



Council Agenda Including Addeds

5th Meeting of City Council

March 6, 2018, 4:00 PM

Council Chambers

The Council will break for dinner from approximately 6:30 – 7:00 PM, as required.

Pages

1. **Disclosures of Pecuniary Interest**
2. **Recognitions**
3. **Review of Confidential Matters to be Considered in Public**
4. **Council, In Closed Session**

Motion for Council, In Closed Session (Council will remain In Closed Session until approximately 5:15 PM, at which time Council will rise and reconvene in Public Session; Council may resume In Closed Session later in the meeting, if required.)

4.1 C1 of the Planning and Environment Committee

A matter pertaining to litigation or potential litigation with respect to appeals to the Ontario Municipal Board arising out of the London Plan and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to appeals to the Ontario Municipal Board arising out of the London Plan.

4.2 C1 of the Corporate Services Committee

A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on

or to be carried on by or on behalf of the Corporation concerning the proposed acquisition.

4.3 C2 of the Corporate Services Committee

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to the Corporation's associations and unions, and litigation or potential litigation affecting the municipality, and advice which is subject to solicitor client privilege, including communications necessary for that purpose; and a matter pertaining to advice that is subject to solicitor-client privilege; including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation.

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

5.1 4th Meeting held on February 13, 2018 9

6. Communications and Petitions

6.1 "Sister City" Partnerships 37

(Refer to the Corporate Services Committee Stage for Consideration with Clause 7 of the 5th Report of the Corporate Services Committee)

1. Sawako Akai, Huron University College
2. Asako Tanaka, Asahikawa Canada Society

7. Motions of Which Notice is Given

8. Reports

8.1 4th Report of the Planning and Environment Committee 39

1. Disclosures of Pecuniary Interest
2. 3rd Report of the Advisory Committee on the Environment 58
3. 1st Report of the Trees and Forests Advisory Committee 71
4. Property located at 905 Sarnia Road (Relates to Bill No. 113) 73
5. Property located at 810 Southdale Road East (H-8204) (Relates to Bill No. 114) 84
6. Property located at 660 Sunningdale Road East - Applewood Subdivision (39T-0950/Z-8818) (Relates to Bill No. 115) 92
7. Strategic Plan Variance Report 102
8. Building Division Monthly Report for December 2017 110
9. 2nd Report of the Environmental and Ecological Planning Advisory Committee 118
10. Property located at 2150 Oxford Street East (OZ-8851) (Relates to Bill No.'s 102 and 116) 146

11.	Property located at 2081 Trafalgar Street (Z-8846) (Relates to Bill No. 117)	171
12.	Property located at 255 South Carriage Road (Z-8850) (Relates to Bill No. 118)	192
13.	Property located at 220 Adelaide Street South (Z-8853) (Relates to Bill No. 119)	206
14.	Properties located at 644 and 646 Huron Street (Z-8843) (Relates to Bill No. 120)	230
15.	Property located at 1900 Kilgorman Way (H-8854)	270
16.	3rd Report of the London Advisory Committee on Heritage	283
8.2	4th Report of the Community and Protective Services Committee	301
1.	Disclosures of Pecuniary Interest	
2.	London's Homeless Prevention System- Homeless Management Information System - Cargo Management Consulting Inc. - Contract Amendment #2	306
3.	London's Homeless Prevention System - Housing Stability Bank Update	309
4.	London's Homeless Prevention System - London CARES Homeless Response Services	334
5.	Housing Services - Rent Supplement Program (Relates to Bill No. 99)	346
6.	Social Housing Apartment Improvement Program (SHAIP) (Relates to Bill No.s 100 and 101)	363
7.	Strategic Plan Progress Variance	429
8.	Irregular Result Request for Proposal 18-09 - Parks and Recreation Strategic Master Plan Update	434
9.	Proposed Public Nuisance By-law Amendment to Address Odour	438
10.	2nd Report of the Animal Welfare Advisory Committee	456
11.	1st Report of the Accessibility Advisory Committee	460
12.	2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee	489
13.	Deferred Matters List	501
8.3	5th Report of the Corporate Services Committee	505
1.	Disclosures of Pecuniary Interest	
2.	2018 Municipal Election Update	515
3.	2018 Municipal Election Compliance Audit Committee (Relates to Bill No.'s 103 and 104)	522

4.	Update: Equity and Inclusion Lens for Development of Policies, Procedures and Programs	538
5.	Infrastructure Canada's Smart Cities Challenge	541
6.	Apportionment of Taxes	545
7.	Requests for "Sister City" Partnerships	550
8.	Mayor's Report on the FCM Trip to Washington, DC	551
9.	Request for Designation of the I Heart Beer and Bacon Event as a Municipally Significant Event	559
10.	Request for Designation of the Latin Gastronomy Festival as a Municipally Significant Event	560
11.	Request for Designation of the London Taco Fest as a Municipally Significant Event	561
12.	Appointment to the Diversity Inclusion & Anti-Oppression Advisory Committee	562
13.	Appointment to the Animal Welfare Advisory Committee	563
14.	Appointment to the Cycling Advisory Committee	570
15.	Corporate Services Committee Deferred Matters List	579
8.4	4th Report of the Civic Works Committee	583
1.	Disclosures of Pecuniary Interest	
2.	Single Source Purchase of One Turbo Blower for the Greenway Wastewater Treatment Plant	589
3.	Greenway Wastewater Treatment Plant Expansion Project Consulting Fee Increase	593
4.	2017 Drinking Water Annual Report and Summary Report for the City of London Distribution System	598
5.	Colonel Talbot Pumping Station Consulting Fee Increase	681
6.	Contract Award - Tender No. 17-128 - Dundas Place	686
7.	Ontario Municipal Commuter Cycling (OMCC) Program - Transfer Payment Agreement (Relates to Bill No. 96)	697
8.	2nd Report of the Rapid Transit Implementation Working Group	776
9.	Comments on Environmental Bill of Rights (EBR) Registry-Ontario's Guideline on Community Emissions Reduction Planning	782
10.	Memorandum of Understanding with the Canadian Plastics Industry Association as Part of the London Waste to Resources Innovation Centre (Relates to bill No. 97)	795
11.	Memorandum of Understanding with Resource Energy Development of Canada Ltd. as Part of the London Waste to	809

12.	Municipal Class Environmental Assessment Reform	823
13.	Deferred Matters List	829
9.	Added Reports	
9.1	5th Public Report of the Council In Closed Session	
9.2	6th Report of the Corporate Services Committee	834
10.	Deferred Matters	
11.	Enquiries	
12.	Emergent Motions	
13.	By-laws	
	By-laws to be read a first, second and third time:	
13.1	Bill No. 95 By-law No. A.- _____	836
	A by-law to confirm the proceedings of the Council Meeting held on the 6 th day of March, 2018. (City Clerk)	
13.2	Bill No. 96 By-law No. A.- _____	837
	A by-law to authorize and approve a Transfer Payment Agreement under the Ontario Municipal Commuter Cycling Program, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement; and to delegate authority to the Managing Director of Environmental & Engineering Services and City Engineer and Managing Director, Corporate Services and City Treasurer or their designate to execute any financial reports required under the Agreement. (7/4/CWC)	
13.3	Bill No. 97 By-law No. A.- _____	897
	A by-law to authorize and approve a Memorandum of Understanding between Canadian Plastics Industry Association, and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (10/4/CWC)	
13.4	Bill No. 98 By-law No. A.- _____	906
	A by-law to authorize and approve a Memorandum of Understanding between Resource Energy Development of Canada, Ltd., and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (11/4/CWC)	
13.5	Bill No. 99 By-law No. A.- _____	915
	A by-law to approve the Rent Supplement Agreement and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Agreement and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor. (5/4/CPSC)	

13.6	Bill No. 100 By-law No. A.- _____	928
	A by-law to approve the Transfer Payment Agreement for the Social Housing Apartment Improvement Program with the Ministry of Housing Provider; to authorize the Mayor and the City Clerk to execute the agreement; to authorize the Mayor and the City Clerk to execute subsequent Social Housing Apartment Improvement Program Transfer Payment Agreements; and to authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the Program Delivery and Fiscal Plans. (6/4/CPSC)	
13.7	Bill No. 101 By-law No. A.- _____	973
	A by-law to approve the Housing Provider Contribution Agreement for the Social Housing Apartment Improvement Program; and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Agreement. (6/4/CPSC)	
13.8	Bill No. 102 By-law No. C.P.-1284(____)- _____	990
	A by-law to amend the Official Plan for the City of London, 1989 relating to 2150 Oxford Street East (10b/4/PEC)	
13.9	Bill No. 103 By-law No. E.- _____	993
	A by-law to establish the 2018 Municipal Election Compliance Audit Committee in accordance with Section 88.37 of the <i>Municipal Elections Act, 1996</i> , as amended. (3/5/CSC)	
13.10	Bill No. 104 By-law No. E.- _____	996
	A by-law to approve the appointments to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election in accordance with Sections 88.37 of the <i>Municipal Elections Act, 1996</i> , as amended. (3/5/CSC)	
13.11	Bill No. 105 By-law No. S.- _____	997
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Pond Mills Road, north and south of The Kings Highway 401) (Chief Surveyor - in support of MTO's Pond Mills bridge rehabilitation project at Highway 401)	
13.12	Bill No. 106 By-law No. S.- _____	999
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sunningdale Road East, west of Canvas Way) (Chief Surveyor - due to an oversight in 2011)	
13.13	Bill No. 107 By-law No. S.- _____	1001
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Commissioners Road East west of Wellington Road) (Chief Surveyor - pursuant to SP14-006103 and in accordance with Zoning By-law Z-1)	
13.14	Bill No. 108 By-law No. S.A.S.- _____	1003
	A by-law to impose special charges on certain lots for the construction of a sanitary sewer, storm sewer and water main on Perkins Road pursuant to section 30 of Ontario Regulation 586/06 made under the	

	<i>Municipal Act, 2001, S.O. 2001, c.25; (8/10/CWC-2015)</i>	
13.15	Bill No. 109 By-law No. S.A.S.- _____ A by-law to impose special charges on certain lots for the construction of a sanitary sewer, storm sewer and water main on Eastgate Crescent pursuant to section 30 of Ontario Regulation 586/06 made under the <i>Municipal Act, 2001, S.O. 2001, c.25; (9/10/CWC-2015)</i>	1008
13.16	Bill No. 110 By-law No. W.-5550()-____ A by-law to amend By-law No. W.-5550-67 entitled, “A by-law to authorize the Western Road Widening – Platts Lane to Oxford Street (Project No. TS1489)” (6/3/CWC)	1013
13.17	Bill No. 111 By-law No. W.-5584()-____ A by-law to amend By-law No. W.-5584-183 entitled, “A by-law to authorize the SWM Facility Dingman Creek North Lambeth No. P9. (Project No. ESSWM-DCNLP9).” (10/3/CWC)	1014
13.18	Bill No. 112 By-law No. W.-5588()-____ A by-law to amend By-law No. W.-5588-278 entitled, “A by-law to authorize the Wonderland Road South Two Lane Upgrade. (Project No. TS1487)” (3/3/CWC)	1015
13.19	Bill No. 113 By-law No. Z.-1-18 _____ A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 905 Sarnia Road. (4/4/PEC)	1016
13.20	Bill No. 114 By-law No. Z.-1-18 _____ A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning on lands located at 810 Southdale Road East. (5/4/PEC)	1018
13.21	Bill No. 115 By-law No. Z.-1-18 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 660 Sunningdale Road East. (6/4/PEC)	1020
13.22	Bill No. 116 By-law No. Z.-1-18 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2150 Oxford Street East. (10a/4/PEC)	1025
13.23	Bill No. 117 By-law No. Z.-1-18 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2081 Trafalgar Street. (11/4/PEC)	1027
13.24	Bill No. 118 By-law No. Z.-1-18 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 255 South Carriage Road. (12/4/PEC)	1029
13.25	Bill No. 119 By-law No. Z.-1-18 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 220 Adelaide Street South. (13/4/PEC)	1031

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 644 and 646 Huron Street (14/4/PEC)

14. Adjournment



London
C A N A D A

COUNCIL MINUTES FOURTH MEETING

February 13, 2018

The Council meets in Regular Session in the Council Chambers this day at 4:03 p.m.

PRESENT: Mayor M. Brown, Councillors M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park and J. Zaifman and C. Saunders (City Clerk).

ABSENT: Councillor S. Turner.

ALSO PRESENT: M. Hayward, A.L. Barbon, B. Card, B. Coxhead, S. Datars Bere, C. Dawidenko, J. Farmer-Bosma, J.M. Fleming, T. Gaffney, G. Kotsifas, L. Livingstone, D. MacRae, P. McKague, D. O'Brien, A. Patis, M. Ribera, L. Rowe, K. Scherr, E. Skalski, J. Smout, E. Soldo, S. Stafford, B. Warner and B. Westlake-Power.

At the beginning of the Meeting all Members are present except Councillor S. Turner.

I DISCLOSURES OF PECUNIARY INTEREST

Councillor J. Zaifman discloses a pecuniary interest in clause 7 of the 3rd Report of the Civic Works Committee, having to do with the consultant assignment for the Southeast Pressure Zone Development construction administration, by indicating that lands owned by his family are impacted by the project.

II RECOGNITIONS

1. His Worship the Mayor presents a cheque, on behalf of the City of London, to the United Way London Middlesex for the 2017 United Way Campaign and recognizes City employees for their fundraising efforts.
2. His Worship the Mayor presents a cheque, on behalf of the City of London, to the London Food Bank on behalf of the Corporations' Business Cares Food Drive 2017 and recognizes City employees for their fundraising efforts.

III REVIEW OF CONFIDENTIAL MATTERS TO BE CONSIDERED IN PUBLIC

None.

IV COUNCIL, IN CLOSED SESSION

Motion made by Councillor M. Salih and seconded by Councillor H.L. Usher to Approve that Council rise and go into Council, In Closed Session, for the purpose of considering the following matters:

- a) A matter pertaining to information that constitutes commercial information that is supplied in confidence to the City and if disclosed could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Middlesex-London Health Unit Board. (C1/3/CPSC)
- b) A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed disposition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed disposition of land; commercial and financial information supplied in confidence pertaining to the proposed disposition of land the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in

similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed disposition of land that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed disposition of land whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed disposition of land. (C1/4/CSC)

- c) A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition. (C2/4/CSC)
- d) (ADDED) A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose. (C-1/3/SPPC)
- e) (ADDED) A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

The Council rises and goes into Council, In Closed Session at 4:19 PM, with Mayor M. Brown in the Chair and all Members present except Councillor S. Turner.

The Council, In Closed Session rises at 4:51 PM and Council reconvenes at 4:55 PM, with Mayor M. Brown in the Chair and all Members present except Councillor S. Turner.

V CONFIRMATION AND SIGNING OF THE MINUTES OF THE THIRD MEETING HELD ON JANUARY 30, 2018

Motion made by Councillor J. Morgan and seconded by Councillor B. Armstrong to Approve the Minutes of the Third Meeting, held on January 30, 2018.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

VI COMMUNICATIONS AND PETITIONS

None.

VII MOTIONS OF WHICH NOTICE IS GIVEN

None.

VIII REPORTS

3rd Report of the Civic Works Committee
Councillor T. Park presents.

Motion made by Councillor T. Park to Approve clauses 1 through 22, excluding clause 7.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Absent From Meeting

That it BE NOTED that a communication dated February 6, 2018 from Councillor V. Ridley, related to her being absent from the meeting, was received.
(2018-C12)

3. Contract Award - T17-130 Wonderland Road South Two-Lane Upgrade

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the award of a contract for the Wonderland Road South Two-Lane Upgrade from Highway 401 to Highway 402:

- a) the bid submitted by Bre-Ex Construction Inc. at its submitted tendered price of \$6,590,096.80 (excluding HST), for the said project BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of six bids received and meets the City's specifications and requirements in all areas;
- b) WSP Canada Group Limited BE AUTHORIZED to carry out the resident inspection, contract administration of the said project in the amount of \$558,412 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated February 6, 2018;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given herein BE CONDITIONAL upon The Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 17-130); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-L04/T04)

4. Amendments to the Traffic and Parking By-law (Relates to Bill No. 85)

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated February 6, 2018, BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2018 for the purpose of amending the Traffic and Parking by-law (PS-113). (2018-T08)

5. Hamilton Road Infrastructure Lifecycle Renewal - Chesley Avenue to Egerton Street - Hydro and Telecommunication Utility Locations

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Hamilton Road Infrastructure Lifecycle Renewal Project from Chelsey Avenue to the west side of Egerton Street:

- a) the staff report dated February 6, 2018, outlining the cost and schedule implications related to converting utilities from overhead to underground on Hamilton Road BE RECEIVED for information; and,
- b) the Civic Administration BE DIRECTED to tender the project for implementation in 2018 as currently designed maintaining the aerial hydro and telecommunications utility arrangements. (2018-E06)

6. Contract Award - Tender No. 17-129 Western Road/Wharnccliffe Road North Improvements Phase 2

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the award of a contract for the Western Road/Wharnccliffe Road North Improvements Phase 2 project:

- a) the bid submitted by J-AAR Excavating Limited at its submitted tendered price of \$8,033,093.95 (excluding HST), for the said project BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of five bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection, contract administration of the said project in the amount of \$414,036 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated February 6, 2018;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given herein BE CONDITIONAL upon The Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 17-129);
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, including rail-related agreements if required, to give effect to these recommendations; and,
- g) the installation of an intersection pedestrian signal on Western Road at Hollywood Crescent BE APPROVED. (2018-T04)

8. Sole Source Award - Acoustic Fiber Optic Monitoring Contract Project No. EW3538

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Acoustic Fiber Optic (AFO) Monitoring Contract:

- a) the contract value for Pure Technologies Ltd., 3rd Floor, 705-11 Avenue SW, Calgary, Alberta, T2R 0E3, BE APPROVED, in accordance with section 14.3(c) of the Corporation of the City of London's Procurement of Goods and Services Policy, in the amount of \$150,922.00 (excluding HST) for 2018 to continuously monitor 15.86 km of the City's most critical watermains;

- b) the financing for this project BE APPROVED from current available budget as set out in the Sources of Financing Report appended to the staff report dated February 6, 2018;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-E03)

9. Appointment of Consulting Engineer for Detailed Design and Contract Administration of the Fox Hollow Stormwater Management Facility No. 1-North Cell (ESSWM-FH1)

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a consulting engineer for the detailed design and contract administration of the Fox Hollow Stormwater Management (SWM) Facility No. 1 - North Cell:

- a) Stantec Consulting Ltd. BE APPOINTED as consulting engineer to carry out the detailed design and contract administration for the said project, in the total amount of \$398,486.55 (including contingency), excluding HST, and in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the Sources of Financing Report appended to the staff report dated February 6, 2018;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon The Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-E03)

10. Contract Award - T17-56 North Lambeth P9 Stormwater Management Facility (ESSWM - DCNLP9)

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the North Lambeth P9 Stormwater Management Facility project:

- a) the bid submitted by J-AAR Excavating Limited, at its tendered price of \$4,724,216.75, excluding HST, BE ACCEPTED, it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of six (6) bids received;
- b) the engineering fees for Stantec Consulting Limited, in the total amount of \$373,238.25 (including contingency), excluding HST, BE ACCEPTED to carry out the construction administration and inspection in accordance with Section 15.2(g) of the Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated February 6, 2018;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given herein, BE CONDITIONAL upon The Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done relating to this project; and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-E03)

11. Weeping Tile Disconnection Promotional Canvassing Campaign

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the recommended action to promote weeping tile disconnection through door-to-door canvassing with the Growing Naturally Program BE ENDORSED. (2018-E13)

12. 2017 Ministry of the Environment and Climate Change Inspection Report for the City of London Water Distribution System

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the report dated February 6, 2018 related to the findings of the 2017 Ministry of the Environment and Climate Change Inspection of the City of London Water Distribution System, BE RECEIVED. (2018-E13)

13. Contract Price Increase - Tender T17-15 Infrastructure Renewal Program - Byron Baseline Road Reconstruction Project

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the 2017 Byron Baseline Road Reconstruction project:

- a) the 2017 Byron Baseline Reconstruction (Tender T17-15) contract value with Bre-Ex Construction Inc. BE INCREASED by \$650,000.00 to \$6,499,025.30 excluding HST, in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated February 6, 2018;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-T04)

14. Strategic Plan Variance Report

That, on the recommendation of the City Manager, with the concurrence of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated February 6, 2018, related to Strategic Plan Progress Variance, BE RECEIVED. (2018-C08)

15. 1st Report of the Waste Management Working Group

That the 1st Report of the Waste Management Working Group, from its meeting held on January 18, 2018, BE RECEIVED.

16. 1st Report of the Transportation Advisory Committee

That the 1st Report of the Transportation Advisory Committee, from its meeting held on January 23, 2018, BE RECEIVED.

17. Wharncliffe Road South Environmental Study Report

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Wharncliffe Road South Improvements Environmental Assessment:

- a) the Wharncliffe Road South from Becher Street to Commissioners Road Municipal Class Environmental Study report BE ACCEPTED;
- b) a Notice of Completion for the project BE FILED with the City Clerk; and,
- c) the Environmental Study Report BE PLACED on the public record for a 30-day review period;

it being noted that the Civic Works Committee received the ~~attached~~ presentation from D. MacRae, Division Manager, Transportation Planning and Design;

it being further noted that the Civic Works Committee heard the following delegations related to this matter:

- N. Finlayson, 100 Stanley Street – see ~~attached~~ speaking notes; and,
- T. Dupont-Martinez – expressing support for the property at 100 Stanley Street remaining in-situ. (2018-E05)

18. 2nd Report of the Cycling Advisory Committee

That the following actions be taken with respect to the 2nd Report of the Cycling Advisory Committee from its meeting held on January 17, 2018:

- a) that the ~~attached~~ proposed London Bicycle Friendly Award Policy BE REFERRED to the City Clerk for review and consideration and a report back to the appropriate standing committee;
- b) J. Fullick, Technologist and J. Pucchio, AECOM, BE ADVISED that the Cycling Advisory Committee (CAC) expressed its support for the proposed cycling solution for the Victoria Bridge Municipal Class Environmental Assessment; it being noted that the CAC received the ~~attached~~ presentation from J. Fullick, Technologist and J. Pucchio, AECOM, with respect to this matter;
- c) that the following actions be taken with respect to the proposal to close Oxford Street, in its entirety, on a Sunday morning from 6:00 AM to 10:00 AM during the summer:
 - i) it BE NOTED that a verbal presentation from J. Rule, Cycling Advocate, with respect to this proposal was received; it being noted that Ottawa, Montreal and Winnipeg have similar programs;
 - ii) the above-noted proposal BE AMENDED to consider closing Dundas Street instead of Oxford Street; and,
 - iii) the above-noted proposal BE ADDED to the proposed 2018 Cycling Advisory Committee (CAC) Work Plan for investigation, noting that the CAC will consult with cycling groups in the development of a recommendation for Municipal Council's consideration; and,
- d) clauses 1 to 4 and 7, BE RECEIVED;

it being noted that the Civic Works Committee heard a verbal delegation from W. Pol, Vice-Chair, Cycling Advisory Committee, with respect to this matter.

19. Underground Utilities on Hamilton Road

That the communications from Councillor M. van Holst related to the possibility of moving utility wires underground on Hamilton Road BE RECEIVED and no further action be taken with respect to this matter. (2018-E06)

20. Private Drain Connection (PDC) Projects

That the Director of Water and Wastewater BE REQUESTED to review the Wastewater and Stormwater By-law WM-28 as it relates to fees and charges for Private Drain Connections (PDC) work undertaken as part of a City of London construction project and report back with respect to a potential blended fee for mixed use properties that is reflective of a balanced charge between the current residential and commercial fees; it being noted that a communication dated January 16, 2018, from Councillor T. Park was received related to this matter. (2018-E09)

21. Pedestrian Sidewalk - Pack Road and Colonel Talbot Road - J. Burns

That the communication from J. Burns related to a request for a pedestrian crosswalk at the intersection of Pack Road and Colonel Talbot Road BE REFERRED to the Division Manager, Transportation Planning and Design for review and consultation with Mr. Burns as well as a report back to the appropriate standing committee related to this matter.

22. Deferred Matters List

That the Civic Works Committee deferred list, as of December 12, 2017, BE RECEIVED.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

Motion made by Councillor T. Park to Approve clause 7.

7. Consultant Assignments - Southeast Pressure Zone Development - Construction Administration

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Southeast Pressure Zone Development project:

- a) AECOM Canada Limited BE AUTHORIZED to carry out the resident supervision and contract administration for said project in the amount of \$131,604.00 (excluding HST), in accordance with Section 15.2(g) of the Corporation of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated February 6, 2018;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-E03)

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park (13)

RECUSED: J. Zaifman (1)

3rd Report of the Community and Protective Services Committee
Councillor M. Cassidy presents.

Motion made by Councillor M. Cassidy to Approve clauses 1 and 2.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Middlesex-London Health Unit Site Selection

That the following actions be taken with respect to the report dated February 5, 2018, from the Medical Officer of Health, Middlesex-London Health Unit, related to the Middlesex-London Health Unit Site Selection:

- a) the above-noted report BE RECEIVED; and,
- b) the Board of Health of the Middlesex-London Health Unit (MLHU) BE ADVISED that pursuant to subsection 52(4) of the Health Protection and Promotion Act, R.S.O. 1990, c.H.7 (the "Act"), the Municipal Council consents to the MLHU's proposal to lease real property for the purposes of consolidating its London operations and performing its mandatory functions and duties under the Act or any other Act;

it being noted that the Community and Protective Services Committee received the ~~attached~~ presentation from Dr. C. Mackie and J. Banninga, Middlesex-London Health Unit, with respect to this matter.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

4th Report of the Corporate Services Committee
Councillor J. Helmer presents.

Motion made by Councillor J. Helmer to Approve clauses 1 to 9.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. City of London Days at Budweiser Gardens - United Way London & Middlesex

That, on the recommendation of the City Clerk and in accordance with Council Policy – City of London Days at Budweiser Gardens, the request from the United Way London & Middlesex to host the annual United Way Campaign Launch & 3M Harvest Lunch on September 20, 2018, BE APPROVED as a City of London Day at Budweiser Gardens.

3. Amendment to Flags at City Hall Policy (Relates to Bill No. 84)

That, on the recommendation of the City Clerk, the proposed by-law appended to the staff report dated February 6, 2018 BE INTRODUCED at the Municipal Council meeting to be held on February 13, 2018 for the purpose of replacing the Flags at City Hall Policy with a new Flags at City Hall Policy to incorporate the provision of the annual observance of the anniversary of the London Township Treaty and to make some minor numbering changes.

4. Strategic Plan Progress Variance

That, on the recommendation of the City Manager, with the concurrence of the Managing Director Corporate Services, City Treasurer and Chief Financial Officer, the staff report dated February 6, 2018 with respect to the Strategic Plan progress variance BE RECEIVED.

5. Declare Surplus and Sale - 330 Thames Street (South Portion)

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the south portion of vacant land located at 330 Thames Street, described as Part of Lot 25, north of York Street west, City of London, County of Middlesex, being part of PIN 08322-0020 (the "Property") as shown on Schedule "A", as appended to the staff report dated February 6, 2018, the following actions be taken:

- a) the southerly portion of the subject property, as outlined on Schedule "A", BE DECLARED SURPLUS; and
- b) the subject property BE OFFERED for sale to the abutting property owner at fair market value, in accordance with the City's Sale and Other Disposition of Land Policy.

6. Apportionment of Taxes

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the taxes on the blocks of land described in the Schedules appended to the staff report dated February 6, 2018 BE APPORTIONED as indicated on those Schedules, pursuant to Section 356 of the Municipal Act, 2001; it being noted that there were no members of the public in attendance to speak to the Corporate Services Committee at the public hearing associated with this matter.

7. Consideration of Appointment to the Transportation Advisory Committee (Requires 2 Members at Large)

That the following BE APPOINTED to the Transportation Advisory Committee as Voting Members at Large for the term ending February 28, 2019;

Tariq Khan
Storm Morgan

it being noted that the above individuals were appointed in accordance with the ~~attached~~ ranked ballot.

8. Consideration of Appointment to the Accessibility Advisory Committee (Requires 1 Member at Large)

That Pamela Quesnel BE APPOINTED to the Accessibility Advisory Committee as a Voting Member at Large for the term ending February 28, 2019; it being noted that the appointment was made in accordance with the ~~attached~~ ranked ballot.

9. Forest City Beer Fest 2018 Winter Pop Up Bar - Request for Designation as a Municipally Significant Event

That the Forest City Beer Fest 2018 Winter Pop Up Bar event, to be held on March 2 and 3, 2018, at 211 King Street from 7:00 p.m. to 2:00 a.m., BE DESIGNATED as an event of municipal significance in the City of London.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

IX ADDED REPORTS

1st Report of the Audit Committee
Councillor P. Hubert presents.

Motion made by Councillor P. Hubert to Approve clauses 1 to 9, inclusive.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Election of Vice-Chair for the term ending November 30, 2018

That M. van Holst BE ELECTED Vice Chair of the Audit Committee for the term ending November 30, 2018.

3. Audit Planning Report for the Year Ended December 31, 2017

That the KPMG LLP Audit Planning Report, for the year ending December 31, 2017, BE APPROVED; it being noted that the Audit Committee received a verbal presentation from K. den Bok, with respect to this matter.

4. London Downtown Closed Circuit Television Program – Report on the Results of Applied Specified Auditing Procedures for the Year Ending December 31, 2017

That the KPMG Report on Specified Auditing Procedures for the London Downtown Closed Circuit Television Program, for the year ending December 31, 2017, BE RECEIVED.

5. Building Permit Review - Internal Audit Report

That the following actions be taken with respect to the Building Permit Review Internal Audit Report:

- a) the above-noted audit report issued in January 2018, BE RECEIVED and the recommendations BE IMPLEMENTED, as appropriate;
- b) the submissions of Councillor M. van Holst BE REFERRED to the Managing Director, Development and Compliance Services and Chief Building Official in order to meet with London Hydro to investigate the feasibility of the implementation of a system similar to London Hydro's "Builders' Portal" to automate portions of the building permit approval process;
- c) the Civic Administration BE DIRECTED to bring forward an addendum report in June of this year with respect to this audit, including specific details of an action plan for

implementation of the above-noted recommendations; and,

- d) the Civic Administration BE REQUESTED to collaborate with other service areas, specifically the Service London Team, related to the creation and implementation of a customer service survey in order to better understand the service perception in the public and opportunities for improvement;

it being noted that the ~~attached~~ documents related to the London Hydro service portal were circulated to committee members by Councillor M. van Holst.

6. Freedom of Information Process Review - Final Internal Audit Report

That the Internal Audit Report with respect to the Freedom of Information Process Review, Internal Audit Report, issued January 2018, BE RECEIVED and the recommendations BE IMPLEMENTED as appropriate, and in accordance with applicable legislation.

7. Internal Audit Summary Update Memo

That the memo dated January 29, 2018, from Deloitte, with respect to the internal audit summary update BE RECEIVED.

8. June 2017 - December 2018 Internal Audit Dashboard as at January 29, 2018

That the communication from Deloitte, regarding the June 2017 - December 2018 internal audit dashboard as of January 29, 2018, BE RECEIVED.

9. Observation Summary as at January 29, 2018

That the Observation Summary from Deloitte, as of January 29, 2018, BE RECEIVED.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

3rd Report of the Strategic Priorities and Policy Committee
Councillor V. Ridley presents.

Motion made by Councillor V. Ridley to Approve clauses 1 to 5, inclusive.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. 2018 Assessment Growth Funding Allocation

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the 2018 Assessment Growth Funding Allocation report BE RECEIVED for information.

3. Strategic Plan Progress Variance

That, on the recommendation of the City Manager, with the concurrence of the Managing Director of Planning and City Planner and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated February 12, 2018, with respect to the Strategic Plan progress variance BE RECEIVED for information.

4. 2019 Development Charges (DC) Study - Growth Projections

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the following actions be taken with respect to the 2019 Development Charges Study growth forecast:

- a) the staff report dated February 12, 2018, regarding the Growth Projections Sensitivity Analysis, BE RECEIVED for information;

- b) the updated final report prepared by Watson and Associates Economists entitled "City of London Population, Housing and Employment Growth Forecast Update, 2016 to 2044" included as Appendix "B" to the staff report dated February 12, 2018, BE RECEIVED for information; and
- c) the housing and non-residential reference growth scenarios outlined in the updated final report prepared by Watson and Associates Economists entitled "City of London Population, Housing and Employment Growth Forecast Update, 2016 to 2044" BE ENDORSED for use in the 2019 Development Charges Study.

5. 2019 Development Charges Background Study: Interim Financing for Growth Infrastructure Projects

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated February 12, 2018 regarding the use of the City's working capital as an interim source of financing for growth infrastructure projects BE RECEIVED for information; it being noted that future interest costs will be borne by the Development Charges Reserve Funds.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

4th Public Report of the Council, In Closed Session
Councillor V. Ridley presents.

PRESENT: Mayor M. Brown, Councillors M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park and J. Zaifman and C. Saunders (City Clerk).

ABSENT: Councillor S. Turner.

ALSO PRESENT: A.L. Barbon, B. Card, B. Coxhead, L. Rowe, K. Scherr, J. Smout and B. Warner.

Motion made by Councillor V. Ridley and seconded by Councillor H.L. Usher to Approve clauses 1 and 2:

1. 330 Thames Street – Sale of South Portion

That, as a procedural matter pursuant to Section 239 (6) of the Municipal Act, 2001, the following recommendation be forwarded to Council for deliberation and a vote in public session:

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, the following actions be taken with respect to the south portion of vacant land located at 330 Thames Street, described as Part of Lot 25, north of York Street west, City of London, County of Middlesex, being part of PIN 08322-0020 (the "Property") as shown on Schedule "A":

- a) the offer submitted by Tricar Properties Limited (the "Purchaser") to purchase from the City land, municipally known as 330 Thames Street, located on the east side of Thames Street, north side of York Street, City of London, County of Middlesex, described as Part of Lot 25, north of York Street west, City of London, County of Middlesex, being part of PIN 08322-0020 (the "Property"), as shown on Schedule "A" of the offer, containing an area of approximately 16,498 square feet, for the sum of \$260,000.00, BE ACCEPTED, attached as Schedule "B", subject to the following conditions:
 - i) the Purchaser acknowledges that the Property is being purchased on an "as is" basis;
 - ii) the City agreeing, at its expense, to prepare and deposit on title on or before closing a reference plan describing the Property;
 - iii) the completion of the transaction contemplated pursuant to this offer is conditional upon the approval of the Provincial Ministry of Natural Resources and Forestry and subsequent transfer of the property to The Corporation of the

- City of London by the Upper Thames River Conservation Authority (UTRCA); and
- iv) the closing of the transaction contemplated within this offer shall occur thirty (30) days following the Transfer of the Property to the Vendor by the UTRCA.
2. Property Acquisition – 332 Wharncliffe Road North – Western Road Widening Project

That, as a procedural matter pursuant to Section 239 (6) of the Municipal Act, 2001, the following recommendation be forwarded to Council for deliberation and a vote in public session:

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director of Roads and Transportation, on the advice of the Manager of Realty Services, the following actions be taken with respect to the property located at 332 Wharncliffe Road North, further described as Part of Lots 5, 6 and 7, Registrar's Compiled Plan 434(W), designated as Part 2, Reference Plan 33R-7913, and being PIN 08248-0053 (LT):

- a) the offer submitted by Thomas Bujouves to sell the subject property to the City, for the sum of \$925,000 BE ACCEPTED subject to HST inclusive of interest, subject to the following conditions:
 - i) the Vendor not making any representation or warranty in relation to the condition or suitability of the property and the City accepts the property "as is";
 - ii) the City agreeing to pay the Vendors' reasonable legal and consulting costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment;
 - iii) the Vendor obtaining, on or before closing a discharge of mortgage for the property;
 - iv) if required, the City agreeing to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property;
 - v) an offer to settle the claimant's legal and consulting costs, in the amount of up to \$105,695, including disbursements and subject to HST, failing which the matter would be referred to assessment by the local Assessment Officer;
 - vi) the Vendor forever releasing and discharging the City for and from all actions, causes of actions, suits, claims and demands of every nature or kind arising out of or in any way related to or connected with the purchase including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future; and
- b) the financing for this acquisition BE APPROVED as set out in the source of Financing Report attached hereto as Appendix "A";

it being noted that this is an important property acquisition, as portions of it are required for the road widening along Wharncliffe Road North in 2018.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

X DEFERRED MATTERS

None.

XI ENQUIRIES

None.

XII EMERGENT MOTIONS

None.

XIII BY-LAWS

BY-LAWS TO BE READ A FIRST, SECOND AND THIRD TIME:

Motion made by Councillor M. van Holst and seconded by Councillor H.L. Usher to Approve Introduction and First Reading of Bill No.'s 83 to 92 and the Added Bill No's 93 and 94.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

Motion made by Councillor M. van Holst and seconded by Councillor J. Zaifman to Approve Second Reading of Bill No.'s 83 to 92 and the Added Bill No's 93 and 94.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

Motion made by Councillor M. van Holst and seconded by Councillor T. Park to Approve Third Reading and Enactment of Bill No.'s 83 to 92 and the Added Bill No's 93 and 94.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, H.L. Usher, T. Park, J. Zaifman (14)

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

Bill No. 83 By-law No. A.-7681-62	A by-law to confirm the proceedings of the Council Meeting held on the 13 th day of February, 2018. (City Clerk)
Bill No. 84 By-law No. CPOL.-114(a)-63	A by-law to amend By-law No. CPOL.-114-366 being "A by-law to revoke and repeal Council policy related to Flags at City Hall and replace it with a new Council policy entitled Flags at City Hall." (3/4/CSC)
Bill No. 85 By-law No. PS-113-18013	A by-law to amend By-law No. PS-113, entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (4/3/CWC)
Bill No. 86 By-law No. S.-5907-64	A by-law to assume certain works and services in the City of London. (Andover Trails Phase 3, Plan 33M-634) (City Engineer)
Bill No. 87 By-law No. S.-5908-65	A by-law to assume certain works and services in the City of London. (Bierens Subdivision Plan 33M-636) (City Engineer)
Bill No. 88 By-law No. S.-5909-66	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Base Line Road East, west of Wortley Road) (Chief Surveyor - pursuant to Consent B.018/17 and in accordance with Zoning By-law Z-1)
Bill No. 89 By-law No. S.-5910-67	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Colonel Talbot Road, north of Main Street) (Chief Surveyor - require dedication at the present time as public highway)

<p>Bill No. 90 By-law No. S.-5911-68</p>	<p>A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Grey Street, west of William Street) (Chief Surveyor - pursuant to Consent B.048/16 and in accordance with Zoning By-law Z-1)</p>
<p>Bill No. 91 By-law No. S.-5912-69</p>	<p>A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wharncliffe Road South and Wonderland Road South) (Chief Surveyor - pursuant to SP15-027453 and in accordance with Zoning By-law Z-1)</p>
<p>Bill No. 92 By-law No. S.-5913-70</p>	<p>A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening Windermere Court West, east of Ryersie Road) (Chief Surveyor - requires dedication at the present time on Windermere Court West (due to an oversight in 1986) as public highway)</p>
<p>Bill No. 93 By-law No. A.-7682-71</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Tricar Properties Limited, for the acquisition of a portion of the property located at 330 Thames Street, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (C-1/4/CSC)</p>
<p>Bill No. 94 By-law No. A.-7683-72</p>	<p>A By-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Thomas Bujouves, for the acquisition of 332 Wharncliffe Road North, for the purpose of the Western Road Widening Project, and to authorize the Mayor and City Clerk to execute the Agreement. (C-2/4/CSC)</p>

XIV ADJOURNMENT

Motion made by Councillor M. van Holst and seconded by Councillor B. Armstrong to Approve that the meeting adjourn.

The meeting adjourns at 5:17 PM.

Matt Brown, Mayor

Catharine Saunders, City Clerk

1ST REPORT OF THE

AUDIT COMMITTEE

Meeting held on February 7, 2018, commencing at 12:02 PM, in the Council Chambers, Second Floor, London City Hall.

PRESENT: Councillor P. Hubert (Chair), Councillors A. Hopkins, S. Turner and M. van Holst; S. Khullar and B. Westlake-Power (Secretary).

ALSO PRESENT: Councillor J. Helmer, and D. Baldwin (KPMG), A.L. Barbon, B. Card, I. Collins, K. den Bok (KPMG), A. DiCicco, P. Kokkoros, D. O'Brien, J. Pryce (Deloitte), A. Ruffudeen (Deloitte), C. Saunders, E. Skalski, S. Spring and S. Swance.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Election of Vice-Chair for the term ending November 30, 2018

That M. van Holst BE ELECTED Vice Chair of the Audit Committee for the term ending November 30, 2018.

II. CONSENT ITEMS

None.

III. SCHEDULED ITEMS

None.

IV. ITEMS FOR DIRECTION

3. Audit Planning Report for the Year Ended December 31, 2017

That the KPMG LLP Audit Planning Report, for the year ending December 31, 2017, BE APPROVED; it being noted that the Audit Committee received a verbal presentation from K. den Bok, with respect to this matter.

4. London Downtown Closed Circuit Television Program – Report on the Results of Applied Specified Auditing Procedures for the Year Ending December 31, 2017

That the KPMG Report on Specified Auditing Procedures for the London Downtown Closed Circuit Television Program, for the year ending December 31, 2017, BE RECEIVED.

5. Building Permit Review - Internal Audit Report

That the following actions be taken with respect to the Building Permit Review Internal Audit Report:

- a) the above-noted audit report issued in January 2018, BE RECEIVED and the recommendations BE IMPLEMENTED, as appropriate;
- b) the submissions of Councillor M. van Holst BE REFERRED to the Managing Director, Development and Compliance Services and Chief Building Official in order to meet with London Hydro to investigate the feasibility of the implementation of a system similar to London Hydro's "Builders' Portal" to automate portions of the building permit approval process;

- c) the Civic Administration BE DIRECTED to bring forward an addendum report in June of this year with respect to this audit, including specific details of an action plan for implementation of the above-noted recommendations; and,
- d) the Civic Administration BE REQUESTED to collaborate with other service areas, specifically the Service London Team, related to the creation and implementation of a customer service survey in order to better understand the service perception in the public and opportunities for improvement;

it being noted that the attached documents related to the London Hydro service portal were circulated to committee members by Councillor M. van Holst.

6. Freedom of Information Process Review - Final Internal Audit Report

That the Internal Audit Report with respect to the Freedom of Information Process Review, Internal Audit Report, issued January 2018, BE RECEIVED and the recommendations BE IMPLEMENTED as appropriate, and in accordance with applicable legislation.

7. Internal Audit Summary Update Memo

That the memo dated January 29, 2018, from Deloitte, with respect to the internal audit summary update BE RECEIVED.

8. June 2017 - December 2018 Internal Audit Dashboard as at January 29, 2018

That the communication from Deloitte, regarding the June 2017 - December 2018 internal audit dashboard as of January 29, 2018, BE RECEIVED.

9. Observation Summary as at January 29, 2018

That the Observation Summary from Deloitte, as of January 29, 2018, BE RECEIVED.

V. DEFERRED MATTERS/ADDITIONAL BUSINESS

None.

VI. ADJOURNMENT

The meeting adjourned at 1:44 PM.

Improved Service Delivery Timelines

Expected improved service delivery timelines post Builder's Portal go live

Service Connection Request Task	Days (on avg.)	
	Pre-BP	Post-BP
Building permits received by London Hydro from the City	10 Days	1 Day
Permit information processed by London Hydro	3 Days	0 days (automated in real-time)
Trenching request sent to and completed by London Hydro field construction crew	5 Days	3 Days
Meter install request sent to and completed by London Hydro field construction crew	5 Days	2 Days

Manage Your Site Contacts

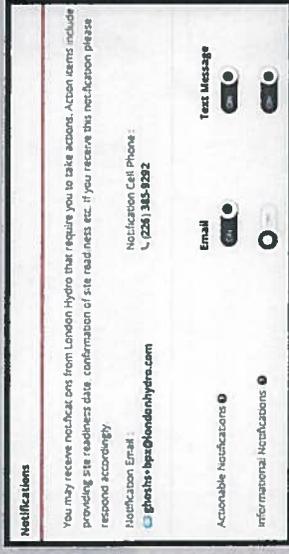
Builders can compile a directory of their site contacts and assign them to various projects.



Site contacts will have the same site management capabilities as the builder for all properties that they are assigned to.

Choose your preferred notification method

Whether by email or text, London Hydro will notify you of any service requests still requiring your action and when we have completed the job.



London Hydro's Builder's Portal

- Automatically creates service requests from the City of London's building permit information
- Houses all service requests in one place for 24/7 quick and easy review
- Provides status updates on all service requests
- Allows for the management and assignment of site contacts
- Communicates the site readiness date and all relevant information to London Hydro
- Sends updates on service requests by preferred notification method

For more information, please contact:

opsadmin@londonhydro.com

Or call 519-661-5555

Monday - Friday

7:30 A.M. - 4:00 P.M.

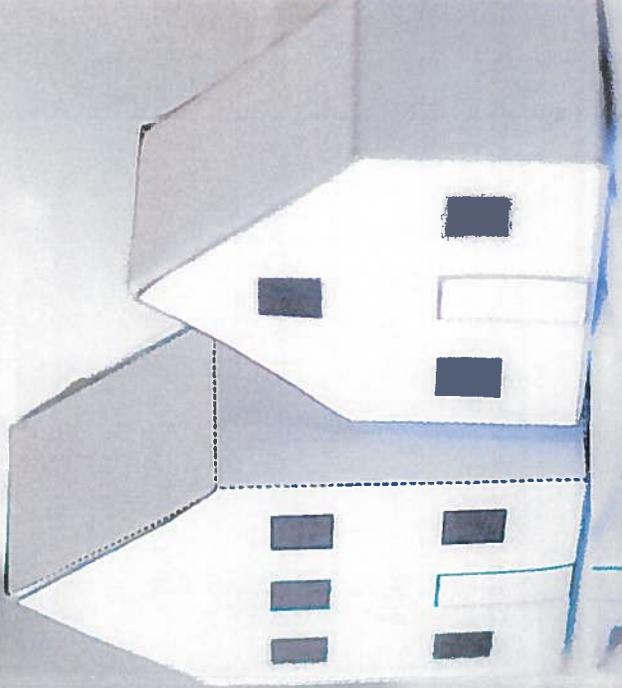
www.buildersportal.londonhydro.com



Builder's Portal

Efficiently manage all of your service connection requests

www.buildersportal.londonhydro.com



**Powering London.
Empowering You.**

Review all of your service requests in one place

Service Number	Service Address	Status	Date
173781	173781	Completed	Nov 28, 2017
173782	173782	Completed	Nov 28, 2017
173783	173783	Completed	Nov 28, 2017
173784	173784	Completed	Nov 28, 2017
173785	173785	Completed	Nov 28, 2017

Provides a summary of all service requests

15	24	12
Services completed in the last 30 days	Services in progress	Services requiring customer action

Provides a status update on all of your service requests

Customer Action Required	Queued for Installation	Completed
--------------------------	-------------------------	-----------

Items that require customer actions include:

- Confirmation of site details
- Providing a site readiness date
- ESA approval
- Confirmation of site readiness date prior to trenching

London Hydro's Builder's Portal is linked to the City of London's permits division.

When your permit is approved by the City it will automatically create a service request in the Builder's Portal.

Within these service requests you will be able to:

1. Assign a Site Contact

2. Confirm Site Details

3. Provide a Site Readiness Date

4. Confirm Site Readiness for Service

5. Review Service Request Progress Log

London Hydro will let you know:

- If there are any problems related to the site servicing
- When trenching is complete
- When ESA approval has been received
- When the meter is installed

3RD REPORT OF THE
STRATEGIC PRIORITIES AND POLICY COMMITTEE

Meeting held on February 12, 2018, commencing at 4:02 PM, in the Council Chambers, Second Floor, London City Hall.

PRESENT: Mayor M. Brown; Councillors M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner and H.L. Usher; and L. Rowe (Secretary).

ABSENT: Councillors T. Park and J. Zaifman.

ALSO PRESENT: A.L. Barbon, B. Card, B. Coxhead, S. Datars Bere, A. Dunbar, K. Edwards, J.M. Fleming, G. Kotsifas, L. Livingstone, J. Millson, K. Murray, M. Ribera, C. Saunders, K. Scherr, J. Senese, S. Stafford, J. Stanford, B. Westlake-Power, R. Wilcox and P. Yeoman.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. CONSENT ITEMS

2. STAFF REPORT - 2018 Assessment Growth Funding Allocation

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the 2018 Assessment Growth Funding Allocation report BE RECEIVED for information.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (13)

3. STAFF REPORT - Strategic Plan Progress Variance

That, on the recommendation of the City Manager, with the concurrence of the Managing Director of Planning and City Planner and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated February 12, 2018, with respect to the Strategic Plan progress variance BE RECEIVED for information.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (13)

4. STAFF REPORT - 2019 Development Charges (DC) Study - Growth Projections

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the following actions be taken with respect to the 2019 Development Charges Study growth forecast:

- a) the staff report dated February 12, 2018, regarding the Growth Projections Sensitivity Analysis, BE RECEIVED for information;
- b) the updated final report prepared by Watson and Associates Economists entitled "City of London Population, Housing and Employment Growth Forecast Update, 2016 to 2044" included as Appendix "B" to the staff report dated February 12, 2018, BE RECEIVED for information; and

- c) the housing and non-residential reference growth scenarios outlined in the updated final report prepared by Watson and Associates Economists entitled "City of London Population, Housing and Employment Growth Forecast Update, 2016 to 2044" BE ENDORSED for use in the 2019 Development Charges Study.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (13)

- 5. STAFF REPORT - 2019 Development Charges Background Study: Interim Financing for Growth Infrastructure Projects

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated February 12, 2018 regarding the use of the City's working capital as an interim source of financing for growth infrastructure projects BE RECEIVED for information; it being noted that future interest costs will be borne by the Development Charges Reserve Funds.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher (13)

III. SCHEDULED ITEMS

None.

IV. ITEMS FOR DIRECTION

None.

V. DEFERRED MATTERS/ADDITIONAL BUSINESS

None.

VI. CONFIDENTIAL

(See Confidential Appendix to the 3rd Report of the Strategic Priorities and Policy Committee enclosed for Members only.)

The Strategic Priorities and Policy Committee convened in camera from 4:24 PM to 5:01 PM after having passed a motion to do so, with respect to the following matter:

- C-1 A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose.

VII. ADJOURNMENT

The meeting adjourned at 5:02 PM.

AGREEMENT OF PURCHASE AND SALE

VENDOR: THE CORPORATION OF THE CITY OF LONDON

PURCHASER: TRICAR PROPERTIES LIMITED

REAL PROPERTY:

Address: 330 Thames Street, London, Ontario

Location: East of Thames Street, North side of York Street

Measurements: Irregular shaped vacant parcel totaling approx. 16,498 square feet

Legal Description: Part of Lot 25, north of York Street west, City of London, County of Middlesex, being part of PIN 08322-0020. (the "Property") as shown on Schedule "A".

1. **OFFER OF SALE:** The Vendor agrees to sell the Property to the Purchaser in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The sale price shall be: TWO HUNDRED AND SIXTY THOUSAND DOLLARS CDN(\$260,000.00)
 - a) a deposit of TWENTY SIX THOUSAND DOLLARS (\$26,000.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
Schedule "A" Description of the Property
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by Vendor until March 9, 2018, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on March 29, 2018 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property and that its present use may be lawfully continued.
7. **COMPLETION DATE:** This Agreement shall be completed as per clause 4 of Schedule B. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.) then such H.S.T. shall be in addition to and not included in the sale price, and H.S.T. shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to H.S.T., the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to H.S.T.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept

Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided
18. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O., Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
19. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
20. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

IN WITNESS WHEREOF The Corporation of the City of London agrees to the above Agreement of Purchase and Sale and has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. A-1 of the Council of The Corporation of the City of London consolidated the 1st day of May, 2012.

THE CORPORATION OF THE CITY OF LONDON

Matt Brown, Mayor

Catharine Saunders, City Clerk

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

SIGNED, SEALED AND DELIVERED
In the Presence of


LINDA PEPE

TRICAR PROPERTIES LIMITED

Per: 

Name: Adam Carapella

Title: VP Operations

I/We Have the Authority to Bind the Corporation

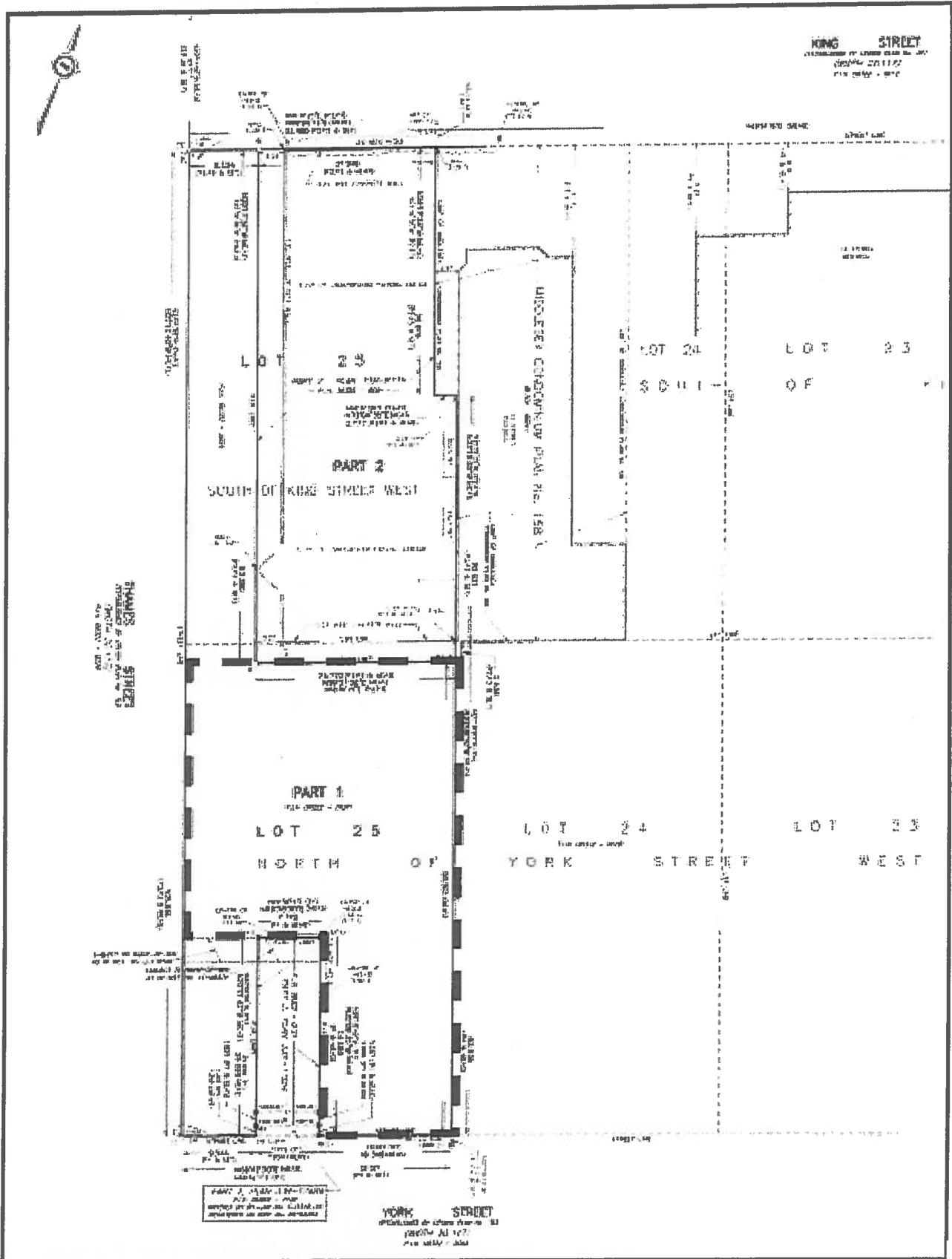
VENDOR'S LAWYER: David G. Munteer, Solicitor, 519-661-2500 Ext. 4709 Fax: 519-661-0082

PURCHASER'S LAWYER: Jim Elsley, McKenzie Lake, 519-672-5666 Fax: 519-672-2674

SCHEDULE A

DESCRIPTION OF THE "PROPERTY"

Part of Lot 25, north of York Street West, City of London,
County of Middlesex, being Part of PIN 08322-0020. (the "Property")



AR

SCHEDULE B

ADDITIONAL TERMS AND CONDITIONS

1. **ENVIRONMENTAL CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.
2. **REFERENCE PLAN:** The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.
3. **LANDS FOR FUTURE ROAD WIDENING:** The Purchaser acknowledges that lands that are to be dedicated for future road widening along the Thames Street and York Street frontages will be retained by the Vendor. These road dedications are 2.942 m to obtain 13.0 m from centerline on both frontages.
4. **COMPLETION CONDITIONAL ON MNRF APPROVAL:** The completion of the transaction contemplated pursuant to this Agreement is conditional upon the approval of the Provincial Ministry of Natural Resources and Forestry and subsequent transfer of the property to the Corporation of the City of London by the Upper Thames River Conservation Authority (UTRCA).
5. **COMPLETION OF TRANSACTION:** The closing of the transaction contemplated within this Agreement shall occur 30 days following the Transfer of the Property to the Vendor by the UTRCA.



APPENDIX "A"
CONFIDENTIAL -
Released in Public

#18011
 February 6, 2018
 (Property Purchase)

Chair and Members
 Corporate Services Committee

RE: Property Acquisition - Western Road Widening Project
(Subledger LD170050)
Capital Budget Project No. TS1489 - Western Road Widening-Platts Lane to Oxford Street
332 Wharncliffe Road N. - Thomas Bujouves

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance For Future Work</u>
Engineering	\$2,445,303	\$2,172,992		\$272,311
Land Acquisition	2,546,040	1,462,907	1,063,810	19,323
Construction (City)	20,153,078	13,973,049		6,180,029
Construction (CPR Portion)	1,729,920	1,729,920		0
Relocate Utilities	900,000	870,574		29,426
City Related Expenses	17,677	16,288		1,389
NET ESTIMATED EXPENDITURES	<u>\$27,792,018</u>	<u>\$20,225,730</u>	<u>\$1,063,810</u> 1)	<u>\$6,502,478</u>
SOURCE OF FINANCING				
Debenture By-law W-5550-67	4,424,198	3,139,783	180,589	1,103,826
Debenture By-law W-5550-67 (Serviced through City Services Roads Reserve Fund (Dev Charges))	12,000,000	5,718,127	883,221	5,398,652
Drawdown from City Services-Roads Component (Development Charges) 2)	9,637,900	9,637,900		0
Other Contributions - CPR Portion	1,729,920	1,729,920		0
TOTAL FINANCING	<u>\$27,792,018</u>	<u>\$20,225,730</u>	<u>\$1,063,810</u>	<u>\$6,502,478</u>

1) **Financial Note:**

Purchase Cost	\$925,000
Add: Legal Fees & Consultant costs	105,695
Sub-Total	1,030,695
Add: Land Transfer Tax	14,975
Add: HST @13%	133,990
Less: HST Rebate	(115,850)
Total Purchase Cost	<u>\$1,063,810</u>

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.
- 3) Once construction is complete, this property will be put back on the market with an estimated recovery of between \$525,000 and \$600,000.

ms


 Jason Davies
 Manager of Financial Planning & Policy

From: Sawako Akai
Sent: Tuesday, February 27, 2018 5:51 PM
To: Saunders, Cathy <csaunder@london.ca>
Subject: Sister-city Request from Asahikawa, Japan

Dear Mayor Brown and Members of Council,

My name is Sawako Akai. I have been a faculty member of the Japanese program at Huron University College for the last 18 years.

Every year more than 350 students learn Japanese at the university. This is surprisingly a big number considering a size of the city, and the numbers are increasing every year. There is one heritage school for Japanese Canadian children and there's even a Japanese club at Mother Theresa Secondary School .

Japan, particularly Hokkaido (Northern island), is very interested in connecting with Canada. Hokkaido Canada Society is a very active organization and they promote many activities to understand Canada and build friendship. Now many cities and towns in Hokkaido have sister-cities with Canadian cities.
<http://www.canada-society.com/communication.php>

I counted 26 sister-cities between Canada and Hokkaido, and now the city called Asahikawa in Hokkaido is showing interest in setting up a sister-city connection with London. Asahikawa Canada Society (a branch of Hokkaido Canada Society) has already sent a letter to Mayor Brown back in November 2017; however they did not get a reply. They asked me for help since I am involved in Japanese education in London. A couple of my students from Western will visit Asahikawa in April, and the Forest City Kendo club will go in May. They are planning to have some exchanges and promote London/Canada through Asahikawa Canada Society's support.

The Asahikawa Canada Society will celebrate their 10th anniversary this June.

I believe that this will give a great opportunity for not only the students but also to Londoners to see the other side of the world, and also for the Japanese to see how wonderful London is.

If there is any other information that you need, please contact me.
Thank you very much for your attention.

Best regards,
Sawako

Sawako Akai, PhD
Assistant Professor
Department of French and Asian Studies,
Japanese Program

Huron University College
1349 Western Rd.
London, ON, Canada, N6G 1H3

Dear Mayor Matt Brown

June 26, 2017

My name is Asako Tanaka and I am a representative of the Asahikawa Canada Society.

Our organization has made efforts to establish friendly relations with the Canadian people for ten years.

We are interested in making sister cities with the city of London.

Hokkaido, Japan has been sister regions with Alberta for 35 years, and has maintained a strong friendship with Alberta.

Last year a member of the Hokkaido Canada Association who lived and worked in London city recommended us to make sister cities between Asahikawa and London. She spoke with Justin Wismer, the director of London Language Institute, and professor Matt Bazely of Western University Department of Education about becoming sister cities with London.

I heard from her that they discussed it with you.

If you are interested in becoming sister cities with Asahikawa, Asahikawa city mayor Masahito Nishikawa will eagerly push forward for it.

London is the best choice as a sister city.

Because London is surrounded by rivers and forests; is an important place for land and water transportation; its history was made by pioneers; and the city of London is similar to Asahikawa.

Additionally, many Japanese people are studying and working there.

Asahikawa city has the role as the core city in Hokkaido like London city in Ontario.

Our populations are similar and both cities have a variety of art and cultures.

The industrial part of our local economies plays an integral role in both cities as well.

Asahikawa city mayor Masahito Nishikawa is looking forward to making sister cities with London.

I hope that this letter will become the first step to that.

We are all waiting for your reply, and cannot wait to talk about this with you, further.

Sincerely yours,

Asahikawa Canada Society
Asako Tanaka

4TH REPORT OF THE
PLANNING AND ENVIRONMENT COMMITTEE

Meeting held on February 20, 2018, commencing at 4:00 PM, in the Council Chambers, Second Floor, London City Hall.

PRESENT: Councillor S. Turner (Chair) and Councillors M. Cassidy, J. Helmer, A. Hopkins and T. Park and H. Lysynski (Secretary).

ALSO PRESENT: I. Abushehada, J. Adema, G. Barrett, A. Dunbar, M. Elmadhoon, M. Feldberg, J.M. Fleming, K. Gonyou, N. Hall, M. Knieriem, P. Kokkoros, T. Macbeth, A. Macpherson, H. McNeely, L. Mottram, N. Pasato, M. Pease, L. Pompilli, C. Saunders, C. Smith, J. Smolarek, S. Spring, M. Tomazincic, S. Wise, J. Yanchula and P. Yeoman.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed

II. CONSENT ITEMS

2. 3rd Report of the Advisory Committee on the Environment

That the following actions be taken with respect to the 3rd Report of the Advisory Committee on the Environment from its meeting held on February 7, 2018:

- a) the following actions be taken with respect to the Advisory Committee on the Environment (ACE) Work Plans:
- i) the 2018 Work Plan for the Advisory Committee on the Environment (ACE) appended to the 3rd Report of the ACE BE APPROVED; and,
 - ii) the 2017 Advisory Committee on the Environment (ACE) Work Plan Summary appended to the 3rd Report of the ACE BE RECEIVED;
- b) the funds left-over from the Urban Agriculture event held by the Advisory Committee on the Environment (ACE) in 2016, in the amount of \$10.75 BE DEPOSITED into the ACE 2018 budget; and,
- c) clauses 1 to 8 and 10, BE RECEIVED.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

3. 1st Report of the Trees and Forests Advisory Committee

That the following actions be taken with respect to the 1st Report of the Trees and Forests Advisory Committee from its meeting held on January 24, 2018:

- a) M. Pease, Manager, Development Planning and J.A. Spence, Manager, Urban Forestry, BE REQUESTED to provide the Trees and Forests Advisory Committee (TFAC), at its June 2018 meeting, information relating to how many incidents of tree planting near hydro poles they prevented or resolved in 2017; it being noted that the TFAC heard verbal presentations from M. Pease, Manager, Development Planning and E.L. Conway, Landscape Planner, with respect to the site plan approval process for tree planting and landscape plans;
- b) the Manager, Urban Forestry, BE REQUESTED to provide an update at the next Trees and Forests Advisory Committee on the impact of the Tree Protection By-law as it relates to the proposed amendments to the by-law;

- c) K. Richardson and J. Ramsay, Forestry Technologist, BE REQUESTED to report back at the next Trees and Forests Advisory Committee meeting with respect to the Community Planting Projects report as it relates to the size of the trees being removed and the size of the replacement trees being planted;
- d) K. Richardson BE REQUESTED to report back at the next Trees and Forests Advisory Committee meeting with respect to the Green Legacy program; and,
- e) clauses 1, 2, 4 to 6 and 10 BE RECEIVED.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

- 4. Property located at 905 Sarnia Road (H-8849)

That, on the recommendation of the Senior Planner, Development Planning, based on the application by 905 Sarnia Inc., relating to the property located at 905 Sarnia Road, the proposed by-law appended to the Planning and Environment Committee Added Agenda BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 Special Provision (h-h-100*R1-3 (8)) Zone, a Holding Residential R1 Special Provision (h-h-65*h-100*R1-3 (15)) Zone, a Holding Residential R1 Special Provision (h-h-82*h-100*R1-13 (3)) Zone, a Holding Open Space (h*OS5) Zone TO a Residential R1 Special Provision (R1-3 (8)) Zone, a Holding Residential R1 Special Provision (h-82*R1-13 (3)) Zone, a Holding Residential R1 Special Provision (R1-3 (15)) Zone, and an Open Space (OS5) Zone to remove the h., h-65 and h-100 holding provisions. (2018-D09)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

- 5. Property located at 810 Southdale Road East (H-8204)

That, on the recommendation of the Planner II, Development Services, based on the application by Jipeng Zou and Junjun Chen, relating to the property located at 810 Southdale Road East, the proposed by-law appended to the staff report dated February 20, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the Zoning of the subject lands FROM a Holding Special Provision Convenience Commercial/Automobile Service Station (h-117*CC2/SS3(2)) Zone TO a Special Provision Convenience Commercial/Automobile Service Station (CC2/SS3(2)) Zone to remove the "h-117" holding provision. (2018-D09)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

- 6. Property located at 660 Sunningdale Road East - Applewood Subdivision (39T-09501/Z-8818)

That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to the revised Draft Plan of Subdivision and Zoning By-law Amendment applications by Extra Realty Limited, relating to the property located at 660 Sunningdale Road East, located on the northwest corner of Sunningdale Road East and Adelaide Street North (legally described as the South Half of Lot 13, Concession 6, (Geographic Township of London):

- a) the proposed by-law appended to the staff report dated February 20, 2018, as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R1 Special Provision (h-h-100-h-

173•R1-5(11) Zone, a Holding Residential R4 Special Provision (h•h-100•h173•R4-2(1)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision (h•h-100•h-173•R5-2(15)/R6-4(16)) Zone, a Holding Residential R5 Special Provision /R6 Special Provision (h•h-100•h-173•R5-2(16)/R6-4(17)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h• h-100•h-173•R5-4(16)/R6-5(36)/R8-4(25)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-4(17)/R6-5(34)/R8-4(26)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-6(9)/R6-5(38)/R8-4(27)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(7)•D75•H18) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(8)•D75•H18) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(9)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(10)) Zone, an Open Space (OS1) Zone, and an Open Space Special Provision (OS4(10)) Zone TO a Holding Residential R1 (h•h-100•h-173•R1-3) Zone, to permit single detached dwellings with a minimum lot area of 300 m2 and minimum lot frontage of 10 m; a Holding Residential R1 Special Provision (h• h-100•h-173•R1-4(27)) Zone, to permit single detached dwellings with a minimum lot area of 360 m2 and minimum lot frontage of 12 m, with a special provision for a reduced front yard setback of 3.0 metre to the house and 5.5 metre to the garage from a collector or local road, and a reduced interior side yard setback of 1.2 metres; a Holding Residential R1 Special Provision (h• h-100•h-173•R1-5(12)) Zone, to revise the required rear yard dwelling setback to 13.8 m; a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(7)•D75•H18) Zone, to add a special provision to prohibit dwelling units on the first floor; a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(8)•D75•H18) Zone, to add a special provision to prohibit dwelling units on the first floor, to add new regulations related to existing barns, and to add regulations related to height, orientation of entrance, front yard setback and gross floor area for any new buildings; a Holding Business District Commercial Special Provision/Temporary (h•h-100•h-173•BDC2(9)*H18/T-(___)) Zone, to add a special provision to prohibit dwelling units on the first floor, to add a maximum height of 18m, and to permit BDC uses on a temporary basis within the existing dwelling as of the date of passing of the by-law; a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(10)*H18) Zone, to add a special provision to prohibit dwelling units on the first floor, and to add a maximum height of 18m; an Open Space (OS1) Zone to permit conservation lands and works, public and private parks, and public and private golf courses, and an Open Space Special Provision (OS4(10)) Zone to permit conservation lands and public parks, with a special provision to permit the lands/area within the OS4 Zone to be used in the adjacent Residential Blocks for the purposes of calculating lot area, density, lot coverage, and landscape open space; and

- b) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law noted in part a) above for the reasons that:
- i) the revisions to the proposed by-law are minor in nature; and,
 - ii) it continues to implement a subdivision design that is generally consistent with the proposed Draft Plan of Subdivision and Zoning By-law Amendment circulated with the Notices of Application and Public Meeting;

it being noted that the Municipal Council approves the Zoning By-law Amendment application for the following reason:

- the policies of the Main Street Commercial (Official Plan) and Main Street (London Plan) permit residential units on the ground floor to the rear of commercial/store fronts; it being noted that the addition of residential to the rear meets the policies of the Official Plan and the new London Plan, and will help support the construction of the main street as envisioned by

the plan; it being further noted that the zoning reflects the optimum building type that would be contemplated (apartment buildings) and defines the type of dwelling unit that can be located to the rear of commercial for Block 46; it being also noted that all other special provisions in the zone remain unchanged. (2018-D09)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

7. Strategic Plan Variance Report

That, on the recommendation of the City Manager, with the concurrence of the Managing Director, Planning and City Planner, the staff report dated February 20, 2018, entitled "Strategic Plan Progress Variance" BE RECEIVED for information. (2018-C08)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

8. Building Division Monthly Report for December 2017

That the Building Division Monthly Report for the month of December, 2017 BE RECEIVED for information. (2017-D22)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

III. SCHEDULED ITEMS

9. 2nd Report of the Environmental and Ecological Planning Advisory Committee

That the following actions be taken with respect to the 2nd Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on February 15, 2018:

- a) the following actions be taken with respect to the Environmental and Ecological Planning Advisory Committee Work Plan:
 - i) the 2018 Work Plan for the Environmental and Ecological Planning Advisory Committee (EEPAC) appended to the 2nd Report of the EEPAC BE APPROVED; and,
 - ii) the 2017 Environmental and Ecological Planning Advisory Committee Work Plan Summary BE RECEIVED;
- b) a Working Group consisting of S. Madhavji (lead), P. Ferguson, S. Levin, K. Moser and C. Therrien, BE ESTABLISHED to review the proposed issues for investigation as provided by S. Madhavji; it being noted that once the proposed issues for investigation have been completed, they will be added to the 2018 EEPAC Workplan;
- c) the proposed Green Standards for Light Pollution and Bird-Friendly Development BE REFERRED back to the Working Group for finalization and to report back at the next EEPAC meeting;
- d) B. Krichker and R. Trudeau BE APPOINTED to the Dingman Creek Environmental Assessment Stakeholder Committee;
- e) the following actions be taken with respect to the Working Group comments pertaining to the application by Sifton Properties Limited, relating to the properties located on a portion of 3614 and 2630 Colonel Talbot Road and 6621 Pack Road:

- i) the Working Group comments appended to the 2nd Report of the Environmental and Ecological Planning Advisory Committee (EEPAC) BE FORWARDED to N. Pasato, Senior Planner, for consideration; it being noted that the EEPAC believes that the work to-date is incomplete and that a hydrogeological study needs to be completed;
 - ii) the proponent BE ADVISED that, with respect to the hydrogeological study referenced in clause a) above, the EEPAC is willing to review; it being noted that the EEPAC has the expertise;
 - iii) the proponent BE ADVISED that the Environmental Impact Statement only dealt with impacts from Phase 1; it being noted that the scope of the analysis should be the entire site and all phases as an Environmental Impact Statement will be required for all phases of the development;
 - iv) the proponent BE REQUESTED to work with adjacent landowners to coordinate studies and works so that overland flows post development support the ecological features and functions of the Natural Heritage System in the area;
 - v) N. Pasato, Senior Planner, BE ADVISED that it is the opinion of EEPAC that the EIS examination of only the subject lands is an example of piece meal planning for the natural heritage areas of the subject lands and the considered environmental matters may impact other applications; and,
 - vi) the proponent BE ADVISED that Official Plan policies do speak to consideration of system impacts; and,
- f) clauses 1 to 6, 10 and 13 BE RECEIVED.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

10. Property located at 2150 Oxford Street East (OZ-8851)

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application by Dancor Construction Limited, relating to the property located at 2150 Oxford Street East:

- a) the proposed by-law appended to the staff report dated February 20, 2018 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend the Official Plan by ADDING a policy to section 10.1.3 – Policies for Specific Areas;
- b) the proposed by-law appended to the staff report dated February 20, 2018 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan, as amended in part a) above), to change the zoning of the subject property FROM a Holding Light Industrial (h-199*h-200*LI1/LI2/LI4/LI5) Zone TO a Holding Light Industrial Special Provision (h-199*h-200*LI1/LI2/LI4(_)/LI5) Zone; and,
- c) the proposed by-law appended to the staff report dated February 20, 2018 as Appendix "C" BE INTRODUCED at a future Council meeting to amend The London Plan by adding new policies to the Specific Policies for the Light Industrial Specific Policies and adding the subject lands to Map 7 – Specific Policy Areas – of The London Plan and that three readings of the by-law enacting The London Plan amendments BE WITHHELD until such time as The London Plan is in force and effect;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

it being further noted that the Municipal Council approves the Zoning By-law Amendment application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2014;
- the recommended amendment is consistent with the Policies for Specific Areas of the Official Plan;
- the site's location at a gateway to the City from Highway 401 and in close proximity to the Airport lends itself to accommodate a wider range of office-type uses; and,
- the recommended amendment provides flexibility for the site to adjust to future market demands. (2018-D09)

Motion Passed

YEAS: S. Turner, M. Cassidy, J. Helmer, A. Hopkins (4)

NAYS: T. Park (1)

Voting Record:

Motion to open the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Motion to close the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

11. Property located at 2081 Trafalgar Street (Z-8846)

That, on the recommendation of the Managing Director, Planning and City Planner, with respect to the application by Nicholas Di Pardo, relating to the property located at 2081 Trafalgar Street, the proposed by-law appended to the staff report dated February 20, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-1) Zone TO a Residential R3 (R3-2) Zone and a Residential R3 Special Provision (R3-2(_)) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the recommended amendment is consistent with, and will serve to implement the policies of the Provincial Policy Statement, 2014 which encourage infill and intensification and the provision of a range of housing types, and efficient use of existing infrastructure;
- the recommended amendment is consistent with the policies of the Low Density Residential designation and will implement an appropriate infill development along Trafalgar Street in accordance with the residential intensification and broader Official Plan policies;
- the proposed residential uses and scale of development are consistent with the London Plan; and,
- the subject lands are of a suitable size and shape to accommodate the development proposed, and provide for a sensitive and compatible development within the surrounding neighbourhood. (2018-D09)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Voting Record:

Motion to open the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Motion to close the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

12. Property located at 255 South Carriage Road (Z-8850)

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application by Kenmore Homes, relating to the property located at 255 South Carriage the proposed by-law appended to the Planning and Environment Committee Added Agenda BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R4 (R4-4) Zone TO a Residential R4 Special Provision (R4-4 ()) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the proposed development is consistent with the Provincial Policy Statement;
- the proposed Zoning By-law Amendment provides for a form of residential development that is consistent with the Hyde Park Community Plan;
- the proposed Zoning By-law Amendment provides for a form of residential development that is consistent with the Multi Family Medium Density Residential policies of the Official Plan;
- the proposed Zoning By-law Amendment provides for a form of residential development that is consistent with the Neighbourhood Place Type and Neighbourhood Collector Street Classification policies of the London Plan; and,
- the proposed development is compatible with the surrounding residential development. (2018-D09)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Voting Record:

Motion to open the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Motion to close the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

13. Property located at 220 Adelaide Street South (Z-8853)

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application by 2479429 Ontario Inc., relating to the property located at 220 Adelaide Street South:

- a) the proposed by-law appended to the staff report dated February 20, 2018 BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Light Industrial (LI1) Zone TO a Light Industrial Special Provision (LI1(_)) Zone; and,
- b) the Managing Director, Planning and City Planner BE DIRECTED to consider an amendment to The London Plan place type policies as they relate to the properties located at 220 Adelaide Street South and 244 Adelaide Street South for a possible revision to Commercial Industrial Place Types;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- staff have reviewed the requested Zoning By-law Amendment and find that it is consistent with the Provincial Policy Statement and conforms with the existing Official Plan policies; it being noted that the policies of The London Plan do not identify Commercial Recreation Establishments as a permitted use within the Light Industrial Place Type although the recommended Zoning By-law Amendment is being evaluated against the existing Official Plan policies that are in-force and effect;
- it is recommended that Staff be directed to initiate an application to consider amending The London Plan to change the place type on the subject site from a Light Industrial Place Type to a Commercial Industrial Place Type; it being noted that the Commercial Industrial Place Type includes Commercial Recreation Establishments in the range of permitted uses, and it was identified through the review of this application that a Commercial Industrial Place Type may serve to better guide future development of this site and the adjacent site at 244 Adelaide Street South (Glen Cairn Community Resource Centre) than the current Light Industrial Place Type when considering the surrounding area; and,
- the addition of a Commercial Recreation Establishment as a permitted use at 220 Adelaide Street South is not anticipated to have adverse effects on the land uses in the surrounding context. (2018-D09)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Voting Record:

Motion to open the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Motion to close the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

14. Properties located at 644 and 646 Huron Street (Z-8843)

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application by Steve Pinhal, relating to the property located at 644 and 646 Huron Street:

- a) the attached revised proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Restricted Office (RO1) Zone TO a Holding Residential R9 Special Provision (h-5•R9-3(____)•H13) Zone;
- b) the Site Plan Control Approval Authority BE REQUESTED to consider the following design issues through the site plan control approval process:
 - i) the provision of the primary pedestrian entrance on the south façade of any new buildings with frontage on Huron Street;
 - ii) a building design that differentiates the ground floor through the use of pedestrian-scaled elements such as but not limited to, canopies and lighting, alternate window sizes/placement than the floors above;
 - iii) a building design that breaks up the perceived mass of the building through façade articulation (recesses and projections), appropriately scaled windows, the use of high quality materials, and appropriate roof forms and pitches; and,
 - iv) investigation by the applicant into whether the Reid Drain storm sewer crossing the property is still active. If the Reid Drain storm sewer is found to be inactive, the Site Plan Control Authority will work with the applicant to consider the possibility of consolidating the proposed two new buildings into one building; and,
- c) any future site plan control application for the subject site BE CONSIDERED by the Urban Design Peer Review Panel;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on the attached public participation meeting record made an oral submission regarding these matters;

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

- staff have reviewed the requested Zoning By-law Amendment application and, with the revisions incorporated into the recommended Zoning By-law Amendment, the recommendation is consistent with the Provincial Policy Statement and conforms with the existing Official Plan policies as well as the Council-adopted London Plan policies that apply to the site; and,
- the recommended Zoning By-law Amendment will allow for a form of residential intensification that fits within the surrounding context. The recommended special provisions for reduced front yard and interior side yard setbacks would allow for the construction of a building that does not create adverse impacts on its neighbours and helps to create a comfortable pedestrian environment on Huron Street. The recommended Zoning By-law Amendment would bring the permitted uses on the site into greater conformity with the policies of both the Official Plan and The London Plan by permitting residential uses where the present zoning only permits office uses. (2018-D09)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Voting Record:

Motion to open the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Motion to close the public participation meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

IV. ITEMS FOR DIRECTION

15. Property located at 1900 Kilgorman Way (H-8854)

That, the application by Harasym Homes Inc., relating to lands located at 1900 Kilgorman Way, comprising Lot 9 Registered Plan No. 33M-682, BE REFERRED back to the Managing Director, Development and Compliance Services and Chief Building Official to undertake a further Minimum Distance Separation (MDS) calculation in accordance with the 2017 MDS and to report back at the next Planning and Environment Committee meeting; it being noted that M. Moussa provided a delegation to the Planning and Environment Committee with respect to these matters. (2018-D09)

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Voting Record:

Motion to grant delegation status to M. Moussa at this meeting.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

V. DEFERRED MATTERS/ADDITIONAL BUSINESS

16. (ADDED) 3rd Report of the London Advisory Committee on Heritage

That the following actions be taken with respect to the 3rd Report of the London Advisory Committee on Heritage from its meeting held on February 14, 2018:

- a) the Cultural Heritage Screening Report for the London Bus Rapid Transit System, dated February 6, 2018, from WSP Group, BE REFERRED to the Stewardship Sub-Committee for review of properties identified in the Screening Report which may require further heritage research and a report back to the March meeting of the London Advisory Committee on Heritage (LACH) with respect to this matter;

it being noted that the LACH received the presentation appended to the 3rd Report of the LACH from J. Ramsay, Project Director, Rapid Transit Implementation and S. Jarrett, WSP Group, related to this matter;

- b) the following actions be taken with respect to the letter dated December 29, 2017, from W. Morgan, Community Heritage Ontario, seeking support from Ontario municipal heritage committees for federal action on the conservation of heritage properties:
- i) the establishment of a tax credit for the restoration and preservation of buildings listed on the Canadian Register of Historic Places BE ENDORSED by the London Municipal Council; and,
 - ii) the revised letter from the London Advisory Committee on Heritage, appended to the 3rd Report of the LACH in response to the above-noted communication from Community Heritage Ontario, BE APPROVED by the Municipal Council; and,
- c) clauses 1, 3 to 6, 9 and 10, BE RECEIVED.

Motion Passed

YEAS: S. Turner, T. Park, M. Cassidy, J. Helmer, A. Hopkins (5)

Motion to amend part b) i) to read “the establishment of a tax credit for the restoration and preservation of buildings listed on the Canadian Register of Historic Places BE ENDORSED by the London Municipal Council; and,”

Motion Passed

YEAS: S. Turner, T. Park, A. Hopkins (3)

NAYS: M. Cassidy, J. Helmer (2)

VI. CONFIDENTIAL

(Confidential Appendix enclosed for Members only.)

The Planning and Environment Committee convened in camera from 6:24 PM to 7:05 PM after having passed a motion to do so, with respect to the following matter:

- C.-1 A matter pertaining to litigation or potential litigation with respect to appeals to the Ontario Municipal Board arising out of the London Plan and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to appeals to the Ontario Municipal Board arising out of the London Plan.

VII. ADJOURNMENT

The meeting adjourned at 7:06 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

10. PUBLIC PARTICIPATION MEETING – Property located at 2150 Oxford Street East (OZ-8851)
 - *(Councillor Park indicating that this particular site was sold to the proponent as part of the Industrial Land Development Strategy; wondering if that is correct);* Mr. P. Yeoman, Director, Development Services, indicating that yes, that is correct.
 - Gary Blasik, Planning Consultant, working in support with Kirkness Consulting who made the application on behalf of Dancor – expressing support for the staff recommendation; believing that it will result in a very attractive office building similar in character and aesthetics to those around it and will be a very important contribution to this key gateway to the city.

PUBLIC PARTICIPATION MEETING COMMENTS

11. PUBLIC PARTICIPATION MEETING – Property located at 2081 Trafalgar Street (Z-8846)

- Casey Kulchycki, Zelinka Priamo Limited, on behalf of the applicant – indicating that they have reviewed the staff report and are in agreement with the recommendation; thanking Ms. S. Wise, Planner II and planning staff for working with them through the Zoning By-law Amendment process and they look forward to working with Development Services through the site plan process.
- Sandra Martin – advising that she lives directly south of the proposed property – advising that her initial reaction was, when it was proposed to her and she had called the City, was that they were going to open up Cartier and go into the rear of that; indicating that, as long as that does not happen, you will not hear from her because the address is Trafalgar Street and she thinks that is where it should be, it has been like that forever; reiterating that that is her only concern, that Cartier Road does not open into what she classifies as the rear of that property.

PUBLIC PARTICIPATION MEETING COMMENTS

12. PUBLIC PARTICIPATION MEETING – Property located at 255 South Carriage Road (Z-8850)
- *(Councillor Helmer enquiring how tall the townhouses are proposed to be, how many storeys);* Mr. C. Smith, Senior Planner, Development Services, responding that the townhouses have a twelve metre maximum which is consistent with the heights on the R-1 Zone.
 - B. Billings, on behalf of the applicant – advising that the applicant is in complete agreement with Mr. C. Smith's, Senior Planner, Development Services, analysis and recommendations.

PUBLIC PARTICIPATION MEETING COMMENTS

13. PUBLIC PARTICIPATION MEETING – Property located at 220 Adelaide Street South (Z-8853)
- *(Councillor Turner enquiring about The London Plan amendment proposal for 244 Adelaide Street South, which is not part of the subject application site, he would imagine that, prior to doing so, discussions with the property owner would take place and that would be brought forward at that time);* Ms. M. Knieriem, Planner II, responding that they would have to have discussions with the property owner and the community for consultation.
 - J. McGuffin, Monteith Brown Planning Consultants, on behalf of the applicant – thanking staff for the excellent presentation; expressing support for the first part of the recommendation, part a), being the rezoning to a Special Light Industrial provision; mentioning that there are other LI-LI3 Compound zone properties within this Light Industrial designation on Adelaide Street South; noting to the north on the west side, with uses including Commercial Recreation as well as day care centers; pointing out that there was a concern on this property that was brought forward by staff that a day care center may not be considered appropriate in this location and his client agreed to remove all of the other permitted uses within the LI-3 Zone, go to an LI-1 Special Provision to just add in the proposed commercial recreation facility onto the property; advising that his client does have concerns with respect to the review of The London Plan and how that will proceed; noting that limited commercial uses are permitted in The London Plan in the Light Industrial designation and that the LI-L3 Compound zone to the northwest, where there is a dance studio/day care facility is also located in The London Plan in the Light Industrial designation and zoned for both the LI-1 and LI-3 Zone; advising that the concern that their client would have would be what the implications to the range of permitted uses that would occur on the property would be and he would request that while this may be going to the public, if it is part of a larger review of The London Plan polices, that specific notice be given to his client so they have an opportunity to review and comment; Mr. M. Tomazincic, Manager, Current Planning, responding that the recommendation is to review these two specific properties as part of a future London Plan amendment so certainly the property owner would receive notification of that.

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 644 and 646 Huron Street.

WHEREAS Steven Pinhal has applied to rezone an area of land located at 644 and 646 Huron Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 644 and 646 Huron Street, as shown on the attached map comprising part of Key Map No. A103, from a Restricted Office (RO1) Zone to a Holding Residential R9 Special Provision (h-5•R9-3()•H13) Zone.
- 2) Section Number 13.4 c) of the Residential R9 (R9-3) Zone is amended by adding the following Special Provision:

R9-3() 644 and 646 Huron Street

a) Regulations:

- | | | |
|------|---|---|
| i) | Front Yard Setback
(Minimum and Maximum) | 2 metres (6.5 feet) to a maximum of 4 metres (13.1 feet). |
| ii) | Interior Side Yard Setback
(Minimum) | 2 metres (6.5 feet) plus 1 additional metre for each storey above the third storey. |
| iii) | Height
(Maximum) | 13 metres (42.6 feet). |

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

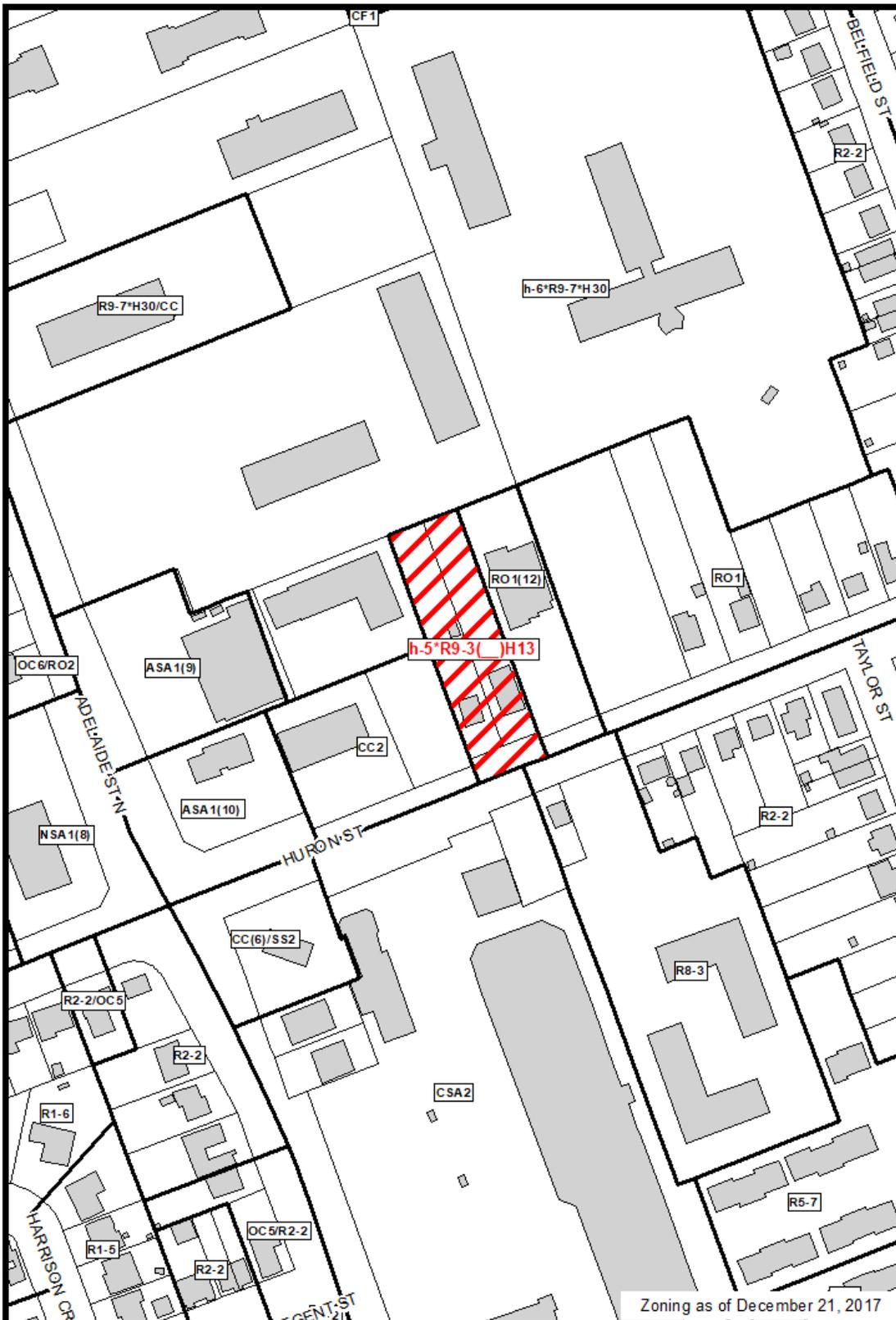
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-8843
Planner: MK
Date Prepared: 2018/01/12

SUBJECT SITE 



PUBLIC PARTICIPATION MEETING COMMENTS

14. PUBLIC PARTICIPATION MEETING – Properties located at 644 and 646 Huron Street (Z-8843)
 - *(Councillor Helmer noting that the parking requirements are higher than the minimum that is required under the zoning; asking staff to speak to why that is); Ms. M. Knieriem, Planner II, responding that they would not be changing the Zoning By-law requirements so they are not proposing to require the additional but what they are showing is what currently exists on the site with consideration for the new buildings that they are proposing; advising that, through the site plan process, that could change because through the site plan process they would also be looking at matters in terms of landscaping on site, etc.*

3RD REPORT OF THE
ADVISORY COMMITTEE ON THE ENVIRONMENT

Meeting held on February 7, 2018, commencing at 12:19 PM, in Committee Room #4, Second Floor, London City Hall.

PRESENT: S. Ratz (Chair), K. Birchall, M. Bloxam, S. Brooks, S. Hall, M. Hodge, L. Langdon, G. Sass, N. St. Amour and D. Szoller and J. Bunn (Secretary).

ABSENT: R. Harvey, J. Howell, T. Stoiber and A. Tipping.

ALSO PRESENT: T. Arnos, T. Copeland, M. McKillop, D. Pavletic and J. Stanford.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. SCHEDULED ITEMS

2. City of London's Pollution Prevention and Control Plan (PPCP)

That it BE NOTED that the attached presentation from M. McKillop, Environmental Services Engineer, related to the City of London's Pollution Prevention and Control Plan (PPCP), was received.

III. CONSENT ITEMS

3. 2nd Report of the Advisory Committee on the Environment

That it BE NOTED that the 2nd Report of the Advisory Committee on the Environment, from its meeting held on January 10, 2018, was received.

4. 1st Report of the Agriculture Advisory Committee

That it BE NOTED that the 1st Report of the Agricultural Advisory Committee, from its meeting held on January 17, 2018, was received.

5. 1st Report of the Waste Management Working Group

That it BE NOTED that the 1st Report of the Waste Management Working Group, from its meeting held on January 18, 2018, was received.

6. Public Information Centre #2 - Schedule B Environmental Assessment - East London Servicing Study

That it BE NOTED that the Notice of Public Information Centre #2 from K. Oudekerk, Wastewater Treatment Operations, City of London and T. Mahood, CH2M Hill Canada Limited, related to the Schedule B Environmental Assessment for the East London Servicing Study, was received.

IV. SUB-COMMITTEES & WORKING GROUPS

None.

V. ITEMS FOR DISCUSSION

7. Event Considerations for ACE in 2018

That it BE NOTED that the Advisory Committee on the Environment held a general discussion related to possible events to participate in, or host, in 2018.

8. Sub-Committee List

That it BE NOTED that the Advisory Committee on the Environment (ACE) held a general discussion related to the membership of the ACE Sub-Committees.

9. Work Plan

That the following actions be taken with respect to the Advisory Committee on the Environment (ACE) Work Plans:

- a) the revised, attached 2018 Work Plan for the Advisory Committee on the Environment BE FORWARDED to the Municipal Council for consideration; and,
- b) the revised, attached 2017 Advisory Committee on the Environment Work Plan Summary BE FORWARDED to the Municipal Council for their information.

VI. DEFERRED MATTERS/ADDITIONAL BUSINESS

10. (ADDED) West London Dyke Erosion Control - Municipal Class Environmental Assessment - Notice of Public Information Centre

That it BE NOTED that the Notice of Public Information Centre from C. Gorrie, Stantec Consulting Ltd. and S. Bergman, Stantec Consulting Ltd., related to the West London Dyke Erosion Control Municipal Class Environmental Assessment, was received.

11. (ADDED) Budget Adjustment - Event Funds

That the money, in the amount of \$10.75, left-over from the Urban Agriculture event held by the Advisory Committee on the Environment (ACE) in 2016 BE DEPOSITED into the ACE 2018 budget.

VII. ADJOURNMENT

The meeting adjourned at 1:50 PM.

NEXT MEETING DATE: March 7, 2018



Pollution Prevention and Control Plan

Advisory Committee on the Environment
February 7, 2018

london.ca



Pollution Prevention and Control Plan (PPCP)

- Overview
- Phases
- Mitigation Strategies
- Current Status

london.ca



PPCP Overview

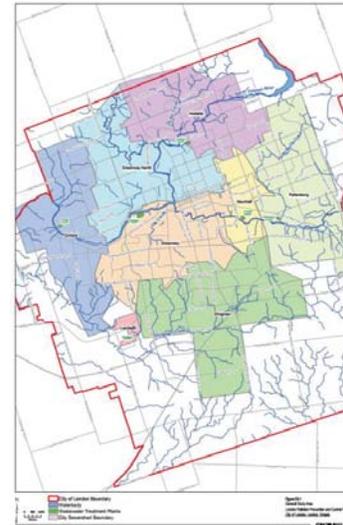
- Long term strategy to identify, investigate, and reduce sewer system overflows (SSOs) in the City
- Initiated in 2012 in accordance with MOECC Procedure F-5-5
- Undertaken as a Master Plan in accordance with the Municipal Engineers Association Municipal Class Environmental Assessment
- Mission Statement:



Sanitary sewer manhole with overflow to storm sewer

The PPCP will provide the City of London with a road map for implementation of infrastructure improvement projects that will mitigate the impacts of wet weather system overflows on the Thames river and its tributaries, in alignment with the City's commitment to environmental stewardship and protection of water resources.

london.ca



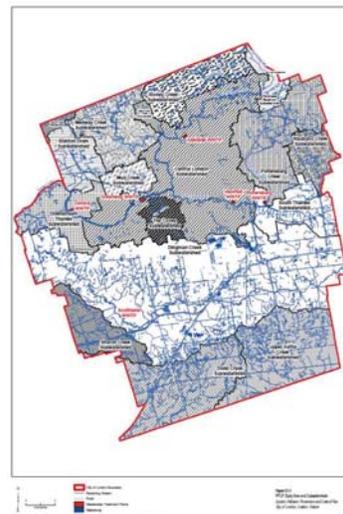
london.ca



PPCP Phases

- Focus: conveyance system including pumping stations
- Implemented in three phases:
 - Phase 1:
 - Develop an inventory of SSOs by sewershed
 - Assess available water quality data for the Thames River
 - Phase 2:
 - Complete benthic and water quality characterization of the Thames River
 - Characterize SSOs through 12 separate flow monitoring and hydraulic modelling assignments
 - Develop a priority list of SSOs based on:
 - Receiver water quality/level of impairment
 - Volume of overflow (for an average year)
 - Develop groups/families of related SSOs
 - Phase 3
 - Complete screening of prioritized SSO groups to identify preferred strategies for mitigation
 - Review alternatives strategies for prioritized SSO groups
 - Develop an implementation plan

london.ca



london.ca

ADVISORY COMMITTEE ON THE ENVIRONMENT - 2018 WORK PLAN

(updated February 7, 2018 by Susan Ratz)

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><u>Waste</u></p> <p>Managing organic waste</p> <p>1. Review & prioritize leading edge waste management systems that focus on waste as a resource technology (Biogas, Anaerobic Digester facility, landfill gas recovery i.e. Edmonton Waste Management Centre of Excellence)</p> <p>2. Follow the progress of City regarding development of a Resource Recovery Centre for London (invite staff members speak to ACE)</p> <p>3. Review the new Ontario Acts and legislation and how they will affect the City's direction and invite expert to speak on Provincial new policies.</p> <p>4. Continue research into organic waste diversion. Examine other cities' highly successful Green Bin programs (ie. Toronto, Halton) Invite a representative from successful Green Bin program to speak to ACE.</p> <p>Resource Recovery</p> <p>5. Monitor & review on-going resource recovery initiatives.</p> <p>Landfill Expansion</p> <p>6. Monitor & review on-going landfill expansion.</p>	<p>Waste Sub-Committee with Janice Howell as Sub-Cmte Chair coordinating</p>	<p>On-going</p>	<p>tbd</p>		<p>Building a Sustainable City 1-Robust Infrastructure D-Increase efforts resource recovery/ long-term disposal capacity/ reducing community impacts (p. 11 #1D)</p> <p>Building a Sustainable City 3-Strong and Healthy Environment D-Support resident/community driven initiatives... (p.12 #3D)</p> <p>Growing Our Economy 3-Local, Regional and Global Innovation B-Lead development of new ways to resource/energy recovery... (p. 17B)</p> <p>Leading in Public Service 3-Proactive Financial Management A – Well planned finances/limit burden on current and future rate payers. (p.21 #3A)</p>	

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><u>ACE Sub-Committee Communication Support / General</u></p> <p>7. From Joint Education & Outreach meetings with other advisory committee representatives in 2016 provide recommendations for Advisory Committee reception, and clarify common issues that were raised in the meetings.</p> <p>8. Continue to communicate and liase with other advisory committees as appropriate.</p> <p>9. Investigate opportunities to recognize and involve indigenous communities in ACE activities.</p>	<p>Susan Ratz</p> <p>Susan Ratz/ Chair</p> <p>Mary Ann</p>	<p>March / April 2018</p> <p>As appropriate</p> <p>tbd</p>	<p>\$0</p>		<p>Leading in Public Service 4-Collaborative, engaged leadership. A-Continue to build strong working relationships between City Council, Civic Administration, the City's agencies, boards and commissions, and community partners. (p.22 #4A)</p>	
<p><u>Natural Environment</u></p> <p>10.Urban Agriculture – Monitor progress as per Urban Agriculture Strategic Plan</p> <p>11.Pollinator Sanctuary Status & Related Issues</p>	<p>Natural Environment Sub-Committee</p>	<p>On-going</p> <p>tbd</p>	<p>\$0</p>		<p>Building a Sustainable City 3-Strong and Healthy Environment</p>	<ul style="list-style-type: none"> ACE member Diane Szoller to represent ACE on Urban Agriculture Steering Committee. (as per January 2018 ACE meeting)
<p><u>Sustainability Commitment</u></p> <p>12. Request updates from Greg Barrett regarding Resiliency Strategic Plan status.</p> <p>13. Support further actions in regards to sustainability & resiliency.</p>	<p>Susan Ratz</p> <p>Sustainability Sub-Committee</p>	<p>March/April 2018</p> <p>As needed</p>	<p>\$0</p>		<p>Building a Sustainable City 3-Strong and Healthy Environment</p>	
<p><u>Community Education</u></p> <p>14.Support community events directly and indirectly, as possible to increase awareness of environmental issues.</p>	<p>tbd</p>	<p>tbd</p>	<p>tbd</p>		<p>Strengthening Our Community</p> <p>Building a Sustainable City</p> <p>Growing Our Economy</p> <p>Leading in Public Service</p>	<ul style="list-style-type: none"> Proposed ideas for 2018 submitted to ACE at February 2018 meeting and were discussed.

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
					(to adjust based on focus of event)	
<p><u>Renewable Energy</u></p> <p>15. Explore possibilities for hydro-electric along Thames River</p> <p>16. Explore solar energy on municipally-owned buildings</p> <p>17. Ensure that co-generation/local electricity generation initiatives do not negatively impact the City of London carbon-dioxide emissions targets and carbon footprint or compromise local air quality</p>	Energy Sub-Committee		\$0		<p>Building a Sustainable City</p> <p>-Robust Infrastructure... Page 11, item 1B</p> <p>-Strong & healthy environment... Page 12, item 3A thru F, 5B</p>	
<p><u>Community Energy Action Plan</u></p> <p>18. Provide input on 2018 review.</p>	Energy Sub-Committee		\$0		<p>Building a Sustainable City</p> <p>-Robust Infrastructure... Page 11, item 1B</p> <p>-Strong & healthy environment... Page 12, item 3A thru F, 5B</p>	
<p><u>Built Environment</u></p> <p>19. Identify key items to review.</p> <p>20. Develop a draft green roof by-law</p>	<p>Built Environment Sub-Committee</p> <p>Diane Szoller</p>		\$0		<p>Building a Sustainable City</p> <p>-Robust Infrastructure... Page 11, item 1B</p> <p>-Strong & healthy environment... Page 12, item 3A thru F, 5B</p>	

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><u>Dark Sky Policy</u></p> <p>20. Review proposed policy developed by Dark Sky Working Group. <i>(Working group includes members of Animal Welfare, Environmental and Ecological Planning and Environment Advisory Committees.)</i></p>	Susan Hall	Dependent on EEPAC.	\$0		Building a Sustainable City -Strong and healthy environment... Page 12 3D -Beautiful places and spaces 4C	
<p><u>City Budget</u></p> <p>21. Review and provide feedback on budget.</p>	tbd	To be reviewed	\$0		Leading in Public Service	
<p><u>Committee Member Education & Development</u></p> <p>22. Request staff presentations on issues as appropriate.</p>		On-going / as needed.	\$0		ALL	

ADVISORY COMMITTEE ON THE ENVIRONMENT - 2017 WORK PLAN

(updated January 30, 2018 by Susan Ratz)

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><u>Managing organic waste</u></p> <p>1. Review & prioritize leading edge waste management systems that focus on waste as a resource technology (Biogas, Anaerobic Digester facility, landfill gas recovery i.e. Edmonton Waste Management Centre of Excellence)</p> <p>2. Follow the progress of City regarding development of a Resource Recovery Centre for London (invite staff members speak to ACE)</p> <p>3. Review the new Ontario Acts and legislation and how they will affect the City's direction and invite expert to speak on Provincial new policies.</p> <p>4. Continue research into a Green Bin program for the next budget (3 years) Examine other cities' highly successful Green Bin programs (ie. Toronto, Halton) Invite a representative from successful Green Bin program to speak to ACE.</p>	<p>Waste Sub-Committee</p>	<p>Item 1 – Report submitted Dec 2017</p> <p>Items 2 -4 During 2017/2018</p>	<p>\$150 for speakers in 2017</p> <p><i>(adjusted as necessary versus other proposed items)</i></p>	<p>\$0</p>	<p>Building a Sustainable City 1-Robust Infrastructure D-Increase efforts resource recovery/ long-term disposal capacity/ reducing community impacts (p. 11 #1D)</p> <p>Building a Sustainable City 3-Strong and Healthy Environment D-Support resident/community driven initiatives... (p.12 #3D)</p> <p>Growing Our Economy 3-Local, Regional and Global Innovation B-Lead development of new ways to resource/energy recovery... (p. 17B)</p> <p>Leading in Public Service 3-Proactive Financial Management A – Well planned finances/limit burden on current and future rate payers. (p.21 #3A)</p>	<ul style="list-style-type: none"> • Several members attended various meetings including the Waste Open House May 5th. • A presentation from S. Langer and K. Desjardins, Diabetes Canada, with respect to a proposal related to increasing textile recycling in London was received at the May 3rd ACE meeting. • Received a presentation from J. Stanford, Director, Environment, Fleet and Solid Waste, and W. Abbott, Project Manager, with respect to the early stages of the residual waste disposal strategy (including Environmental Assessment for the expansion of the W12A Landfill) and the development of the resource recovery strategy – May 3rd ACE meeting. • Received and reviewed in May 2017 a staff report from G. Kotsifas, Managing Director, Development and Compliance Services and Chief Building Official and K. Scherr, Managing Director, Environmental and Engineering Services and City Engineer, dated April 24, 2017, with respect to the update and next steps for the review of impacts from industrial sources (focus on odour) and potential municipal actions (primarily south of Highway 401). • In May the ACE Waste sub-committee met with Matt Helfand, a City Councillor advisor, to review the recent provincial policies on Waste management. • The Waste Sub-Committee's comments on the Resource Recovery Strategy and Residual Waste Disposal Strategy were submitted via the June ACE meeting. • Staff reports, dated September 28, 2017, as originally submitted to the Waste Management Working Group by the Director, Environment, Fleet and Solid Waste, entitled "Update Report #5: Programs, Projects and Provincial Activities that will Inform and/or Influence Strategies" and "Decision Report #5: Residual Waste Disposal Strategy Scope of Work as part of the Environmental Assessment Process", were received at the November ACE meeting.

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
						<ul style="list-style-type: none"> In October the Waste sub-committee met and provided feedback on the City's Waste Management Working Group reports (see January agenda).
<p><u>ACE Sub-Committee Communication Support</u></p> <p>5. Continue to Encourage and facilitate communication at the sub-committee level.</p> <p>6. Continue to encourage ACE members to participate in London Clean & Green activities.</p> <p>7. From Joint Education & Outreach meetings with other advisory committee representatives in 2016 provide recommendations for Advisory Committee reception, and clarify common issues that were raised in the meetings.</p>	Education & Outreach Sub-Committee	<p>Item 5&6 – Ongoing / As needed</p> <p>Item 7 – March/April 2017</p>	\$0	\$0	<p>Leading in Public Service 4-Collaborative, engaged leadership.</p> <p>A-Continue to build strong working relationships between City Council, Civic Administration, the City's agencies, boards and commissions, and community partners. (p.22 #4A)</p>	<ul style="list-style-type: none"> An idea for increasing networking at the annual Advisory Committee Reception were forwarded to the Mayor's office, and were subsequently implemented at the event.
<p><u>Natural Environment</u></p> <p>8. Help in establishing Working Groups for Urban Agriculture work</p> <p>9. Continue to be involved with the development of Urban Agriculture Strategy</p> <p>10. Continue conversation with City, EEPAC and Urban League during 2017 regarding development of a City ecosystems services master plan.</p> <p>11. Explore inclusion of concept of ecosystem services for staff planning processes</p> <p>12. Explore creation of environmental master plan as envisaged in London Plan</p> <p>13. Pollinator Sanctuary Status for the City of London – Review and get update from city staff.</p>	Natural Environment Sub-Committee	2017-2018	\$0 year 1	\$0	<p>Building a Sustainable City</p> <p>3-Strong and Healthy Environment</p>	<ul style="list-style-type: none"> Initiated working group organization for urban agriculture on Jan. 21, 2017 (Item 1) – FUAL Friends of Urban Agriculture London. Attended discussion with city staff on urban agriculture strategy February 2017. Hosted a joint Advisory Committee meeting re Urban Agriculture Draft Strategy May 4, 2017 with staff, consultants and members of the London-Middlesex Food Policy Council. Reviewed and forwarded input from the Accessibility and Animal Welfare advisory committees regarding the Urban Agriculture Strategy. Reviewed timing related to provincial Bees Act revisions. Initiated and met with Linda McDougall, Ecologist, Environmental and Parks Planning, Planning Services regarding Pollination related issues May 31, 2017. Received presentation with respect to the One River Master Plan Environmental Assessment Study from A. Rammeloo, Acting Division Manager, Stormwater Engineering at the October 2017 ACE meeting.

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><u>Sustainability Commitment</u></p> <p>14. Develop sustainability statement for City of London</p> <p>15. Develop sustainability map for City</p> <p>16. Put together proposal for the creation of a position of Sustainability Officer for the City of London</p>	Sustainability Sub-Committee	2017	\$0 year 1	\$0	Building a Sustainable City 3-Strong and Healthy Environment	
<p><u>Community Education</u></p> <p>17. Host an event open to the public regarding the environment.</p>	tbd	November 2017	\$1000 <i>(adjusted as necessary versus other proposed items)</i>	\$1413.36	Strengthening Our Community Building a Sustainable City Growing Our Economy Leading in Public Service (to adjust based on focus of event)	<ul style="list-style-type: none"> • Lead partner in the Resilient Cities Conference held November 18, 2017 attracting over 200 attendees. • Draft report submitted on January 2018 ACE Agenda. • Final report to be submitted for March or April 2018 ACE Agenda.
<p><u>Local Improvement Charges (LIC)</u> (priority for Energy sub-cmte)</p> <p>18. Continue to monitor status of using LICs to implement a PACE-style program.</p> <p>19. Continue to monitor pilot projects in other cities.</p> <p>20. Get ongoing updates from CHEERIO progress.</p> <p><u>Renewable Energy</u></p> <p>21. Explore possibilities for hydro-electric along Thames River</p> <p>22. Explore solar energy on municipally-owned buildings</p> <p>23. Ensure that co-generation/local electricity</p>	Energy Sub-Committee			\$0	Building a Sustainable City -Robust Infrastructure... Page 11, item 1B -Strong & healthy environment... Page 12, item 3A thru F, 5B	<ul style="list-style-type: none"> • The Energy Sub-Committee met Feb 1, 2017.

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p>generation initiatives do not negatively impact the City of London carbon-dioxide emissions targets and carbon footprint or compromise local air quality</p> <p><u>Community Energy Action Plan</u></p> <p>24. Review current plan and monitor progress.</p>						
<p><u>Low-Impact Development</u> (priority for sub-cmte)</p> <p>25. Community improvement plans.</p> <p>26. Xeriscaping</p> <p>27. Continue to monitor and provide advice on stormwater management (incl. bioswales)</p> <p><u>Alternative Building Materials / Strategies</u></p> <p>28. Implement the Living Building Challenge as a City policy</p> <p>29. Develop a draft green-roof by-law</p> <p>30. Review the possibilities of heated sidewalks in urban areas (incl. My Dundas)</p> <p><u>Nighttime Issues</u></p> <p>31. Establish “night markets” in downtown core and Old East area: residents get more exercise and get more use out of existing infrastructure/ resources</p>	<p>Built Environment Sub-Committee</p>			<p>\$0</p>	<p>Building a Sustainable City</p> <p>-Strong & healthy environment...Page 12, item 3D</p> <p>-Beautiful places and spaces... Page 13, item 4ABC</p>	<ul style="list-style-type: none"> • The Built Environment sub-committee met Feb 2, 2017. • A presentation from G. Barrett, Manager, Long Range Planning and Research, with respect to the land development process, was received at the June ACE meeting. • A presentation from J. Ramsay, Project Manager, Rapid Transit Implementation, with respect to an update on the Rapid Transit Project, was received at the December 2017 ACE meeting.

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><u>Dark Sky Policy</u></p> <p>32. Review proposed policy developed by Dark Sky Working Group. <i>(Working group includes members of Animal Welfare, Environmental and Ecological Planning and Environment Advisory Committees.)</i></p>	ACE	Draft policy to be ready April/May for review.	\$0	\$0	Building a Sustainable City -Strong and healthy environment... Page 12 3D -Beautiful places and spaces 4C	<ul style="list-style-type: none"> Awaiting EEPAC's review of the Dark Sky Policy.
<p><u>City Budget</u></p> <p>33. Review and provide feedback on budget annually.</p>	ACE	Aug - Contact city staff to confirm consultation timelines. Oct-Dec – Review budget and provide feedback.		\$0	Leading in Public Service	<ul style="list-style-type: none"> Received presentation from A Dunbar (city) re Financial Planning & Gas Tax Funding (Feb 2017)
<p><u>Committee Member Education & Development</u></p> <p>34. Invite speakers to present to ACE on subjects relating to our scope. <i>(Where possible and appropriate presentations will be done virtually to minimize expense.)</i></p> <p>35. Members to attend conferences on subjects relating to scope of ACE. Any agreed upon conferences will have a written summary report on the conference and any impacts for London.</p>	ACE	2017	\$500 <i>(adjusted as necessary versus other proposed items)</i>	\$0	ALL	<ul style="list-style-type: none"> A presentation from K. Grabowski, Transportation Design Engineer, with respect to bike lanes, was received in March 2017. A presentation from R. Craven, Supervisor, Community Development with respect to the Neighbourhood Decision-Making Program, was received at the September ACE meeting.

1ST REPORT OF THE
TREES AND FORESTS ADVISORY COMMITTEE

Meeting held on January 24, 2018, commencing at 12:15 PM, in Committee Room #4, Second Floor, London City Hall.

PRESENT: R. Manella (Chair), T. Khan, J. Kogelheide, C. Linton, G. Mitchell, K. Richardson, N. St. Amour and R. Walker and H. Lysynski (Acting Secretary).

ABSENT: C. Haindl and M. Szabo.

ALSO PRESENT: A. Beaton, E. Conway, M. Pease, J. Ramsay and J.A. Spence.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Election of Chair and Vice Chair for the term ending November 30, 2018

That it BE NOTED that the Trees and Forests Advisory Committee elected R. Manella and C. Linton as Chair and Vice Chair, respectively, for the term ending November 30, 2018.

II. SCHEDULED ITEMS

3. Site Plan Approval Process for Tree Planting and Landscape Plans

That M. Pease, Manager, Development Planning and J.A. Spence, Manager, Urban Forestry, BE REQUESTED to provide the Trees and Forests Advisory Committee (TFAC), at its June, 2018 meeting, information relating to how many incidents of tree planting near hydro poles they prevented or resolved in 2017; it being noted that the TFAC heard verbal presentations from M. Pease, Manager, Development Planning and E.L. Conway, Landscape Planner, with respect to the site plan approval process for tree planting and landscape plans.

III. CONSENT ITEMS

4. 12th Report of the Trees and Forests Advisory Committee

That it BE NOTED that the 12th Report of the Trees and Forests Advisory Committee, from its meeting held on November 22, 2017, was received.

IV. SUB-COMMITTEES & WORKING GROUPS

None.

V. ITEMS FOR DISCUSSION

5. Rapid Transit Municipal Council Advisory Group Stakeholder Session Update

That it BE NOTED that a verbal update from C. Linton with respect to the Rapid Transit Municipal Council Advisory Group Stakeholder sessions that were held in October and December, 2017, was received.

6. 2018 Work Plan

That consideration of the 2018 Trees and Forests Advisory Committee Workplan BE POSTPONED to the next meeting.

VI. DEFERRED MATTERS/ADDITIONAL BUSINESS

7. (ADDED) Tree Protection By-law

That the Manager, Urban Forestry, BE REQUESTED to provide an update on the impact of the Tree Protection By-law as it relates to the proposed amendments to the by-law at the next Trees and Forests Advisory Committee meeting.

8. (ADDED) Community Tree Planting Projects

That K. Richardson and J. Ramsay, Forestry Technologist, BE REQUESTED to report back at the next Trees and Forests Advisory Committee meeting with respect to the Community Planting Projects report as it relates to the size of the trees being removed and the size of the replacement trees planted.

9. (ADDED) Green Legacy Program

That K. Richardson BE REQUESTED to report back at the next Trees and Forests Advisory Committee meeting with respect to the Green Legacy program.

10. (ADDED) Dingman Creek Sub-Committee

That it BE NOTED that C. Linton indicated that the Dingman Creek Sub-Committee has not met recently.

VII. ADJOURNMENT

The meeting adjourned at 1:38 PM.

NEXT MEETING DATE: February 28, 2018

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P.ENG
Managing Director, Development & Compliance Services and
Chief Building Official

Subject: Application By: 905 Sarnia Inc.
905 Sarnia Road

For: Removal of Holding Provisions (h, h-65, and h-100)

Meeting on: February 20, 2018

Recommendation

That, on the recommendation of the Senior Planner, Development Planning, based on the application of 905 Sarnia Inc. relating to the property located at 905 Sarnia Road the attached proposed by-law **BE INTRODUCED** at the Municipal Council meeting on March 6, 2018 to amend Zoning By-law No. Z.-1 in conformity with the Official Plan to change the zoning of 905 Sarnia Road **FROM** a Holding Residential R1 Special Provision (h*h-100*R1-3 (8)) Zone, a Holding Residential R1 Special Provision (h*h-65*h-100*R1-3 (15)) Zone, a Holding Residential R1 Special Provision (h*h-82*h-100*R1-13 (3)) Zone, a Holding Open Space (h*OS5) Zone **TO** a Residential R1 Special Provision (R1-3 (8)) Zone, a Holding Residential R1 Special Provision (h-82*R1-13 (3)) Zone, a Holding Residential R1 Special Provision (R1-3 (15)) Zone, and an Open Space (OS5) Zone to remove the h., h-65 and h-100 holding provisions.

Executive Summary

Purpose and the Effect of Recommended Action

The purpose and effect of this zoning change is to remove the h., h-65 and h-100 holding symbols to permit the development of 65 single detached dwelling lots.

Rationale of Recommended Action

1. The removal of the holding provisions will allow for development in conformity with the Zoning By-law.
2. Through the subdivision approval process the required security has been submitted to the City of London, the execution of the subdivision agreement is imminent and the h, h-65 and h-100 holding provisions are no longer required.
3. The proposed part block has not been registered and consolidated with the abutting lands. Removal of the h-82 holding provision is not appropriate at this time.

Analysis

1.1 Location Map



LOCATION MAP	LEGEND
<p>Subject Site: 905 Sarnia Road Applicant: 905 Samia Inc. File Number: H-8849 Planner: Craig Smith Created By: Craig Smith Date: 2017-11-07 Scale: 1:5000</p>	<ul style="list-style-type: none">  Subject Site  Parks  Assessment Parcels  Buildings  Address Numbers
<p>Corporation of the City of London Prepared By: Planning and Development</p>	

1.2 Subdivision Phase 2nd 905 Sarnia Road



2.0 Description of Proposal

To remove the h. h-65, h-82 and h-100 holding provisions from the lands that ensures for the orderly development of land and for the provision of adequate water service and appropriate access, the consolidation of lots with abutting lands and the implementation of noise mitigation from the CP rail line a development agreement shall be entered into to the satisfaction of the City. The removal of the h., h-65 and h-100 holding provision will allow for the construction of 65 single detached homes.

3.0 Relevant Background

3.1 Planning History

The application for Draft Plan of Subdivision Approval was accepted on July 28, 2014. It was circulated to the required agencies and municipal departments. The Public Participation Meeting was held on March 23, 2015 and Draft Approval to permit 97 single detached lots, 17 single detached part blocks, 3 city park blocks (Block 116 117, 118), 3 local public streets (extension of Sandbar Street, and new Street "A"), and 1 secondary collector street (extension of Lawson Road) with conditions was granted on April 20, 2015.

The first phase consisted of 39 single detached lots, 11 single detached part blocks and 2 park blocks and was registered on July 15, 2016 as Plan 33M-700. Council removed the h. and h-100, holding provisions on July 26, 2016 and the h-65 and h-82, holding provisions on April 18, 2017 on the first phase.

This application is to remove the holding provisions from the second phase of the development. The second and final phase consists of 65 single detached lots, 1 single detached part block and 1 park block. On October 3, 2017 Council endorsed the special provisions and recommended that a subdivision agreement be entered into with the City of London. The Owner and the City have signed the subdivision agreement and securities have been posted. Final registration for the subdivision is imminent.

4.0 Key Issues and Considerations

Why is it Appropriate to remove this Holding Provision?

The h. holding provision states that:

"To ensure the orderly development of lands and the adequate provision of municipal services, the "h" symbol shall not be deleted until the required security has been provided for the development agreement or subdivision agreement, and Council is satisfied that the conditions of the approval of the plans and drawings for a site plan, or the conditions of the approval of a draft plan of subdivision, will ensure a development agreement or subdivision agreement is executed by the applicant and the City prior to development."

The applicant has submitted the required security to the City of London for the 2nd Phase of the 905 Sarnia Inc. subdivision. The special provisions have been endorsed by Council. The owner has provided the necessary security and the subdivision agreement is being finalized for execution by the owner and the City. This satisfies the requirement for removal of the "h" holding provision.

h-65 Holding Provision

The h-65 holding provision states that:

"To ensure there are no land use conflicts between the adjacent arterial roads and/or rail line and the proposed residential uses, the "h-65" shall not be deleted until the owner agrees to implement all noise and vibration attenuation measures, recommended in noise and vibration assessment reports acceptable to the City of London."

The Owner has entered into an agreement to implement all noise and vibration

attenuation measures as recommended in the accepted noise and vibration study. Condition of the subdivision agreement states: *Prior to the issuance of any Certificate of Conditional Approval for Lots 1 through 13 of this Plan, the Owner shall construct the berm and noise attenuation fence as per the accepted engineering drawings and accepted noise study dated June 30, 2014 prepared by Development Engineering, all to the satisfaction of the City. The berm/noise barrier shall not be constructed on any railway property. The Owner's noise consultant shall provide to the City, a Certificate of Compliance, all to the satisfaction of, and at no cost to the City.*

Final registration of the subdivision agreement is imminent and a clause is included to ensure that building permits will not be issued on these lots pending the completion of the noise and vibration mitigation measures as required by the accepted noise study. It is appropriate to remove the h-65 holding provision from these lots at this time.

h-100 Holding Provision

The (h-100) holding provision states that:

"To ensure there is adequate water services and appropriate access, no more than 80 units may be developed until a looped watermain system is constructed and there is a second public access available to the satisfaction of the City Engineer, prior to the removal of the h-100 symbol."

The h-100 holding provision requires that a looped watermain system be constructed and a second public access is available for these lands. A looped watermain has been constructed and Lawson Road is being extended and completing the connection to lands to the north and east. The completion of Lawson Road provide full public access to the subdivision. This satisfies the requirement for removal of the "h" holding provision.

h-82 Holding Provision

The (h-82) holding provision states that:

"To ensure that there is a consistent lotting pattern in this area, the "h-82" symbol shall not be deleted until the part block has been consolidated with adjacent lands."

The Land Registry Office requires that the lands to be consolidated be in a registered plan of subdivision. Removal of the h-82 holding provision is not appropriate at this time and has been deferred to allow for the plan to be registered and for the consolidation of the parcels.

More information and detail about public feedback and zoning is available in Appendix B & C.

5.0 Conclusion

It is appropriate to remove the h., h-65 and h-100 holding provisions from the subject lands at this time as second public road access and water looping has been provided, noise and vibration mitigation measures will be implemented, the required security has been submitted to the City of London and registration of the subdivision agreement is imminent.

Prepared and Recommended by:	C. Smith MCIP, RPP Senior Planner, Development Planning
Reviewed by:	Lou Pompili, MCIP, RPP Manager, Development Planning
Reviewed by:	Matt Feldberg Manager Development Services (Subdivisions)
Concurred in by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P. Eng. Managing Director, Development and Compliance Services and Chief Building Official

February 12, 2018

CS/

Y:\Shared\DEVELOPMENT SERVICES\4 - Subdivisions\2017\H-8791 - 255 South Carriage Way (CS)\AODA PECAReportH-8791.docx

Appendix A

Bill No. (Number to be inserted by Clerk's Office)
2018

By-law No. Z.-1- _____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 905 Sarnia Road.

WHEREAS 905 Sarnia Inc. have applied to remove the holding provisions from the zoning for the lands located at 905 Sarnia Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 255 South Carriage Road, as shown on the attached map, to remove the h. and h-100 holding provisions so that the zoning of the lands as a Residential R1 Special Provision (R1-3 (8)) Zone, a Holding Residential R1 Special Provision (h-82*R1-13 (3)) Zone, a Holding Residential R1 Special Provision (R1-3 (15)) Zone, and an Open Space (OS5) Zone
2. This By-law shall come into force and effect on the date of passage.

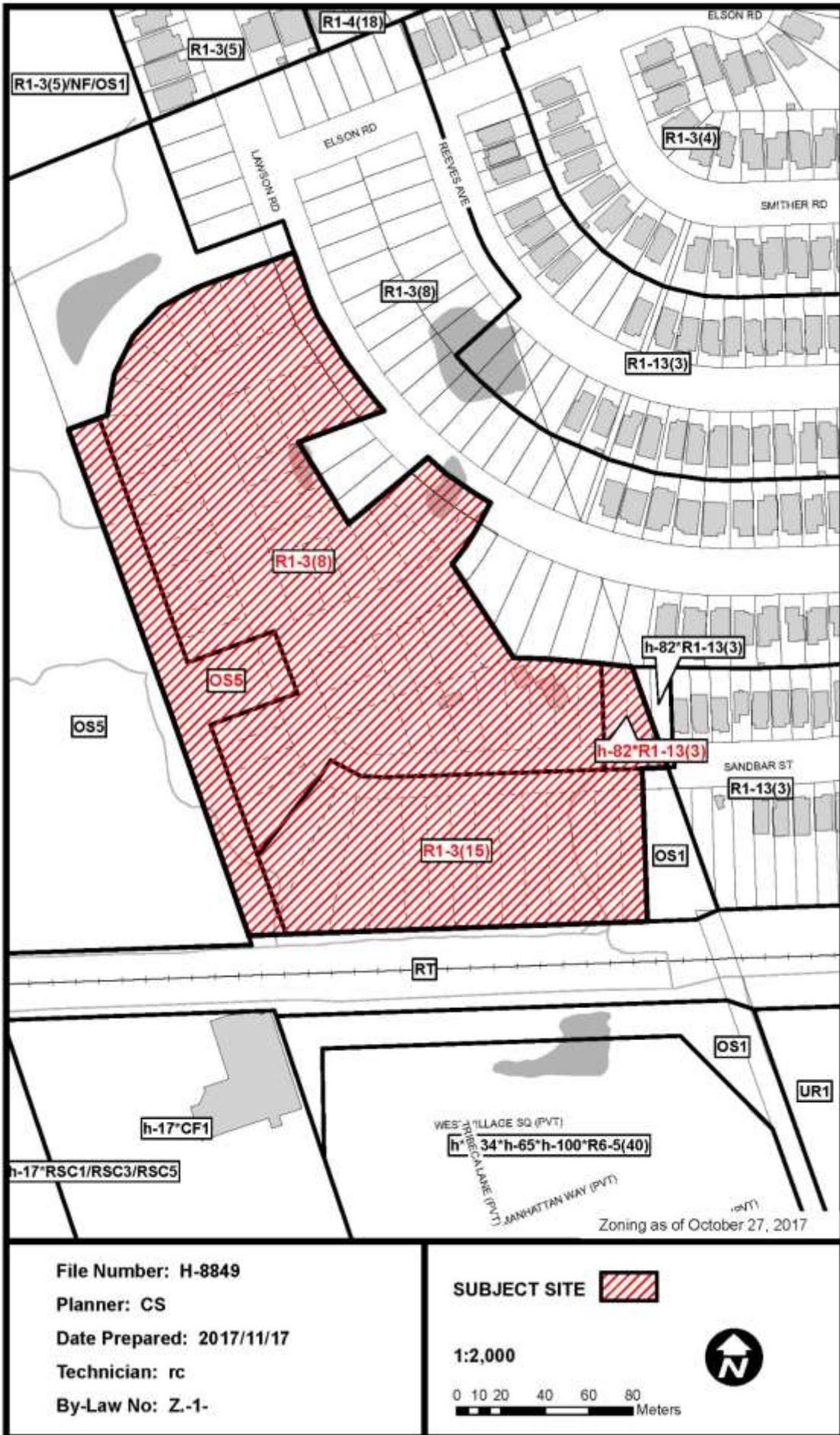
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -March 6, 2018
Second Reading –March 6, 2018
Third Reading - March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



© 2017

Appendix B – Public Engagement

Community Engagement

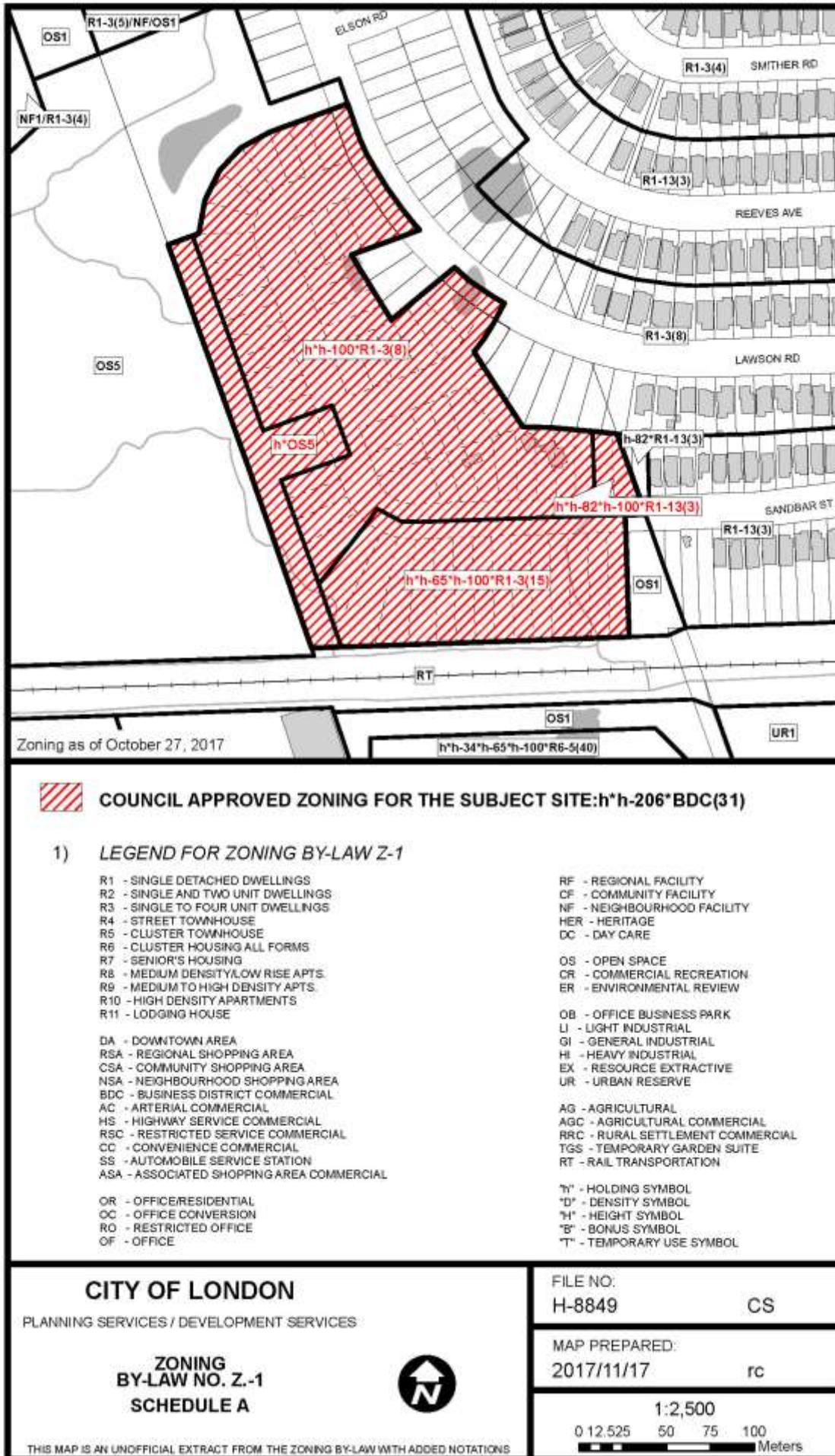
Public liaison: Notice of the application was published in the Londoner on July 6, 2017

0 replies were received

Nature of Liaison: City Council intends to consider removing the h and h-100 holding provisions from the lands that ensures for the orderly development of land and for the provision of adequate water service and appropriate access a development agreement shall be entered into to the satisfaction of the City. Council will consider removing the holding provision as it applies to these lands no earlier than July 31, 2017.

Appendix C – Relevant Background

Existing Zoning Map



Appendix A

Bill No. (Number to be inserted by Clerk's Office)
2018

By-law No. Z.-1- _____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 905 Sarnia Road.

WHEREAS 905 Sarnia Inc. have applied to remove the holding provisions from the zoning for the lands located at 905 Sarnia Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 905 Sarnia Road, as shown on the attached map, to remove the h. and h-100 holding provisions so that the zoning of the lands as a Residential R1 Special Provision (R1-3 (8)) Zone, a Holding Residential R1 Special Provision (h-82*R1-13 (3)) Zone, a Holding Residential R1 Special Provision (R1-3 (15)) Zone, and an Open Space (OS5) Zone
2. This By-law shall come into force and effect on the date of passage.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -March 6, 2018
Second Reading -March 6, 2018
Third Reading - March 6, 2018

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P.ENG
Managing Director, Development & Compliance Services and
Chief Building Official

Subject: Application By: Jipeng Zou & Junjun Chen
810 Southdale Road East

For: Removal of Holding Provision (h-117)

Meeting on: February 20, 2018

Recommendation

That, on the recommendation of the Planner II, Development Services, based on the application of Jipeng Zou and Junjun Chen, relating to the property located at 810 Southdale Road East, the attached proposed by-law **BE INTRODUCED** at the Municipal Council meeting on March 6, 2018 to amend Zoning By-law No. Z.-1 (in conformity with the Official Plan) to change the Zoning of the subject lands **FROM** a Holding Special Provision Convenience Commercial/Automobile Service Station (h-117*CC2/SS3(2)) Zone **TO** a Special Provision Convenience Commercial/Automobile Service Station (CC2/SS3(2)) Zone, to remove the "h-117" holding provision.

Executive Summary

Purpose and the Effect of Recommended Action

The purpose and effect of this zoning change is to remove the holding symbol h-117 to permit the development of an automobile repair garage.

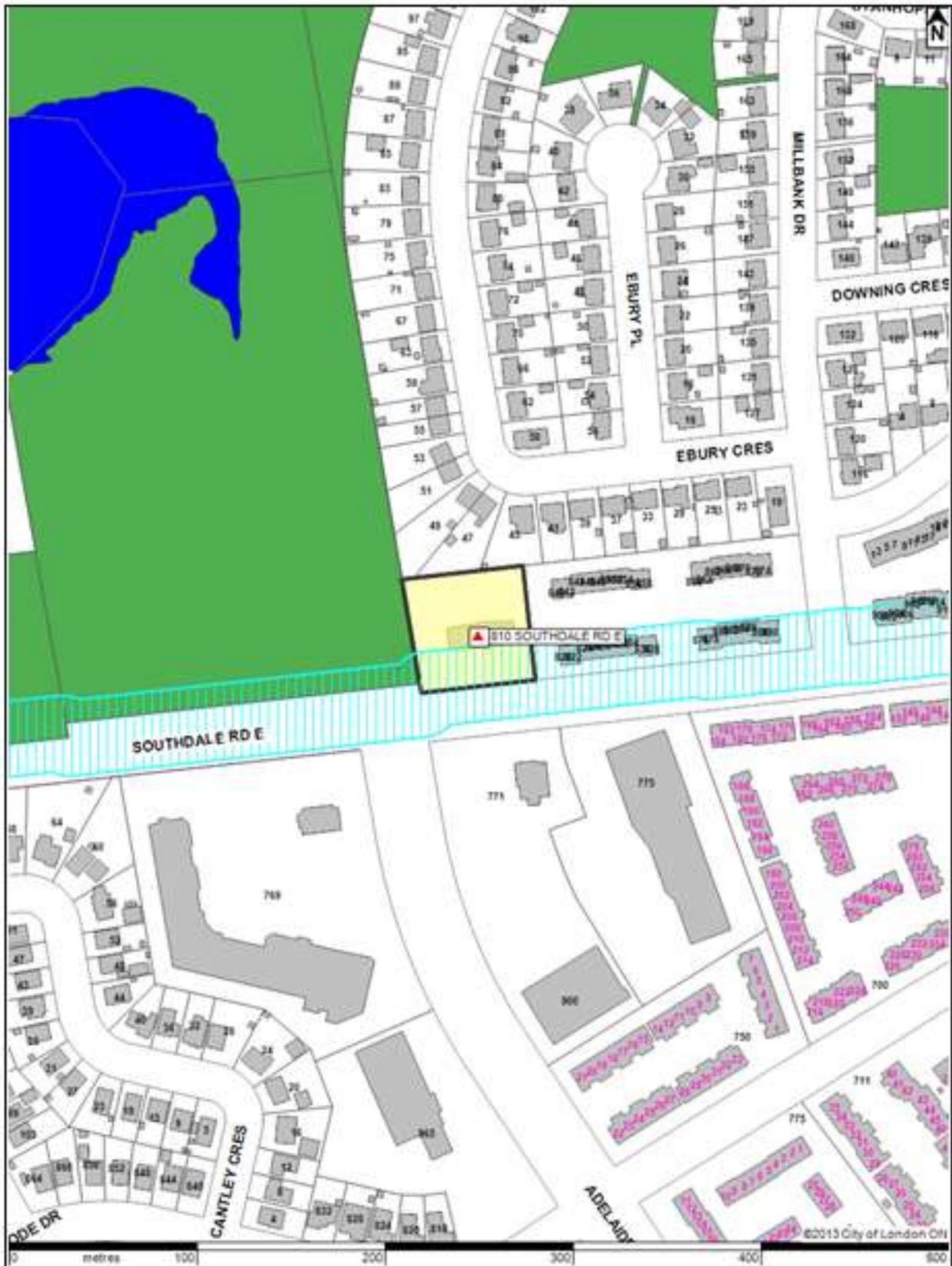
Rationale of Recommended Action

1. The conditions for removing the holding (h-117) provision has been met and the recommended amendment will permit an automobile repair establishment on this parcel in conformity with the Zoning By-law.
2. Through the Site Plan Approval process (SP12-0032027) a development agreement (ER1139563) has been executed to the satisfaction of the City.
3. Performance security has been posted with the City in accordance with City policy to ensure that as redevelopment proceeds, it is consistent with the approved plan.

Analysis

1.0 Site at a Glance

1.1 Location Map



<p>LOCATION MAP</p> <p>Subject Site: 810 Southdale Road East File Number: H-8204 Created By: Sean Meksula Date: 2013-07-10 Scale: 1:2500</p> <p>Corporation of the City of London Prepared By: Planning and Development</p>	<p>LEGEND</p> <ul style="list-style-type: none"> Subject Site Parks Assessment Parcels Buildings Address Numbers
---	--

2.0 Description of Proposal

The purpose and effect of this zoning change is to remove the holding symbol h-117 to permit the development of an automobile repair garage.

3.0 Relevant Background

3.1 Planning History

The subject site is located on the north side of Southdale Road East, just east of the intersection where Adelaide Street South terminates. The site is the location of a vacant service station building previously associated with a gas bar that ceased operation in 1993. The property is relatively flat and exists at a slightly lower elevation than the surrounding properties to the west, north and east. Both Southdale Road East and Adelaide Street South are classified as arterial roads.

The Petro Fina Service Station was constructed on the site in 1970. In 1987, a minor variance was granted with conditions for the property allowing the sale of four automobiles in association with the service station. The Petro-Canada service station closed in 1993 and the site has been vacant and occupied intermittently since that time.

In 1999, the City received an application to amend the Official Plan and the Zoning By-law to allow convenience commercial uses in addition to the permitted service station uses. Council adopted an Official Plan Amendment to identify the site as a Convenience Commercial location in a Residential designation where convenience commercial uses are permitted, and amended the Zoning By-law to add the Convenience Commercial (CC2) Zone. Three readings of the Zoning by-law amendment were withheld until the applicant entered into a development agreement with the City. A development agreement was entered into and registered on title April 22, 2002 as Instrument number ERI 53781. The proposed take-out restaurant and convenience store were never established on the site, but the development agreement, with the related approved site plan, remain registered on title.

On June 20, 2013, an application was received from Jipeng Zou & Junjun Chen to remove the “h-117” provision from the subject site in order to permit future development of an automobile repair garage under the Convenience Commercial (CC2) and Automobile Service Station Special Provision (SS3(2)) Zone. A notice of application was circulated to the required municipal departments on July 24, 2013. A notice of application was published in The Londoner on July 25, 2013. The application remained dormant as the applicant was proceeding with the Site Plan Control approval requirements.

4.0 Key Issues and Considerations

What is the purpose of the holding provision and why is it appropriate to remove it?

The “h-117” holding provision states that:

“To ensure the orderly development of lands and the adequate provision of municipal services, the h-117 symbol shall not be deleted until the current approved and registered site plan for the property is amended.”

Holding provisions advise property owners of issues to be addressed before development can occur.

Since there are full municipal services available for this site, and the applicant has registered a site plan and a development agreement (ER1139563) has been executed to the satisfaction of the City which satisfies this holding provision. It is appropriate to consider removal of the holding provision.

The proposed removal of the holding provision is consistent with the Provincial Policy Statement (PPS). The proposed development is located within a “Settlement Area”, and makes efficient use of the site. The proposed development will take advantage of existing infrastructure.

More information and detail regarding public feedback and Zoning is available in Appendix B & C.

5.0 Conclusion

In an effort to work with the applicant and move the file forward expeditiously, Staff is recommending the removal of the h-117 holding provision from the subject lands, as the Applicant has registered the Site Plan and Development Agreement to City's satisfaction and posted security. As a result it is appropriate at this time to remove the holding provision (h-117) from these lands.

Prepared by:	Sean Meksula, MCIP, RPP Planner II, Development Planning
Reviewed by:	Lou Pompili, MCIP, RPP Manager, Development Planning
Received by:	Matt Feldberg Manager Development Services (Subdivision)
Concurred in by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P. Eng. Managing Director, Development and Compliance Services and Chief Building Official

February 13, 2018
SM/

Y:\Shared\DEVELOPMENT SERVICES\4 - Subdivisions\2013\H-8204 - 810 Southdale Rd E (SM)\Report to PEC H-8204-AODA.docx

Appendix A

Bill No.
2018

By-law No. Z.-1-_____

A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning on lands located at 810 Southdale Road East.

WHEREAS Jipeng Zou and Junjun Chen has applied to remove holding provision from the zoning on the lands located at 810 Southdale Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 810 Southdale Road East, as shown on the attached map to remove the "h-117" holding provision so that the zoning of the lands as a Convenience Commercial/Automobile Service Station (CC2/SS3(2)) comes into effect.

2. This By-law shall come into force and effect on the date of passage.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -March 6, 2018
Second Reading -March 6, 2018
Third Reading - March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: H-8204 Planner: SM Date Prepared: July 24, 2013 Technician: JTS By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters</p> 
--	---

Geodatabase

Appendix B – Public Engagement

Community Engagement

Public liaison: Notice of Application was published in the *Public Notices and Bidding Opportunities* section of *The Londoner* on July 25, 2013.

1 inquiry was received (no comments were made)

Nature of Liaison: City Council intends to consider removing the (h-117) holding provision from lands that ensures the orderly development of lands and the adequate provision of municipal services, the (h-117) symbol shall not be deleted until the current approved and registered site plan for the property is amended. Council will consider removing the holding provision as it applies to these lands no earlier than August 20, 2013.

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: G. Kotsifas, P.Eng
Managing Director, Development & Compliance Services
& Chief Building Official

Application By: Extra Realty Limited
660 Sunningdale Road East - Applewood Subdivision
Meeting on February 20, 2018

Recommendation

That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to the revised Draft Plan of Subdivision and Zoning By-law Amendment applications relating to the property located at 660 Sunningdale Road East, located on the northwest corner of Sunningdale Road East and Adelaide Street North (legally described as the South Half of Lot 13, Concession 6, (Geographic Township of London):

- (a) the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on January 30, 2018 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, to change the zoning of the subject property FROM a Holding Residential R1 Special Provision (h•h-100•h-173•R1-5(11)) Zone, a Holding Residential R4 Special Provision (h•h-100•h-173•R4-2(1)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision (h•h-100•h-173•R5-2(15)/R6-4(16)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision (h•h-100•h-173•R5-2(16)/R6-4(17)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-4(16)/R6-5(36)/R8-4(25)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-4(17)/R6-5(34)/R8-4(26)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-6(9)/R6-5(38)/R8-4(27)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(7)•D75•H18) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(8)•D75•H18) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(9)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(10)) Zone, an Open Space (OS1) Zone, and an Open Space Special Provision (OS4(10)) Zone TO a Holding Residential R1 (h•h-100•h-173•R1-3) Zone, to permit single detached dwellings with a minimum lot area of 300 m² and minimum lot frontage of 10 m; a Holding Residential R1 Special Provision (h•h-100•h-173•R1-4(27)) Zone, to permit single detached dwellings with a minimum lot area of 360 m² and minimum lot frontage of 12 m, with a special provision for a reduced front yard setback of 3.0 metre to the house and 5.5 metre to the garage from a collector or local road, and a reduced interior side yard setback of 1.2 metres; a Holding Residential R1 Special Provision (h•h-100•h-173•R1-5(12)) Zone, to revise the required rear yard dwelling setback to 13.8 m; a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(7)•D75•H18) Zone, to add a special provision to prohibit dwelling units on the first floor; a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(8)•D75•H18) Zone, to add a special provision to prohibit dwelling units on the first floor, to add new regulations related to existing barns, and to add regulations related to height, orientation of entrance, front yard setback and gross floor area for any new buildings; a Holding Business District Commercial Special Provision/Temporary (h•h-100•h-173•BDC2(9)•H18/T-(___)) Zone, to add a special provision to prohibit

dwelling units on the first floor, to add a maximum height of 18m, and to permit BDC uses on a temporary basis within the existing dwelling as of the date of passing of the by-law; a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(10)*H18) Zone, to add a special provision to prohibit dwelling units on the first floor, and to add a maximum height of 18m; an Open Space (OS1) Zone to permit conservation lands and works, public and private parks, and public and private golf courses, and an Open Space Special Provision (OS4(10)) Zone to permit conservation lands and public parks, with a special provision to permit the lands/area within the OS4 Zone to be used in the adjacent Residential Blocks for the purposes of calculating lot area, density, lot coverage, and landscape open space; and

- (b) No further public notice required pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law noted in Part (a) above for the reasons that:
- i) the revisions to the proposed by-law are minor in nature; and,
 - ii) it continues to implement a subdivision design that is generally consistent with the proposed Draft Plan of Subdivision and Zoning By-law Amendment circulated with the Notices of Application and Public Meeting.

Executive Summary

Summary of Request

The requested zoning amendment was deferred by Planning and Environment Committee and Municipal Council. The requested change refers to one block (Block 46) whereby staff have included provisions in the Business District Commercial Zoning (BDC2(9)) to permit ground floor residential to the rear of commercial/office uses along Blackwater Road, within an apartment building as defined in the revised by-law. All other zoning is recommended as per the previous zoning by-law amendment.

Summary of Recommended Action

The recommended action is to amend the Zoning that applies to Block 46 by adding additional special provisions that permit apartment buildings within a mixed use building restricted to the rear portion of the ground floor or above with any or all of the permitted uses in the front portion of the ground floor. The restrictions on ground floor residential for all other BDC Blocks will remain.

Rationale of Recommended Action

The policies of the Main Street Commercial (Official Plan) and Main Street (London Plan) permit residential units on the ground floor to the rear of commercial/store fronts. The addition of residential to the rear meets the policies of the Official Plan and the new London Plan, and will help support the construction of the main street as envisioned by the plan. The zoning reflects the optimum building type that would be contemplated (apartment buildings) and defines the type of dwelling unit that can be located to the rear of commercial for Block 46. All other special provisions in the zone remain unchanged.

Analysis

1.0 Relevant Background

At the Planning and Environment Committee meeting on January 22, 2018, Staff proposed a prohibition on first floor residential within the Business District Commercial (BDC) zoning for four blocks within the draft plan of subdivision. The Applicant had previously indicated through discussions that they may wish to optimize the “residential” component of the BDC Zone and build minimal commercial/office uses.

The Council resolution from January 30, 2018 stated the following:

“That, on the recommendation of the Senior Planner, Development Services, the following actions be taken with respect to the revised Draft Plan of Subdivision and Zoning By-law Amendment applications by Extra Realty Limited, relating to the property located at 660 Sunningdale Road East, located on the northwest corner of Sunningdale Road East and Adelaide Street North (legally described as the South Half of Lot 13, Concession 6, (Geographic Township of London):

- (a) the proposed zoning by-law amendment appended to the staff report dated January 22, 2018 BE REFERRED back to the Senior Planner, Development Services for further review and report back with respect to the request from the applicant to permit dwelling units to be located on the ground floor within the proposed Special Provision BDC2 zone;”*

After the PEC meeting, the Applicant provided revised concepts for Block 46, which demonstrated residential to the rear of commercial along Blackwater Road. Based on these further discussions and clarifications, Staff are supportive of permitting ground floor apartment units in the context of a mixed-use apartment building for one of the subdivision blocks (Block 46), while the other BDC blocks would continue to have the zoning as recommended (i.e. no ground floor dwelling units). Analysis is provided below.

2.0 Key Issue

Through the zoning by-law amendment request, the Applicant requested increases in height for both Blocks 46 and 47 to 18.0 m. These Blocks are zoned BDC2, which provides for a wide range of commercial and office type uses. Although a height of 18.0m is not encouraged through the London Plan policies, the current Official Plan has no such restriction on height related to the Main Street Commercial designation. Staff, however, were concerned with the Applicant’s inquiries on the type of ground floor residential that would be permitted on site. The Applicant had indicated through discussions that they may wish to optimize the “residential” component of the BDC Zone and build minimal commercial/office uses.

After the PEC meeting, Staff and the Applicant have had further dialogue to clarify the request for ground floor apartment units within a mixed use apartment building, while maintaining the intent of the main street for the subdivision. The Applicant provided the below concepts to demonstrate how residential uses to the rear of commercial for Block 46 could be feasible. Staff are not supportive of a similar amendment to the other BDC2 Zones within this redlined subdivision at this time. The larger depth of Block 46 and its interface with residential uses on the north side of Kleinberg Drive are the main reasons Staff have reconsidered this minor amendment. The same conditions/sizes are not present on the other BDC2 blocks. Similar ground floor prohibitions were present with the previous BDC2(7) and BDC2(8) Zones, and they continue to be carried forward with this amendment. The lotting of these blocks do not create viable opportunities for residential uses on the ground floor of a mixed-use building and are not consistent with

the intent and overall vision of this development. The size of the remaining blocks is more appropriate for mixed-use commercial development, rather than rear residential. The regulations in the BDC Zone will restrict residential units above the first floor for any mixed use building within this development. This ensures there are no “loopholes” in the zoning to permit forms of residential uses that are not compatible with development objectives for this subdivision. Encouraging mixed use buildings is a key tenant of the new Main Street policies of the London Plan.

The policies of the Main Street Commercial (Official Plan) and Main Street (London Plan) permit residential units on the ground floor to the rear of commercial/store fronts. The addition of residential to the rear meets the policies of the Official Plan and the new London Plan, and will help support the construction of the main street as envisioned by the plan. The zoning reflects the optimum building type that would be contemplated (apartment buildings) and defines the type of dwelling unit that can be located to the rear of commercial. All other special provisions in the zone remain unchanged.

This solution will avoid a scenario whereby a single floor plate commercial building is constructed with “attached” townhouses, defeating the intent of the main street/entrance to the subdivision.

Figure 1-2 – Concepts of commercial /residential apartment buildings for Block 46



3.0 Conclusion

The proposed changes meet the intent of the Official Plan and the new London Plan, and will help foster appropriate forms of development. The prohibition of ground floor residential will remain for the other three BDC blocks to ensure appropriate main street development forms.

Recommended by:	Nancy Pasato, MCIP, RPP Senior Planner, Development Services
Reviewed by:	Lou Pompili, MCIP RPP Manager, Development Planning (Subdivision)
Reviewed by:	Matt Feldberg Manager, Development Services (Subdivision)
Concurred in by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P.ENG Managing Director, Development and Compliance Services and Chief Building Official

February 12, 2018
NP/np

CC:
\\FILE1\users-x\pdda\Shared\DEVELOPMENT SERVICES\4 - Subdivisions\2009\39T-09501- 660 SUNNINGDALE RD E (JL)\Revised Draft Approval\report revised by-law Applewood.docx

Appendix "A"

Bill No. (number to be inserted by
Clerk's Office)
2018

By-law No. Z.-1-_____

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 660
Sunningdale Road East.

WHEREAS Extra Realty Limited has applied to rezone an area of land located at 660 Sunningdale Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 660 Sunningdale Road East, as shown on the attached map comprising part of Key Map No. A102, from a Holding Residential R1 Special Provision (h•h-100•h-173•R1-5(11)) Zone, a Holding Residential R4 Special Provision (h•h-100•h-173•R4-2(1)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision (h•h-100•h-173•R5-2(15)/R6-4(16)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision (h•h-100•h-173•R5-2(16)/R6-4(17)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-4(16)/R6-5(36)/R8-4(25)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-4(17)/R6-5(34)/R8-4(26)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-6(9)/R6-5(38)/R8-4(27)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(7)•H18•D75) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(8)•H18•D75) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(9)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(10)) Zone, an Open Space (OS1) Zone, and an Open Space Special Provision (OS4(10)) Zone, to a Holding Residential R1 (h•h-100•h-173•R1-3) Zone, a Holding Residential R1 Special Provision (h•h-100•h-173)•R1-4(27) Zone, a Holding Residential R1 Special Provision (h•h-100•h-173)•R1-5(12) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(7)•H18•D75) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(8)•H18•D75) Zone, a Holding Business District Commercial Special Provision/Temporary (h•h-100•h-173•BDC2(9)•H18/T-(**)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(10)•H18) Zone, an Open Space (OS1) Zone, and an Open Space Special Provision (OS4(10)) Zone.

1) Section 5.4 of the Residential R1 Zone to By-law No. Z.-1 is amended by deleting the current special provision R1-5(12) and replacing it with the following new special provision:

e) 12) R1-5(12)

(a) Regulations

- | | | |
|-----|---|------------------------|
| i) | Front Yard Setback,
Main Dwelling (Minimum): | 3 metres (9.8 feet) |
| ii) | Front Yard Depth
for Garages
(Minimum.): | 5.5 metres (18.0 feet) |

- iii) Interior Side Yard 1.2 metres (3.9 feet),
except Depth (Minimum): where there is no attached garage, then 3.0 metres (9.8 feet) is required on one side.
- iv) Rear Yard Setback From High Pressure Pipeline (Minimum): 13.8 metres (45.3 feet)

2) Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by deleting the current special provision BDC2(7) and replacing it with the following new special provision:

7) BDC2(7)

(a) Prohibited Uses

- i) Dwelling Units on the ground floor

(b) Regulations

- i) Front & Exterior Side Yard Setback
(Minimum): 2 metres (6.6 feet)
(Maximum): 4 metres (13.1 feet)

ii) All commercial and office uses are required to be in conjunction with dwelling units on the second floor or above.

iii) All uses permitted in the BDC2 Zone, except for Dwelling Units, shall be restricted to the ground floor, at a maximum gross leasable floor area of 500 m² (5,382 ft²).

iv) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.

v) Notwithstanding the provisions of Section 2 "LOT LINE, FRONT", the frontage for this lot will be deemed to be along the primary collector.

3) Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by deleting the current special provision BDC2(8) and replacing it with the following new special provision:

8) BDC2 (8)

(a) Prohibited Uses

- i) Dwelling Units on the ground floor

(b) Regulations for the existing buildings/barns as of the date of the passing of the by-law

- i) Front Yard Setback (Minimum): 0 metres (0 feet)
- ii) Interior side yard (Minimum) (south): 0 metres (0 feet)

- iii) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.
- iv) The maximum gross floor area for specific individual uses in the BDC2(8) Zone variation shall be restricted to the floor area of the existing structures/barns (Block 48) as it exists at the date of the passing of this by-law.

(c) Regulations for new buildings

- i) Front Yard Setback
(Minimum): 2 metres (6.6 feet)
- ii) The maximum gross leasable floor area for specific individual uses within new structures in the BDC2(8) Zone variation shall be restricted to 250 m² (2,691 ft²).
- iii) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.

4) Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by deleting the current special provision BDC2(9) and replacing it with the following new special provision:

9) BDC2 (9)

(a) Permitted Uses:

- i) Any uses permitted in the BDC2 zone variations with the exception of Dwelling Units restricted to the rear portion of the ground floor or on the second floor or above with any or all of the other permitted uses in the front portion of the ground floor;
- ii) Apartment Buildings, within a mixed-use building restricted to the rear portion of the ground floor or on the second floor or above with any or all of the other permitted uses in the front portion of the ground floor fronting on the primary collector;

(b) Regulations

- i) Front & Exterior Side Yard Setback
(Minimum) 2 metres (6.6 feet)
(Maximum) 4 metres (13.1 feet)
- ii) Gross Leasable Floor Area
(Maximum) 3000 m² (32,292 ft²)
- iii) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.
- iv) Notwithstanding the provisions of Section 2 “LOT LINE, FRONT”, the frontage for this lot will be deemed to be along the primary collector.

5) Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by deleting the current special provision BDC2(10) and replacing it with the following new special provision:

10) BDC2 (10)

(a) Prohibited Uses

- i) Dwelling Units on the ground floor

(b) Regulations

- i) Front & Exterior Side Yard Setback
(Minimum) 2 metres (6.6 feet)
(Maximum) 4 metres (13.1 feet)
- ii) Gross Leasable Floor Area
(Maximum) 1000 m² (10,764 ft²)
- iii) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.
- iv) Notwithstanding the provisions of Section 2 “LOT LINE, FRONT”, the frontage for this lot will be deemed to be along the primary collector.

- 5) Section Number 50.2 (71) of the Temporary (T) zone is amended by adding the following:

) T-()

Lands located at 660 Sunningdale Road East, the existing single detached dwelling structure, as it exists at the date of the passing of this by-law, located on Block 46 in draft approved plan 39T-09501, as shown on Key Map No. A102, may be used for any of the uses permitted within the BDC2 Zone, for a temporary period not exceeding three (3) years from the date of the passing of this by-law beginning March 1, 2018.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with subsection 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading - March 6, 2018
Second Reading – March 6, 2018
Third Reading - March 6, 2018

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE MEETING OF FEBRUARY 20, 2018
FROM:	MARTIN HAYWARD CITY MANAGER
SUBJECT	STRATEGIC PLAN PROGRESS VARIANCE

RECOMMENDATION

That, on the recommendation of the City Manager, with the concurrence of the Managing Director of Planning and City Planner, the following report on the Strategic Plan Progress Variance **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Strategic Priorities and Policy Committee, Strategic Plan: Semi-Annual Progress Report And 2017 Report To The Community, November 22, 2017
- Planning and Environment Committee, Strategic Plan Progress Variance, July 31, 2017
- Strategic Priorities and Policy Committee, Strategic Plan: Semi-Annual Progress Report, May 29, 2017
- Planning and Environment Committee, Strategic Plan Progress Variance, February 6, 2017

BACKGROUND

On March 10th, 2015 City Council approved the *2015-2019 Strategic Plan* for the City of London, establishing a vision, mission, areas of focus and numerous strategies for this term of Council. In December 2015, Council directed administration to prepare semi-annual Progress Reports (every May and November). The Progress reports identify a status for each milestone: complete, on target, caution, or below plan.

On November 23, 2016, Council resolved that, on the recommendation of the City Manager, the following action be taken with respect to Council's 2015-2019 Strategic Plan:

c) the Civic Administration BE DIRECTED to refer strategic plan milestones that are "caution" or "below plan" to meetings of the appropriate Standing Committee, following the tabling of the May and November update reports on the Strategic Plan;

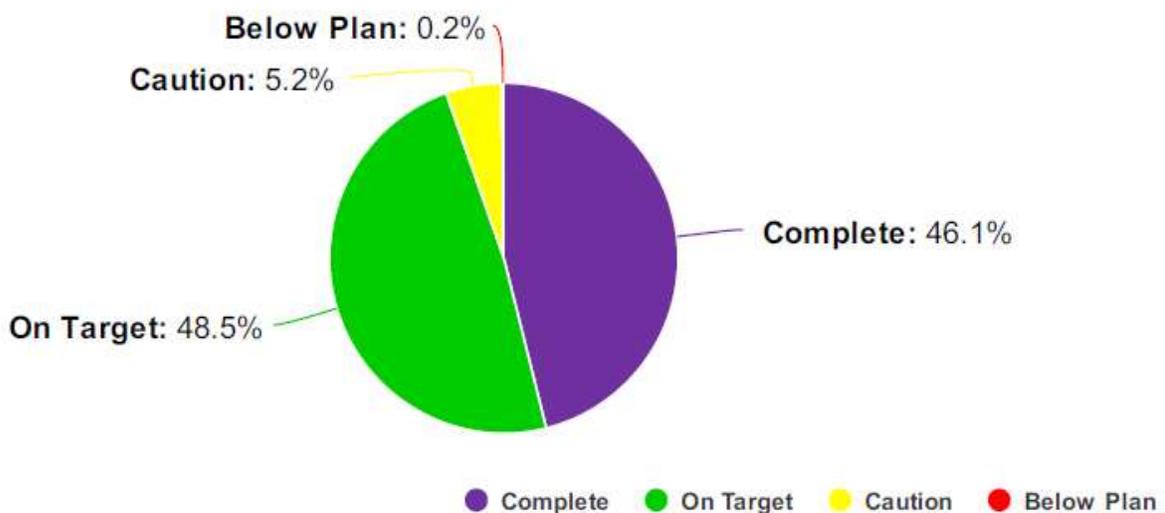
Council re-confirmed this direction at the November 22, 2017 Strategic Priorities and Policy Committee meeting.

DISCUSSION

This report outlines the milestones corresponding to the Planning and Environment Committee that, as of November 2017, were identified as caution or below plan. This report covers 13 milestones that were flagged as caution.

Overall Strategic Plan Progress

As of November 22, 2017, 472 milestones were complete, 497 milestones were on target, 53 milestones were caution and 2 milestones were below plan in the entire strategic plan. As indicated in the chart below, 46.1% of milestones are complete, 48.5% are on target, 5.2% of milestones are caution and 0.2% of milestones are below plan.



Variance Explanations

■ Building a Sustainable City - Caution

Milestone	What	Why	Implications
What are we doing? Implement and enhance safe mobility choices for cyclists, pedestrians, transit users and drivers through the provision of complete streets, connected pathways, and enhanced transit services How are we doing it? Thames Valley Corridor Plan (Planning)			
Issue Construction Tender End Date: 12/31/17	The construction tender cannot be issued until detailed design is complete and when full funding for the project is confirmed.	The Environmental Assessment for the project was delayed due to a request for Ministerial review. Detailed design was delayed as a result. Detailed design is now underway for a new “Construction tender” date of June 30 2018.	The construction of a key “missing link” of the City’s Thames Valley Parkway from the N-E to the rest of the City has been delayed. The “Construction start” milestone for the Project is now October 15, 2018, rather than the planned start of June 30, 2018.

Milestone	What	Why	Implications
		Funding of \$3.3M for the project was confirmed on December 4, 2017 from the Ontario Municipal Commuter Cycling Program.	
What are we doing? Plant more trees and better protect them from deforestation, invasive species, and other threats.			
How are we doing it? Urban Forest Strategy (Planning)			
Revise Boulevard Tree Protection By-law End Date: 9/30/17	The existing By-law needs updating to reflect current standards for tree protection and to better reflect the true valuation of our tree assets.	Greater emphasis has been placed on the Tree Protection By-law as a means of providing greater protection of the City's tree assets. Reviewing and refining the Tree Protection By-law (on private property) has now been set as a priority project for staff in Planning's recent Work Program report in October 2017.	The City is not recouping the true value of trees removed from municipal boulevards. Enforcement of the By-law requires further review related to staff resources, as reported in November 2017.
What are we doing? Create a more attractive city through urban design			
How are we doing it? City Wide Urban Design Manual (Planning)			
Complete final document End Date: 6/30/17	Release of the final draft of the Urban Design Manual for public review and comment has been delayed.	Draft document has been sent for additional internal review prior to release for public consultation.	There are no consolidated Guidelines adopted by Council to assist in the review of planning and development applications.
What are we doing? Create a more attractive city through urban design			
How are we doing it? Urban Design Program (Planning)			
Complete program review. End Date: 12/31/17	Hiring of a Consultant to undertake a review of the Urban Design program has been delayed.	The City Manager cancelled this review because of staffing changes, concerns expressed by other steering committee members, and results pending from review of the Lean Six Sigma project currently looking at site plan approval process.	Current practices remain and do not necessarily reflect best practices.

Milestone	What	Why	Implications
<p>What are we doing? Protect and celebrate London's heritage for current and future generations</p> <p>How are we doing it? Heritage Conservation District Plans - prepare and implement (Planning)</p>			
<p>Adopt SOHO Heritage Conservation District Study.</p> <p>End Date: 6/30/18</p>	<p>On January 17, 2017, Council directed administration to review the prioritized list of potential Heritage Conservation Districts, "It being noted such a review may impact Heritage Conservation District deadlines established in Municipal Council's Strategic Plan."</p>	<p>The review of the prioritized list of potential Heritage Conservation Districts is targeted for completion in Q2 2018, which will be influenced by the level of research and public consultation identified in the project terms of reference to be established.</p>	<p>Preparation/adoption of a SOHO Heritage Conservation District Study may be significantly delayed beyond the cited end date as a result of a new prioritized list arising from the review.</p> <p>The preparation and adoption of a SOHO Heritage Conservation District Plan cannot commence until the completion of the Study.</p>
<p>Adopt St. George-Grosvenor Heritage Conservation District Plan.</p> <p>End Date: 12/31/18</p>	<p>On January 17, 2017, Council directed administration to prepare two Heritage Conservation District Plans: 1 for the Great Talbot Heritage Conservation District and 1 for the Gibbons Park Heritage Conservation District, rather than a single St. George-Grosvenor Heritage District Conservation Master Plan. Neither of these Plans can be completed by the cited December 31, 2017 deadline for the St. George-Grosvenor Heritage Conservation District Plan.</p>	<p>The Great Talbot Heritage Conservation District Plan is targeted for completion in Q4 2018. This target date will be influenced by the level of research and public consultation identified in the project terms of reference to be established.</p>	<p>Adoption of The Great Talbot Heritage Conservation District Plan remains within Planning Services current work program.</p> <p>Timing the undertaking of the Gibbons Park Heritage Conservation District Plan will be influenced by the results of the review of the prioritized list of potential Heritage Conservation Districts. Until this Plan is completed, a portion of the neighbourhood will not have a Council-adopted Heritage Conservation District Plan, as was contemplated by the St. George-Grosvenor Heritage Conservation District Study.</p>
<p>Adopt SOHO Heritage Conservation District Plan.</p>	<p>On January 17, 2017, Council directed administration to review the</p>	<p>The <i>Ontario Heritage Act</i> requires that a <u>study</u> be completed before</p>	<p>Preparation/adoption of a SOHO Heritage Conservation District Plan may be significantly delayed</p>

Milestone	What	Why	Implications
End Date: 12/31/18	prioritized list of potential Heritage Conservation Districts, "It being noted such a review may impact Heritage Conservation District deadlines established in Municipal Council's Strategic Plan."	contemplating the preparation of a Heritage Conservation District Plan.	beyond the cited end date, and may be influenced by the results of the review of the prioritized list of potential Heritage Conservation Districts. This could result in the loss of heritage resources.

 Growing Our Economy - Caution

Milestone	What	Why	Implications
What are we doing? Promote culture as a key part of economic growth and quality of life			
How are we doing it? Cultural Prosperity Plan (CMO)			
Establish Culture/Entertainment Districts and their purpose and potential locations in the City of London. A Study Terms of Reference was approved by Council in October 2015 and Phase 1 report on the study of regulatory matters that optimize the staging of events was provided in March 2016. Strategy will be reported on after Canadian Country Music Week has taken place in London in September and has been evaluated End Date: 5/29/17	The Music, Entertainment and Culture District Study was submitted to the Strategic Priorities and Policy Committee on March 20, 2017 and was adopted by Council on March 21, 2017 - except for the section related to noise and hours of operation on outdoor private patios.	The Zoning By-law amendment to remove Section 4.18 5) has been appealed to the Ontario Municipal Board and is awaiting scheduling of a hearing.	This milestone will be completed once the pending Ontario Municipal Board hearing has been resolved. Since it has been adopted by Council, the City is currently able to use the Music, Entertainment and Culture District Study with the exception of the appealed sections. There are only delays to the regulation of noise levels and hours of operation on outdoor private patios through that document, except for the powers given through the Noise (Sound) By-law.
What are we doing? Invest more in heritage restoration, brownfield remediation, urban regeneration, and community improvement projects			
How are we doing it? Various Community Improvement Plans (Planning)			
Complete Lambeth Community Improvement Plan End Date: 1/1/18	As reported to Council on October 17, 2017 in the Planning Services Work Program Update, the Plan completion target date was changed to Q4 2018.	Recent staff changes have reduced staff resource capacity to re-assign projects.	Preparation of the Lambeth Community Improvement Plan will not be undertaken until staff resources are available.

Milestone	What	Why	Implications
<p>What are we doing? Maximize openness and transparency in Council decision making</p>			
<p>How are we doing it? Citizen Engagement (Planning)</p>			
<p>Create individual web page for each application for Zoning By-law/Official Plan amendments - ITS Project Request submitted</p> <p>End Date: 6/30/17</p>	<p>On June 19, 2017, a report was presented to the Planning and Environment Committee which summarized the stakeholder consultation, highlighted the new on-line platform, and recommended that the proposed direction be endorsed. Since that time Staff from multiple Service Areas including: Information Technology Services, Development Services, and Planning Services have been implementing the initiative.</p>	<p>Staff continue to finalize the operational details of this initiative including procedures, assignment of duties and testing. The reason for the delay is due to Staff resources. Planning Services have a Staff member dedicated to this initiative and it is anticipated that the individual web pages will be operational by February 2018.</p>	<p>The implication of this delay is that users of the website will have to continue to rely on the existing web pages for information which currently provide a basic level of information related to planning applications. Website users will be directed to speak with the Planner assigned to the file for more information until individual websites are created for each planning application.</p>
<p>Improve the "Possible Land Use Change" signs by creating unique signage that is custom-made for each application for Zoning By-law/Official Plan amendments - Develop sign template / meet with sign manufacturers / develop protocols for requesting site-specific signage</p> <p>End Date: 6/30/17</p>	<p>In February, 2017, City Staff posted a Request for Proposal for the production, installation, and removal of Planning application signs and a preferred provider was selected. On June 19, 2017, a report was presented to the Planning and Environment Committee which summarized the stakeholder consultation, highlighted the new sign template features, and showcased a full-size, new sign template. Since that time Staff from</p>	<p>Staff are finalizing the details required to implement the new sign templates including notifying applicants of the new technical requirements, developing procedures, and finalizing the contract with the sign provider. The reason for the delay is due to Staff resources. Planning Services have a Staff member dedicated to this initiative and it is anticipated that the new "Possible Land Use Change" signage will be operational by February 2018.</p>	<p>The implication of this delay is that the signage notifying of land use changes will continue to be printed on the old format which currently provides a basic level of information pertaining to contact information. Neighbours interested in finding out more detail regarding a planning application will be directed to speak with the Planner assigned to the file for more information until the more detailed signage is able to</p>

Milestone	What	Why	Implications
	multiple Service Areas including: Purchasing, Development Services, and Planning Services have been implementing the initiative. In December 2017, the contract details with the sign provider have been finalized.		be installed going forward on new applications.
<p>Improve the mail-out notices related to applications for Zoning By-law/Official Plan amendments - External/Internal Stakeholder Meetings</p> <p>End Date: 6/30/17</p>	<p>On June 19, 2017, a report was presented to the Planning and Environment Committee which summarized the stakeholder consultation, highlighted the new public notice features, and showcased a new Notice template which was developed with input from Development Services, Planning Services, Clerks and Legal. Since that time Staff have been involved in finalizing the details of the new Notices.</p>	<p>Staff are finalizing the details required to implement the new public Notices. The reason for the delay is due to Staff resources. Development Services have a Staff member dedicated to this initiative with input from Planning Services and it is anticipated that the new Notices will be implemented by February 2018.</p>	<p>The implication of this delay is that notices informing the public of land use changes will continue to be issued using the old format which provides sufficiently detailed information but is not in an <i>Accessibility for Ontarians with Disabilities Act</i> format and is technical in nature.</p>
<p>Notify tenants by mail of applications for Zoning By-law/Official Plan amendments - External/Internal Stakeholder Meetings</p> <p>End Date: 6/30/17</p>	<p>On June 19, 2017, a report was presented to the Planning and Environment Committee which recommended that this initiative not be pursued. Notwithstanding, Council directed that Staff notify tenants by mail of land use changes. Since that time, Development Services Staff have been researching reliable sources of tenant address information to use as the basis for</p>	<p>Staff are finalizing the details required to mail Notices to tenants. The reason for the delay is due to Staff resources. Additional delay is due to finding reliable sources of data from which tenant information can be obtained. Development Services have a Staff member dedicated to this initiative with input from Planning Services and it is anticipated that the new Notices will be</p>	<p>The implication of this delay is that the signage notifying of land use changes will continue to be printed on the old format which currently provides a basic level of information pertaining to contact information. Neighbours interested in finding out more detail regarding a planning application will be directed to speak with the Planner assigned to the file</p>

Milestone	What	Why	Implications
	generating notification labels.	implemented by February 2018.	for more information until the more detailed signage is able to be installed going forward on new applications.

CONCLUSION

The Semi-Annual Progress Report tracks nearly 1000 milestones. This tool allows Council and Administration to track progress and monitor implementation of the 2015-19 Strategic Plan for the City of London. In some cases milestones have been delayed due to shifting priorities or emerging circumstances. The Strategic Plan Variance Reports are intended to provide Council with a more in-depth analysis of these delays. Information included in this report can support Council in strategic decision making and inform the work of Civic Administration.

CONCURRED BY:	RECOMMENDED BY:
JOHN FLEMING MANAGING DIRECTOR PLANNING AND CITY PLANNER	MARTIN HAYWARD CITY MANAGER

cc. Strategic Management Team
Strategic Thinkers Table



London
CANADA

Development and Compliance Services **Building Division**

To: G. Kotsifas, P. Eng.
Managing Director, Development & Compliance Services
& Chief Building Official

From: P. Kokkoros, P. Eng.
Deputy Chief Building Official

Date: January 26, 2018

RE: Monthly Report for December 2017

Attached are the Building Division's monthly report for December 2017 and copies of the Summary of the Inspectors' Workload reports. Also included is a permit summary for the years 2014 to 2017 as well as Development Service Measures Comparison as received from Paul Yeoman.

Permit Issuance

By the end of December, 5,014 permits had been issued with a construction value of approximately \$1.12 billion, representing 2,512 new dwelling units. Compared to last year, this represents a 6.4% increase in the number of permits, a 20.3% decrease in the construction value and a 19% decrease in the number of dwelling units.

To the end of December, the number of single and semi-detached dwellings issued were 1,038, which was a 24.9% increase over last year.

The rate of incoming applications for the month of December averaged out to 15.5 applications a day for a total of 355 in 15.5 working days. There were 107 permit applications to build 107 new single detached dwellings, 42 townhouse applications to build 171 units, of which 9 were cluster single dwelling units.

There were 239 permits issued in December totalling \$38 million including 82 new dwelling units.

Inspections

BUILDING

Building Inspectors received 1,930 inspection requests and conducted 2,453 building related inspections. No inspections were completed relating to complaints, business licenses, orders and miscellaneous inspections. Based on a staff compliment of 11 inspectors, an average of 204 inspections were conducted this month per inspector.

Based on the 1,930 requested inspections for the month, 85% were achieved within the provincially mandated 48 hour time allowance.

PLUMBING

Plumbing Inspectors received 865 inspection requests and conducted 1,022 plumbing related inspections. 1 inspection was completed relating to complaints, business licenses, orders and miscellaneous inspections. Based on a staff compliment of 6 inspectors, an average of 170 inspections were conducted this month per inspector.

Based on the 865 requested inspections for the month, 94% were achieved within the provincially mandated 48 hour time allowance.

NOTE:

In some cases, several inspections will be conducted on a project where one call for a specific individual inspection has been made. One call could result in multiple inspections being conducted and reported. Also, in other instances, inspections were prematurely booked, artificially increasing the number of deferred inspections.

AD:cm
Attach.

c.c.: A. DiCicco, T. Groeneweg, C. DeForest, O. Katolyk, D. Macar, M. Henderson

Comparative Development Services Measures – 2013 - 2017:
December 31, 2017

Activity	2013	2014	2015	2016	2017	5 Year Avg.
Subdivision Applications	5	6	5	9	3	6
Subdivision Registrations	11	6	13	9	16	11
Condominium Applications	15	22	26	16	11	18
Consent Applications	45	37	52	49	53	47
Site Plan Control Applications	131	120	117	113	125	121
Minor Variances	230	155	180	176	204	189
Removal of Holding Provisions	35	21	26	32	35	30

CITY OF LONDON

SUMMARY LISTING OF BUILDING CONSTRUCTION ACTIVITY FOR THE MONTH OF December 2017

CLASSIFICATION	December 2017				to the end of December 2017				December 2016				to the end of December 2016			
	NO. OF PERMITS	CONSTRUCTION VALUE	NO. OF UNITS	PERMITS	CONSTRUCTION VALUE	NO. OF UNITS	PERMITS	CONSTRUCTION VALUE	NO. OF UNITS	PERMITS	CONSTRUCTION VALUE	NO. OF UNITS	PERMITS	CONSTRUCTION VALUE	NO. OF UNITS	
SINGLE FAMILY DWELLINGS	36	15,412,640	36	1,038	426,444,937	1,038	51	19,895,558	51	881	344,482,223	881	2	262,400	2	
SEMI DETACHED DWELLINGS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOWNHOUSES	20	11,618,650	41	254	185,717,183	752	7	6,496,240	30	180	123,876,860	537	180	123,876,860	537	
DUPLEX, TRIPLEX, QUAD, APT BLDG	0	0	0	9	143,730,260	665	1	8,260,000	61	21	335,744,420	1,663	21	335,744,420	1,663	
RES-ALTER & ADDITIONS	81	2,470,274	5	1,991	66,455,732	57	80	2,899,351	0	1,775	67,915,546	20	1,775	67,915,546	20	
COMMERCIAL - ERECT	0	0	0	23	50,775,442	0	2	14,432,000	0	19	66,340,608	0	19	66,340,608	0	
COMMERCIAL ADDITION	0	0	0	11	15,533,460	0	1	697,400	0	20	21,371,682	0	20	21,371,682	0	
COMMERCIAL - OTHER	31	5,185,500	0	401	87,861,322	0	25	2,668,825	0	494	98,407,720	1	494	98,407,720	1	
INDUSTRIAL - ERECT	1	600,000	0	8	7,277,476	0	0	0	0	5	10,315,697	0	5	10,315,697	0	
INDUSTRIAL - ADDITION	0	0	0	15	15,835,475	0	1	1,915,900	0	14	27,227,180	0	14	27,227,180	0	
INDUSTRIAL - OTHER	5	492,000	0	72	10,121,910	0	7	1,687,000	0	61	16,141,500	0	61	16,141,500	0	
INSTITUTIONAL - ERECT	0	0	0	4	71,121,560	0	0	0	0	11	141,517,800	0	11	141,517,800	0	
INSTITUTIONAL - ADDITION	0	0	0	2	1,913,000	0	0	0	0	8	106,342,600	0	8	106,342,600	0	
INSTITUTIONAL - OTHER	9	2,194,700	0	167	35,365,123	0	11	943,106	0	184	41,962,134	0	184	41,962,134	0	
AGRICULTURAL	0	0	0	3	520,000	0	0	0	0	7	3,471,820	0	7	3,471,820	0	
SWIMMING POOL FENCES	1	3,060	0	214	4,228,398	0	1	8,880	0	225	4,167,822	0	225	4,167,822	0	
ADMINISTRATIVE	17	80,000	0	201	904,200	0	6	0	0	206	571,675	0	206	571,675	0	
DEMOLITION	2	0	2	116	0	73	1	0	0	99	0	65	99	0	65	
SIGNS/CANOPY - CITY PROPERTY	2	0	0	37	0	0	2	0	0	32	0	0	32	0	0	
SIGNS/CANOPY - PRIVATE PROPERTY	34	0	0	448	0	0	33	0	0	468	0	0	468	0	0	
TOTALS	239	38,056,824	82	5,014	1,123,805,479	2,512	229	59,904,260	142	4,712	1,410,119,686	3,104	4,712	1,410,119,686	3,104	

Note: 1) Administrative permits include Tents, Change of Use and Transfer of Ownership, Partial Occupancy.

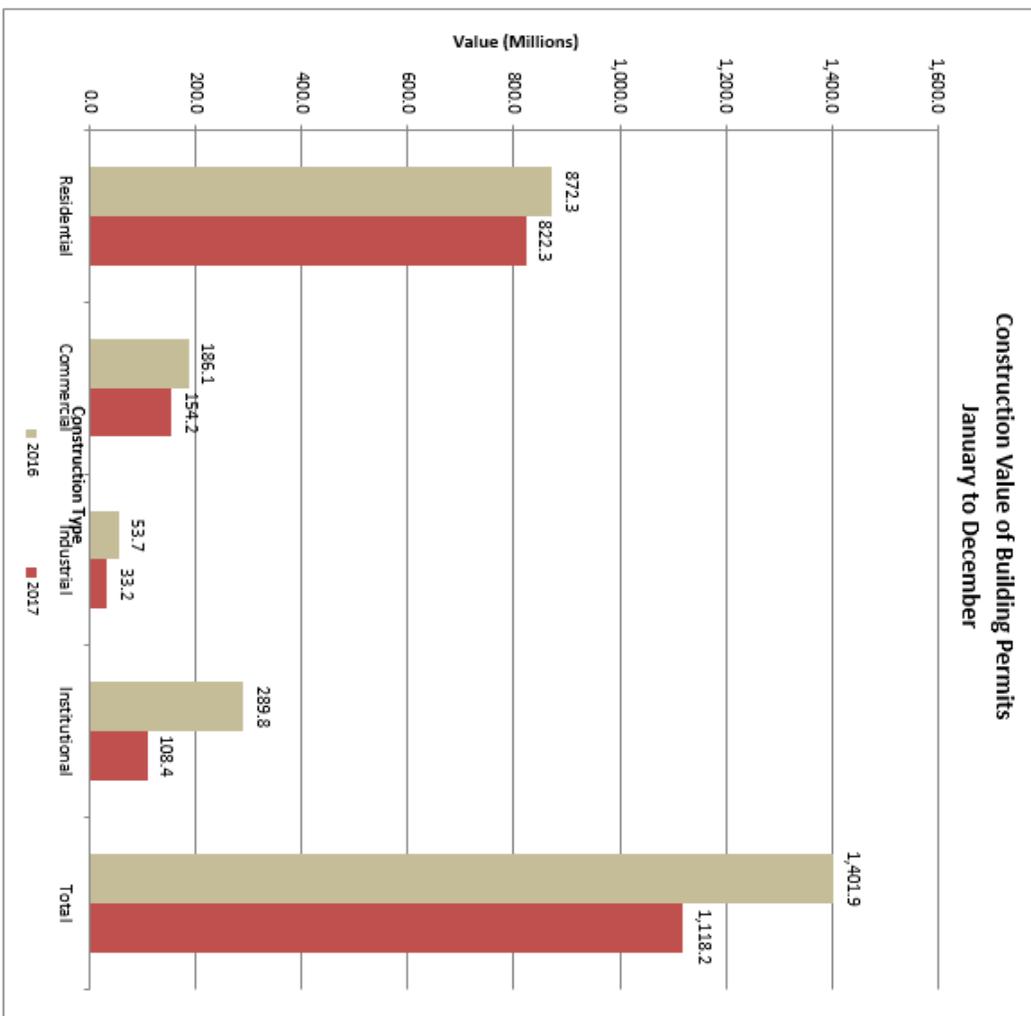
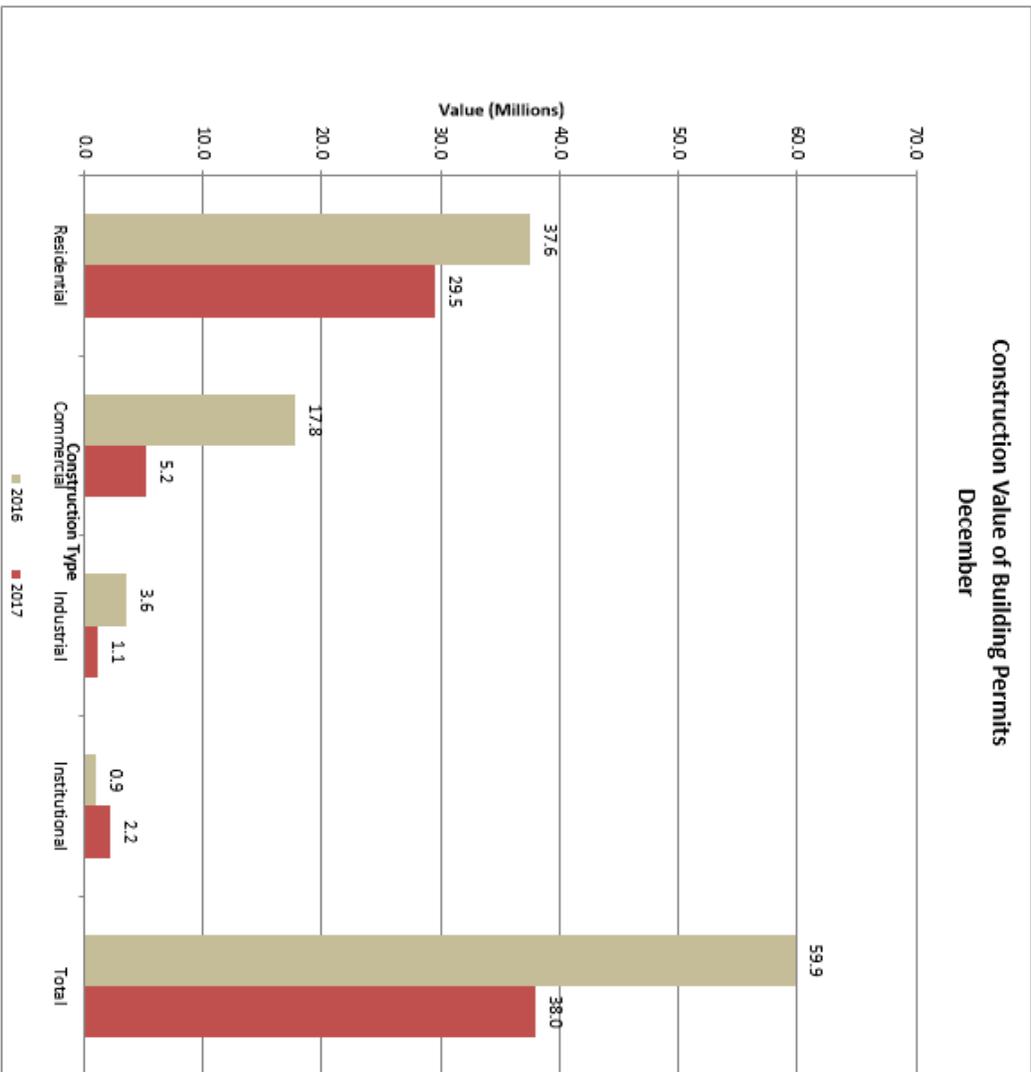
2) Mobile Signs are no longer reported.

3) Construction Value has been rounded up.

January 12, 2018

Y:\Shared\building\Building\Monthly\Reports\Monthly\REPORTS\2017BCASUMMARY\BCA-DEC2017

SUMMARY LISTING OF BUILDING CONSTRUCTION ACTIVITY FOR THE MONTH OF December 2017



BUILDING PERMIT ACTIVITY SUMMARY 2014-2017

CLASSIFICATION	2014		2015		2016		2017	
	NO. OF PERMITS	CONSTRUCTION VALUE						
SINGLE FAMILY DWELLINGS	691	259,855,108	628	229,731,702	881	344,482,223	1,038	426,444,937
SEMI DETACHED DWELLINGS	2	562,000	2	1,074,020	2	262,400	0	0
TOWNHOUSES	195	125,907,971	139	84,529,720	180	123,876,860	254	185,717,183
DUPLEX, TRIPLEX, QUAD, APT BLDG	14	165,293,830	6	54,193,710	21	335,744,420	9	143,730,260
RES-ALTER & ADDITIONS	1,573	49,503,983	1,720	63,370,293	1,775	67,915,546	1,991	66,455,732
RESIDENTIAL - TOTALS	2,475	601,122,892	2,495	432,899,445	2,859	872,281,448	3,292	822,348,113
COMMERCIAL - ERECT	36	37,054,070	27	54,795,200	19	66,340,608	23	50,775,442
COMMERCIAL ADDITION	19	19,288,280	10	6,245,200	20	21,371,682	11	15,533,460
COMMERCIAL - OTHER	356	39,321,847	402	69,037,359	494	98,407,720	401	87,861,322
COMMERCIAL - TOTAL	411	95,664,197	439	130,077,759	533	186,120,010	435	154,170,224
INDUSTRIAL - ERECT	4	9,279,300	7	6,608,335	5	10,315,697	8	7,277,476
INDUSTRIAL - ADDITION	20	10,443,883	9	8,160,200	14	27,227,180	15	15,835,475
INDUSTRIAL - OTHER	52	4,283,764	52	7,312,455	61	16,141,500	72	10,121,910
INDUSTRIAL - TOTAL	76	24,006,947	68	22,080,990	80	53,684,377	95	33,234,861
INSTITUTIONAL - ERECT	10	34,251,090	7	36,651,080	11	141,517,800	4	71,121,560
INSTITUTIONAL - ADDITION	24	17,686,680	14	47,429,582	8	106,342,600	2	1,913,000
INSTITUTIONAL - OTHER	164	40,904,600	148	39,601,504	184	41,962,134	167	35,365,123
INSTITUTIONAL - TOTAL	198	92,842,370	169	123,682,166	203	289,822,534	173	108,399,683
OVERALL TOTALS	3,160	813,636,406	3,171	708,740,360	3,675	1,401,908,369	3,995	1,118,152,881
TOTAL RESIDENTIAL UNITS	2,051		1,289		3,104		2,512	

NOTE: DOES NOT INCLUDE ADMINISTRATIVE, AGRICULTURAL AND DEMOLITION PERMITS

**City of London - Building Division
Principal Permits Issued From December 01, 2017 to December 31, 2017**

Owner	Project Location	Proposed Work	No. Of Units	Constr Value
1803299 Inc 1803299 Ontario Inc.	1 Jacksway Cres 106	Alter-Apartment Building-Apt - Alter For Retaining Walls And Guards, Frr S	0	160,000
North London Medical Centre	1000 Clarke Rd	Install-Warehousing-Install Sprinkler System To Replace/Upgrade From E	0	250,000
Harvest Power Mustang Generation Ltd.	1055 Fanshawe Park Rd W 110	Alter-Medical Offices-Alter Interior For Medical Offices, Unit 202	0	600,000
Salon Cyan Inc	1087 Green Valley Rd	Erect-Plant For Manufacturing-Erect Shell Industrial Building - Pre Manufactured	0	600,000
Sifton Properties Limited Sifton Properties Limited	115 Dundas St	Alter-Beauty Parlours-Cm- Alter Interior To Expand Salon On Second Floor	0	200,000
1803299 Ont. Inc.	1166 Riverbend Rd	Erect-Townhouse - Cluster Sdd-Erect - Townhouse Cluster - 1 Storey, 2 Car Garage	1	399,000
Sifton Properties Limited Sifton Properties Limited	1285 Hubrey Rd	Install-Warehousing-Id - Upgrade Sprinkler System Frr Fpo	0	139,000
London City	1295 Riverbend Rd	Alter-Offices-Alter Interior To Suite 200 - Medpoint - Issued Sh	0	250,000
Wonderland Commercial Centre Inc	130 King St	Alter-Outdoor Rinks/Swimming Pools-Cm - Alter To Add Indoor Vestibule In The Machiner	0	450,000
	1371 Beaverbrook Ave	Alter-Restaurant - Cm - Interior Alteration For "Firehouse Subs Rest	0	200,000
	1456 Byron Baseline Rd	Erect-Townhouse - Cluster Sdd-Erect - New Cluster Sdd, 2 Storey, 4 Bedroom, 2 Ca	1	587,200
	15 Jacksway Cres 101	Alter-Apartment Building-Apt- Alter For Retaining Walls And Guards; Shell O	0	160,000
Hully Gully Limited	1629 Wharncliffe Rd S	Alter-Automobile Sales & Service-Alter Interior And Exterior Cladding For Car Deale	0	600,000
Sifton Properties Limited Sifton Properties Limited	1646 Ed Ervasti Lane	Erect-Townhouse - Cluster Sdd-Erect - 1 Storey, 2 Car Garage + Buggy Park, 3 Bed	1	413,400
Sifton Properties Limited Sifton Properties Limited	1660 Ed Ervasti Cres A	Erect-Townhouse - Condo-Erect - 3 Unit Rt Block - 1 Storey, 2 Car Garages,	3	656,600
Sifton Properties Limited Sifton Properties Limited	1660 Ed Ervasti Cres B	Erect-Townhouse - Condo-Erect - 3 Unit Rt Block - 1 Storey, 2 Car Garages,	3	672,000
Sifton Properties Limited Sifton Properties Limited	1660 Ed Ervasti Cres C	Erect-Townhouse - Condo-Erect - 3 Unit Rt Block - 1 Storey, 2 Car Garages,	3	672,000
Sifton Properties Limited Sifton Properties Limited	1660 Ed Ervasti Cres G	Erect-Townhouse - Condo-Erect - 3 Unit Rt Block - 1 Storey, 2 Car Garages,	3	672,000
C/Realty Holdings Inc C/O Cadillac	1680 Richmond St	Alter-Retail Store-Comm - Alt Interior For Fido Store In Unit L029a	0	160,000
Fairview Corp	1710 Ironwood Rd 39	Erect-Townhouse - Cluster Sdd-Erect - Cluster Sdd - New 1 Storey, 2 Car Garage,	1	570,000
Mc Donald's Restaurants Of Canada Limited	1950 Dundas St	Alter-Restaurant - Cm - Alt Interior Of Existing Mcdonalds	0	235,000
Forest Park (Riverside) Ltd	2040 Shore Rd R	Erect-Townhouse - Condo-Erect 4 Unit Townhouse Building R. Dpr'S 104, 106,	4	894,450
1610341 Ontario Inc	240 Waterloo St	Alter-Offices-Cm - Interior Alter For Office Unit 104, Frr	0	127,000
Sifton Properties Limited Sifton Properties Limited	2411 Moe Norman Way	Erect-Townhouse - Cluster Sdd-Erect - Rt Cluster - 1 Storey, 2 Car Garage, 2 Bed	1	369,000
London Life Insurance Company	255 Dufferin Ave	Alter-Offices-Alter To Install New Walk-In Freezers In The Cafet	0	210,000
1865512 Inc 1865512 Ontario Inc	2619 Sheffield Blvd 33	Erect-Townhouse - Cluster Sdd-Erect 2 Storey, 2 Car Garage, 4 Bedrooms, Unfina	1	349,000
Magnificent (1865512 Ont Inc) Magnificent Homes	2619 Sheffield Blvd 35	Erect-Townhouse - Cluster Sdd-Erect 2 Storey, 2 Car Garage, 4 Bedroom, Unfinishe	1	349,200
(1865512 Ont Inc)	2910 Tokala Trail A	Erect-Townhouse - Condo-Erect New 3 Unit Townhouse, Building A, Units 1-3	3	590,800
Foxwood Developments London Inc. Foxwood Developments London Inc.	298 Piccadilly St	Add-Duplex-Add - Proposed Secondary Dwelling Unit - Rear 2 St	1	214,200
London City	300 Dufferin Ave	Alter-Municipal Buildings-Is - Interior Renovation To Existing Legal Demapt	0	300,000
1016747 Inc 1016747 Ontario Inc.	3270 Singleton Ave 20	Erect-Townhouse - Cluster Sdd-Erect Sdd 1 Storeys, 2 Car Garages, 3 Bedrooms, Pa	1	211,400
1016747 Inc 1016747 Ontario Inc.	3270 Singleton Ave 26	Erect-Townhouse - Cluster Sdd-Erect Sdd 1 Storey, 2 Car Garage, 2 Bedrooms, Part	1	192,600
	3319 Wonderland Rd S	Alter-Retail Store-Cm- Alter Interior For Structure Frr Shell	0	485,000
Pertas Holdings Limited	431 Richmond St	Alter-Community College-Interior Office Second Floor For Fanshawe College.	0	380,000
Alma Hurst Holdings Limited	4380 Wellington Rd S	Alter-Recreation Centre-Cm - Interior Alter For Flying Squirrel, Shell Onl	0	700,000
	460 Adelaide St N	Alter-Triplex-Ra - Alter Existing Triplex	0	150,000
	5 Jacksway Cres 116	Alter-Apartment Building-Apt - Alter For Retaining Walls & Guards; Frr She	0	160,000
	567 Rosecliffe Terr 14	Erect-Townhouse - Cluster Sdd-Erect - Cluster Sdd - New 2 Storey, 2 Car Garage,	1	561,600

Permits_Issued_Greater_100000_Construction value

**City of London - Building Division
Principal Permits Issued From December 01, 2017 to December 31, 2017**

Owner	Project Location	Proposed Work	No. Of Units	Constr Value
	567 Rosecliffe Terr 38	Erect-Townhouse - Cluster Sdd-Erect 2 Storey, 2 Car Garage, 4 Bedrooms, Unfinish	1	608,400
	Management Board Secretariat Co/lo	Alter-Care Facility-Alter Interior For Cpri Thameswood Bldg. B3 Classi	0	600,000
Property And Land Management	600 Sanatorium Rd			
Fathi Holdings Corporation	620 Richmond St	Alter-Retail Plaza-Cm- Alterations To Interior To Add 6 No Change Roo	0	150,000
1822094 Ontario Inc	7091 Clayton Walk 32	Erect-Townhouse - Cluster Sdd-Erect 1 Storey, 3 Car Garage, 2 Bedrooms, Partia	1	397,200
Canada Trust Company Atrn. Lease & Tax Admin. Dep.	745 York St	Alter-Offices-Alter To Replace Cooling Tower. Ftr	0	200,000
London Health Sciences Centre	800 Commissioners Rd E	Alter-Hospitals-Dishwasher Replacement Renovation> Ftr Fpo	0	440,000
London Health Sciences Centre	800 Commissioners Rd E	Install-Hospitals-Is- Install North Tower Booster Pumps. Ftr	0	375,000
	9 Jacksway Cres 113	Alter-Apartment Building-Apt - Alt. For Retaining Walls And Guards. Shell O	0	160,000
905 Samia Inc.	905 Samia Rd J	Erect-Townhouse - Condo-Erect New 6 Units Townhouse, Block J, Units 50- 5	6	1,422,400
905 Samia Inc.	905 Samia Rd K	Erect-Townhouse - Condo-Erect New 4 Units Townhouse, Block K, Units 56- 5	4	1,030,400
Partners Reit	983 Wellington Rd	Alter-Amusement Games Establishment-Comm. Alter - Interior Alteration For Virtual Gami	0	162,000

Total Permits 49 Units 42 Value 20,435,850

Includes all permits over \$100,000, except for single and semi-detached dwellings

**Commercial building permits issued - subject to Development Charges under By-law C.P.-1496-244
Owner**

Commercial permits regardless of construction value.

**2ND REPORT OF THE
ENVIRONMENTAL AND ECOLOGICAL PLANNING
ADVISORY COMMITTEE**

Meeting held on January 18, 2018, commencing at 5:04 PM, in Committee Rooms #1 & #2, Second Floor, London City Hall.

PRESENT: S. Levin (Chair), E. Arellano, A. Boyer, C. Dyck, P. Ferguson, S. Hall, B. Krichker, C. Kushnir, S. Madhavji, K. Moser, S. Sivakumar, N. St. Amour, J. Stinziano, C. Therrien, R. Trudeau and I. Whiteside and H. Lysynski (Secretary).

ABSENT: E. Dusenge and C. Evans.

ALSO PRESENT: Councillor M. van Holst; C. Creighton, J. MacKay and A. Macpherson.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. ORGANIZATIONAL MATTERS

2. Election of Chair and Vice Chair for the term ending November 30, 2018

That it BE NOTED that the Environmental and Ecological Planning Advisory Committee elected S. Levin and S. Hall as Chair and Vice Chair, respectively, for the term ending November 30, 2018.

III. SCHEDULED ITEMS

3. Environmental Assessment Process

That it BE NOTED that the Environmental and Ecological Planning Advisory Committee received the attached presentation from B. Armstrong, Ministry of the Environment (retired) and B. Krichker, with respect to the Environmental Assessment process.

4. Residual Waste Disposal and Resource Recovery Strategies

That it BE NOTED that the Environmental and Ecological Planning Advisory Committee received the attached presentation from J. Stanford, Director, Environment Fleet and Solid Waste and W. Abbott, Project Manager, Solid Waste Management, with respect to the Residual Waste Disposal and Resource Recovery Strategies.

IV. CONSENT ITEMS

5. 1st Report of the Environmental and Ecological Planning Advisory Committee

That it BE NOTED that the 1st Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on December 21, 2017, was received.

6. Municipal Council Resolution - 11th Report of the Environmental and Ecological Planning Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on December 12, 2017, with respect to the 11th Report of the Environmental and Ecological Planning Advisory Committee, was received.

V. SUB-COMMITTEES & WORKING GROUPS

None.

VI. ITEMS FOR DISCUSSION

7. Workplan

That the following actions be taken with respect to the Environmental and Ecological Planning Advisory Committee Workplan:

- a) the attached 2018 Work Plan for the Environmental and Ecological Planning Advisory Committee BE FORWARDED to the Municipal Council for consideration; and,
- b) the attached 2017 Environmental and Ecological Planning Advisory Committee Workplan Summary BE FORWARDED to the Municipal Council for information.

8. Issues for Investigation

That a Working Group consisting of S. Madhavji (lead), P. Ferguson, S. Levin, K. Moser and C. Therrien, BE ESTABLISHED to review the proposed issues for investigation as provided by S. Madhavji; it being noted that once the proposed issues for investigation have been completed, they will be added to the 2018 EEPAC Workplan.

VII. DEFERRED MATTERS/ADDITIONAL BUSINESS

9. (ADDED) Green Standards for Light Pollution and Bird-Friendly Development

That the proposed Green Standards for Light Pollution and Bird-Friendly Development BE REFERRED back to the Working Group for finalization and to report back at the next EEPAC meeting.

10. (ADDED) Portion of 3614 and 3630 Colonel Talbot Road and 6621 Pack Road

That it BE NOTED that the communication dated January 15, 2018, from C. Creighton, Land Use Planner, Upper Thames River Conservation Authority, with respect to the application by Sifton Properties Limited, relating to the properties located at a portion of 3614 and 3630 Colonel Talbot Road and 6621 Pack Road, was received.

11. (ADDED) Representative for the Dingman Creek Environmental Assessment Stakeholder Committee

That B. Krichker and R. Trudeau BE APPOINTED to the Dingman Creek Environmental Assessment Stakeholder Committee.

12. (ADDED) EEPAC Review of the Colonel Talbot Property Subject Lands Status Report and Environmental Impact Statement

That the following actions be taken with respect to the Working Group comments relating to the application by Sifton Properties Limited, relating to the properties located on a portion of 3614 and 2630 Colonel Talbot Road and 6621 Pack Road:

- a) the attached Working Group comments BE FORWARDED to N. Pasato, Senior Planner, for consideration; it being noted that the Environmental and Ecological Planning Advisory Committee (EEPAC) believes that the work to-date is incomplete and that a hydrogeological study needs to be completed;
- b) the proponent BE ADVISED that, with respect to the hydrogeological study referenced in clause a) above, the EEPAC is willing to review; it being noted that the EEPAC has the expertise;
- c) the proponent BE ADVISED that the Environmental Impact Statement only dealt with impacts from Phase 1; it being noted that the scope of the analysis should be the entire site and all phases as an Environmental

Impact Statement will be required for all phases of the development;

- d) the proponent BE REQUIRED to work with adjacent landowners to coordinate studies and works so that overland flows post development support the ecological features and functions of the Natural Heritage System in the area;
- e) N. Pasato, Senior Planner, BE ADVISED that in the opinion of EEPAC this represents piece meal planning for the natural heritage areas of the subject lands and may negatively impact other applications; and,
- f) the proponent BE ADVISED that The London Plan includes a connectivity goal to work with and around other plans.

13. (ADDED) East London Servicing Study

That it BE NOTED that the attached Public Information Centre #2 for the Schedule B Environmental Assessment relating to the East London Servicing Study, was received.

VIII. ADJOURNMENT

The meeting adjourned at 7:20 PM.

NEXT MEETING DATE: February 15, 2018



1

ENVIRONMENTAL ASSESSMENT ACT (EAA) Municipal Class Environmental Process and Requirements

PRESENTATION TO THE ENVIRONMENTAL ECOLOGICAL AND ECOLOGICAL PLANNING
ADVISORY COMMITTEE (EEPAC)

PREPARED BY: BILL ARMSTRONG
BERTA B. KRICKER

2

PRESENTATION FRAMEWORK

EAA History and General Requirements
Municipal Class EA Planning and Design Process Overview
Enforcement
Master Plan
Integration
Consultation

3

WHAT IS THE ENVIRONMENTAL ASSESSMENT ACT (EAA) IN ONTARIO AND CANADA?

WHAT WORK/INFRASTRUCTURE REQUIRES APPROVALS
UNDER EAA?

HOW EAA IS DESIGNED TO PROTECT THE ENVIRONMENT?

WHAT WORK/INFRASTRUCTURE REQUIRES MUNICIPAL CLASS EA?

HOW IS DESIGNED MUNICIPAL CLASS EA TO PROTECT THE ENVIRONMENT?

4

ENVIRONMENTAL ASSESSMENT ACT (EAA) IN ONTARIO

EAA was developed & implemented in Canada in Ontario in 70s

In 1973-1974 environmental factors were brought into
infrastructure design making:

- environmental considerations were included in decision making
- Environmental Assessment (EA) Process and requirements were established by this Act
- education about this Act and the EA process was provided to professionals

5

EAA IN ONTARIO

The purpose of this Act is the betterment of the people of the whole or any part of Ontario by providing for the protection, conservation and wise management in Ontario of the environment. R.S.O. 1990, c. E. 18, s. 2

Application of this Act applies to:

- (a) enterprises or activities or proposals, plans or programs in respect of enterprises or activities by or on behalf of Her Majesty in right of Ontario or by a public body or by public bodies or by a municipality or municipalities;

6

EAA IN ONTARIO

- (b) major commercial or business enterprises or activities or proposals, plans or programs in respect of major commercial or business enterprises or activities of a person or persons, other than a person referred to in clause (a), designated by the regulations; and

- (c) an enterprise or activity or a proposal, plan or program in respect of an enterprise or activity of a person or persons, other than a person referred to in clause (a), if an agreement is entered into under section 3.0.1 in respect of the enterprise, activity, proposal, plan or program. R.S.O.1990, c.E.18,s.3; 2001,c.9,Sched. 6,s.3(3)

EAA in ONTARIO

Approval for undertaking- Individual EA

Every proponent who wishes to proceed with the undertaking shall apply to the Minister (the Minister of MOECC) for approval to do so. 1996.c.27.s.3.

Application

The EA application consists of the proposed terms of reference submitted under subsection 6(1) and the environmental assessment (EA) subsequently submitted under subsection 6.2 (1). 1996.c.27.s.3

EAA in ONTARIO

Approval for undertaking- Individual EA

The EA application consists of the proposed terms of reference under subsection 6(1) and the environmental assessment (EA) subsequently submitted under subsection 6.2 (1). 1996.c.27.s.3

The proponent of an undertaking to which this Act applies shall submit to the Minister an EA of the undertaking and shall not proceed with the undertaking until:

EAA in ONTARIO

Approval for undertaking-Individual EA

- (a) the EA has been accepted by the Minister; and
- (b) the Minister has given the approval to proceed with the undertaking.

When preparing proposed terms of reference and EA the proponent shall issue a Notice of Commencement of this undertaking with the identified deadline and consult with persons/groups that may be interested in this undertaking.

EAA in ONTARIO

Approval for undertaking- Individual EA

No subsequent approval can be given for the proposed undertaking/works by the Minister (MOECC) to the proponent, if the requirements of EAA have not been met

Any person may choose to comment in writing on the undertaking or on an EA to the Minister (MOECC) and, if the person wishes, the comments are to be considered during the preparation of the Ministry review (comments shall be submitted by the prescribed deadline)

The Minister, prior to giving the approval to proceed with the undertaking, may request a feasibility study, including research, or any action necessary to comply with this Act

EAA in ONTARIO

Prohibition - Individual EA

No person shall proceed with an undertaking unless the Minister gives his or her approval to proceed under section 9 or the Tribunal gives its approval under section 9.1. 1996, c.27, s. 3; 2000, c. 26, Sched. F, s. 11 (6).

No person shall proceed with an undertaking in a manner inconsistent with a condition imposed by the Minister or the Tribunal with it. 1996, c.27, s. 3; 2000, c. 26, Sched. F, s. 11 (6).

ENVIRONMENTAL ASSESSMENT ACT (EAA) in ONTARIO

Approval for class undertaking

Offence

Every person, whether as a principal or agent, or an employee of either of them, who contravenes any provision of this Act or the regulations or fails to comply with an order or a term or condition of an approval issued or given under this Act is guilty of an offence and on conviction is liable on a first conviction to a fine of not more than \$10,000 and on subsequent convictions to a fine of not more than \$25,000 for every day or part thereof upon which the offence occurs or continues.

Order to comply with Part II

The Minister may by order require a proponent to comply with Part II before proceeding with a proposed undertaking to which a class environmental assessment would otherwise apply

EAA in ONTARIO Approval for Class EAs undertaking

Any person may apply to the Minister to approve a Class EA with respect to class of undertaking

The intent to approve the Class EA Process is to streamline and provide more efficient MOECC reviews, approvals and permits for various undertakings and approximately 20 types of Class EAs were permitted under this Act, one of these Class EAs is the Municipal Engineers Association (MEA)'s Class EA for municipal projects

MEA requested to develop a Municipal Class Environmental Assessment (MCEA) for municipal infrastructure work/projects under EAA that was granted. The original MCEA Process/Parent Document was approved in 1997 and 2000, since this time a number of amendments were issued and implemented and the last amendments were implemented in 2015-2016

MEA CLASS EA

Municipal Engineers Association (MEA)- Municipal Class Environmental Assessment (Class EA) applies in principal to municipal infrastructure projects including:

- Municipal Roads;
- Water (intake, distribution and water treatment systems);
- Wastewater (sanitary and stormwater conveyance and treatment systems); and
- others.

Class EA the following Schedule - A, A+, B and C

These schedules reference the magnitude of the projects anticipated potential adverse environment impacts.

MEA CLASS EA

Since Class EA projects undertaken by municipalities can vary in their environmental impact, such projects are classified in this Class EA in terms of schedules: applies to municipal infrastructures projects including:

- Schedule A -generally includes normal or emergency operational and maintenance activities with minimal environmental effects/impacts, therefore, these projects are pre-approved
- Schedule A+ - are pre-approved, however, the public is to be advised prior to project implementation

MEA CLASS EA

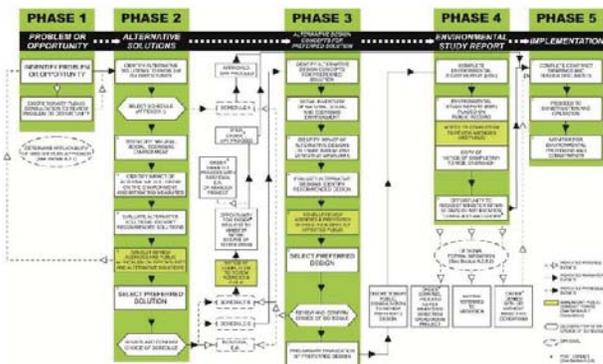
- Schedule B - generally includes improvements and expansion to existing facilities.

There is the potential for some adverse environmental impacts and the proponent would be required to proceed with a screening process including consultation with those who may be affected, demonstrating that identified low/medium adverse effects can be mitigated.

- Schedule C - generally includes the design and construction of new facilities and major expansions to existing facilities.

There is the potential for more measurable adverse environmental impacts and the proponent would be required to proceed through the more detailed environmental assessment process with developing an Environmental Study Report (ESR) and including more extensive comprehensive consultation with those who may be affected, demonstrating that identified adverse effects can be mitigated.

Class EA Process



MEA CLASS EA

Class EA Process consists of 5 Phases

- Phase 1= Statement of Problem/Opportunity Statement
- Phase 2 = Identification of Environmental Conditions that may be impacted by possible solution to the identified problem; Identification and the preliminary evaluations of possible solutions leading to the Preliminary Preferred Solutions; and Confirmation of the Project Schedule

MEA CLASS EA

Class EA Process consists of 5 Phas

- Phase 3 = Detailed assessment of Design Concept to implement preferred solution and the recommended Conceptual/Preliminary Design for Preferred Option
- Phase 4 = Completion of Environmental Study Report (ESR)
- Phase 5 = Implementation of Class EA Solution

MEA CLASS EAs

Key Products of ESR (Phase 3 &4):

- Detailed Description and Conceptual Design of Preferred Options/Alternatives
 - The detailed evaluation of the State of Environment (ecology, environment targets, geotechnical and...)
 - Identify mitigating measures
 - Consultation Process Review engagement with the public, agencies, FNs
 - Selection of the preferred solution
 - Confirmation of the Class EA Schedule
 - Completion ESR and issue of a Notice of Completion

MEA CLASS EAs

Critical Class EA Process Points:

- Notice of Initiation
- Engagement in a Consultation Review Process with the public, government agencies, First Nation (FN) Communities (1-3 Public Consultations)
- Selection of the preferred solution
- Schedule B = Notice of Completion
- Schedule C
- Consult with the public, government agencies, FN Communities
- Select Preferred Design
- Completion ESR
- Schedule C = Notice of Completion

MEA CLASS EAs

Critical Class EA Process Points:

- Notice of Completion
 - 30 days public review period
 - a letter of concerns to the proponent
 - Part II Order Request to Minister
 - Minister's Decision
 - Approval with Conditions
 - 10 year deadline to start construction
 - Addendum to ESR
- All approval permits shall not be issued until the Class EA project has been accepted

MEA CLASS EAs Enforcement

Self-Administered Class EA Process:

- The proponent is responsible to follow the Minister's approved process

Opportunity within this Class EA process for the Public and the First Nations alliances to provide comments, participate and to contribute into the selection of the preferred solution

The Province expects the proponent to undertake all reasonable efforts to address any issues arising from the proponent's Class EA project comments. The proponent is obligated to make every effort to address any "appeal" and/or problems associated with the proponent's Class EA project/process, as well as to be able to mitigate any issue arising via Part II Order from the Minister. Also known as "BUMP UP" during 30 days review period

MEA CLASS EAs Enforcement

Self-Administered Class EA Process:

- The proponent is responsible to follow the Minister's approved process

The Province (MOECC) can enforce any required conditions or refuse to grant approvals for the Class EA project, if the proponent has not followed the process and the EAA requirements are not met, no subsequent the provincial appeal can be filed

MEA CLASS EAs Consultation

Mandatory Consultation

- During Phase 2
- During Completion Phase 2 for Schedule B Projects
- Notice of Completion (30 days) - Bump Up
- During Completion Phase 3 for Schedule C Projects
- on completion of ESR in Phase 4 for Schedule C Projects
- Notice of Completion (30 days)

The Province (MOECC) can enforce, if the proponent has not followed the process and the EAA requirements are not met, no subsequent the provincial appeal can be filed

MEA CLASS EAs MASTER PLANS

Provide broad framework of a system or the study area to support detailed environment review of the specific project

The expectation that Master Servicing Plans will go in correlation with some planning studies such as Area Secondary Plans for example

At the minimum Master Servicing Plans will complete Phases 1 and 2 of MCEA

No Part II Order Provision

MEA CLASS EAs Integration of Class EA Process with Planning Process

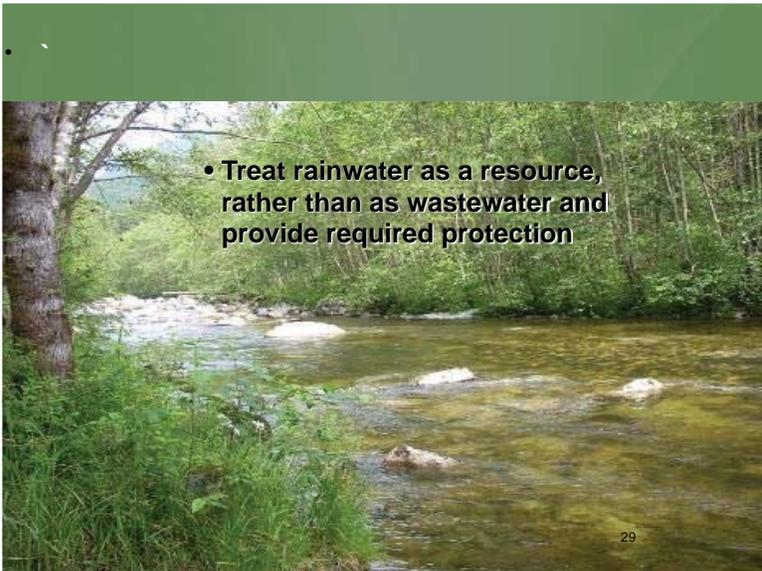
Aiming for more comprehensive environmental impact assessment into land planning

Sometimes there are public concerns over planning decisions, which eventually go to OMB, due to a lack of required knowledge and understanding of environmental science and environmental assessment methods

Integration of Class EA Process with the Planning Process is not common

Canadian Environmental Assessment Act

- Triggers- Federal Funds and/or major impacts
 - MOE between Federal and Ontario Government
 - Following Class EA Procedure with additional Federal requirements



- **Treat rainwater as a resource, rather than as wastewater and provide required protection**

UPDATES

- Residual Waste Disposal Strategy
- 60% Waste Diversion Action Plan
- Resource Recovery Strategy

Environmental and Ecological Planning
Advisory Committee

January 18, 2018



Overview

Part 1 – Update 4 Key Project Parameters

Part 2 – November/2017 Open House Information – EA Focus

Part 3 – 60% Waste Diversion & RR Strategy



1. Length of Time

Considerations	New Disposal Planning Periods (years)			
	20	25	30	35
Consistent with Other EAs	✓	✓	✓	✓
Consistent with Waste-Free Strategy	✓	✓	x	x
MOECC Comments	✓	✓	x	x
Understanding of Community Considerations	✓	x	x	x
Financial Considerations	x	✓	✓	✓

2. Limits on Annual Tonnage

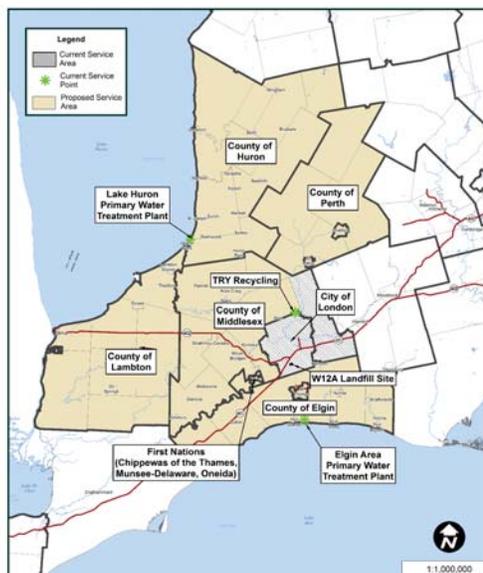
- Current limit = 650,000 tonne/year
- Proposed limit = 500,000 tonne/year

Consideration	Tonnes
Existing Service Area (estimated peak)	377,000
Additional from Expanded Area (average)	53,000
Contingency (about 15%)	70,000
Total	500,000

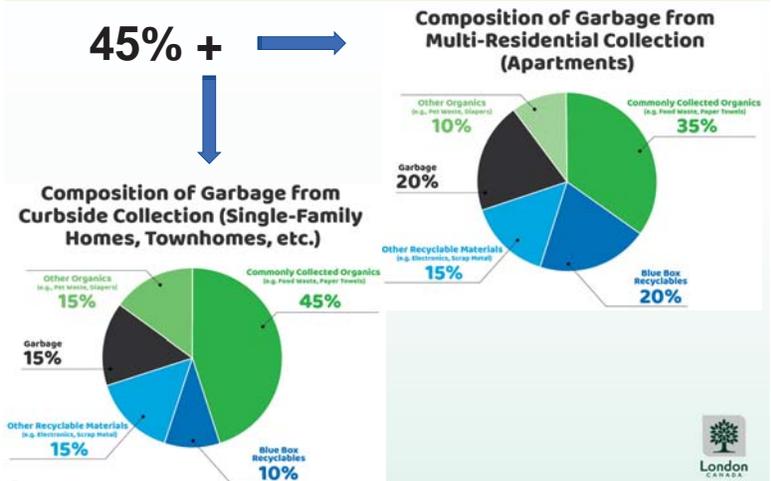
3. Service Area (Disposal)

Consider allowing neighbouring municipalities to use new/expanded facilities.

Note; use of potential resource recovery facilities has a larger potential area.



4. Diversion from 45% to 60% by 2022





Part 2 - Second Series of Open Houses (November 29 & 30, 2017)

7



WELCOME

to the Second Series of Open Houses for the Residual Waste Disposal and Resource Recovery Strategies

Today you will learn about:

- Environmental Assessment for Proposed W12A Landfill Expansion, including:
 - Purpose of the proposed landfill expansion
 - Landfill expansion alternatives (known as 'Alternative Methods') being considered
 - Proposed criteria (known as 'environmental components') to compare and evaluate the 'Alternative Methods'
 - Proposed studies to gather data about the proposed criteria
- Resource Recovery Strategy including:
 - Update on changes to waste management and diversion coming from the Province
 - Potential programs/initiatives to get to 60% waste diversion
 - Key technologies for advanced diversion and resource recovery
- How you can be involved, stay informed and provide feedback



City staff and project consultants are available to answer your questions and discuss the information presented.



Your questions and comments are important to us. Please complete a feedback form and it will be included in the EA consultation report.



getinvolved.london.ca/WhyWasteDisposal

getinvolved.london.ca/WhyWasteResource



Existing Design

8



Area
107 hectares

Height
9 metres high



Design Concept 1

9



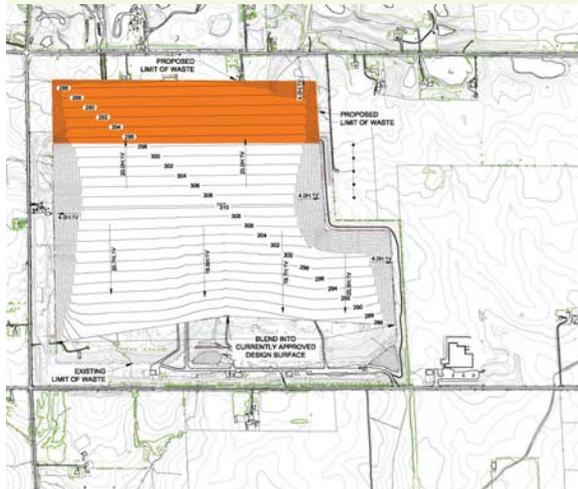
Area
107 hectares
(no change)

Height
35 metres high
(increase of 26)



Design Concept 2

10



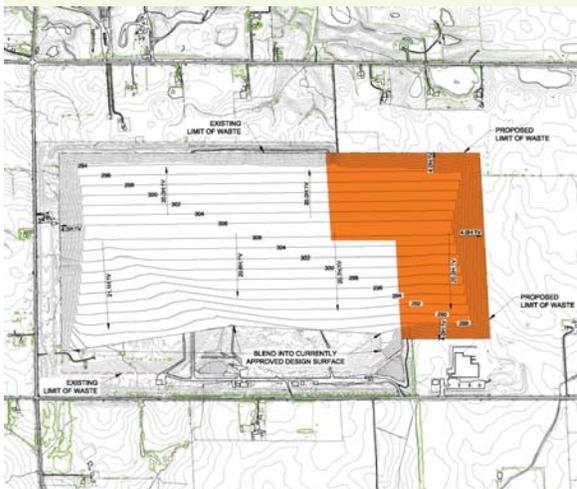
Area
134 hectares
(increase of 27)

Height
27 metres high
(increase of 18)



Design Concept 3

11



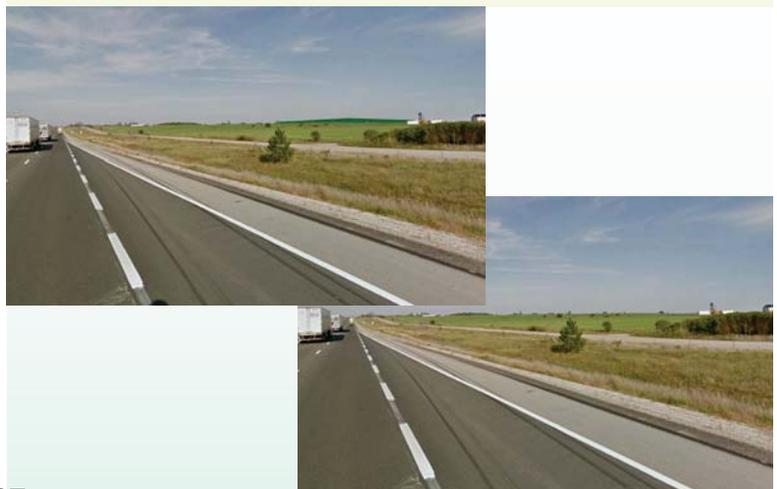
Area
143 hectares
(increase of 36)

Height
24 metres high
(increase of 15)



Visual Impact – Worst Case

12





Environmental Components

13

Category	Proposed Environmental Components	
	Environmental Component	Environmental Sub-components
Environmental	Atmosphere	<ul style="list-style-type: none"> Air quality (including dust, odour and greenhouse gases) Noise
	Biology	<ul style="list-style-type: none"> Aquatic ecosystems Terrestrial ecosystems
	Geology & Hydrogeology	<ul style="list-style-type: none"> Groundwater quality
	Surface Water	<ul style="list-style-type: none"> Surface water quality Surface water quantity
Social	Agriculture	<ul style="list-style-type: none"> Agriculture
	Archaeology	<ul style="list-style-type: none"> Archaeology
	Culture	<ul style="list-style-type: none"> Cultural heritage landscapes Cultural heritage resources (including built heritage)
	Land Use	<ul style="list-style-type: none"> Current and planned future land uses
	Socio-economic	<ul style="list-style-type: none"> Local economy Residents and community
Technical	Design and Operations	<ul style="list-style-type: none"> Technical Considerations Financial Considerations
	Transportation	<ul style="list-style-type: none"> Traffic

Top Ranked

- Groundwater Quality
- Aquatic Ecosystems**
- Terrestrial Ecosystems**
- Air Quality

Bottom Ranked

- Heritage Landscapes
- Heritage Resources
- Archaeology
- Noise



Aquatic and Terrestrial Ecosystems – Within 500 metres

14

Terrestrial

- potential ESA
- significant Woodlands
- unevaluated vegetation patch
- unevaluated wetlands
- locally significant wetland

Aquatic

- most watercourses have been altered
- either Type 2 (generally important but not critical) or Type 3 (marginal/severely degraded) fish habitat



Aquatic and Terrestrial Ecosystems – Studies

15

Terrestrial

- Herpetofauna Surveys (*Vernal Pool, Auditory Amphibian, Visual Amphibian/Salamander*)
- Bat Habitat Suitability Assessment
- Snake Cover Board & Area Searches
- Breeding Bird Surveys
- Ecological Land Classification Confirmation and Floral Inventory
- Wetland Community Boundary Delineation
- Lepidoptera and Odonata Surveys
- Significant Wildlife Habitat Surveys



Aquatic and Terrestrial Ecosystems – Studies

16

Aquatic

Habitat assessment of each watercourse:

- channel morphology
- specialized habitat
- bank and riparian community characteristics
- benthic (macro) invertebrate surveys



EA Key Upcoming Dates

17

Major Activity	Date / Timeframe
Waste Management Working Group	February 2018
Submission of Draft Proposed Terms of Reference (ToR) to Civic Works Committee (CWC)	March 2018
Seek stakeholder input on Draft Proposed Terms of Reference	April/May 2018
Public Participation Meeting (PPM) at CWC	June 2018
Council approval of Proposed ToR and submission to the Province	June/July 2018



PART 3 – 60% Waste Diversion & RR Strategy

With respect to organics. . . Council approved on October 30, 2017:

- d) The W12A Landfill expansion be sized assuming the residential waste diversion rate is 60% by 2022 noting this does not prevent increasing London's residential waste diversion rate above 60% between 2022 and 2050.





60% Diversion Action Plan & Resource Recovery Strategy

19

Key information presented for:

- Food Waste Avoidance
- Home Composting
- Community Composting
- City Waste Organics – Curbside
- City Waste Organics - Multi-Residential
- Other Recyclables



Example - Food Waste Reduction

20

Tell us how much you want us to invest in this initiative?!	Moderate (investment of resources)	Significant (investment of resources)
	How will resources be invested?	- Promotion and community outreach programs, and information to households.
How much closer will it get us to the 60% goal?	0.12% 190 tonnes	1.3% 2,100 tonnes
Annual cost	\$180 K	\$1.2 M
Cost per household	\$1	\$7
Cost per tonne	\$950	\$570
Expected annual household savings	\$ 1 M	\$10 M
GHG ² avoided	600 tonnes	6,100 tonnes
GHG ² reduction for every tonne diverted	2.9 tonnes	



Getting to 60% by 2022

Achievable with Today's Technologies

Component	Diversion Rate	Comment
Existing Diversion	45%	• Blue Box, leaf/ yard, depots, etc.
Food Waste Avoidance & More Home Composting	0.5% to 1.5%	• Drive by education and awareness
Source Separated Organics (Green Bin)	8% to 10%	• May need to go to biweekly garbage
Other Programs	4% to 5%	• Reduction, more recycling, etc.
Total	60%	



60% Diversion Action Plan & Resource Recovery Strategy

22

Revised Timeframe – Tied to Provincial Direction, Policies & Legislation

	Current Timeframe	Revised Timeframe
Draft 60% Diversion Action Plan (i.e., how to achieve 60%) – for final comments	March - April 2018	May - June 2018
Final 60% Diversion Action Plan	May - June 2018	July - August 2018
Draft Resource Recovery Strategy – for final comments	May - June 2018	July - August 2018
Final Resource Recovery Strategy	July - August 2018	January 2019



23

Questions ?????



Advisory Committee Work Plan – 2018

January 2018

Activity	Background	Responsibility	Timeline	Strategic Plan Alignment
Environmental Management Guidelines	<p>Design standards, including snake hibernacula; research whether or not there is something other than what is located at the Toronto Zoo and/or Long Point; bat boxes; barn swallow galleries; artificial nesting cavities/ roosting; aquatic habitat data collection for the Environmental Management Guidelines or Community Master Plans</p> <p>Restoration standards for wetlands, including microbes in soil and muck</p>		Continuation of the work undertaken in 2016 with respect to the Environmental Management Guidelines	
Protecting Environmentally Significant Areas	Communicating why it is important that cats and dogs are controlled in and around Environmentally Significant Areas (cats indoors, dogs on leash) with the assistance of Corporate Communications; EEPAC will work with AWAC on this			
Collaboration with other Advisory Committees	<p>An EEPAC representative is cross appointed to ACE and TFAC, and, where appropriate, EEPAC members will provide advice to its representative on this body</p> <p>Ongoing work with the Dark Sky/Bird deaths in relation to high rise buildings</p> <p>Working Group consisting of EEPAC, ACE & AWAC representatives</p>	In Progress – Expect completion of Dark Sky/Bird Deaths in February		
Review of Environmental Impact Studies and Environmental Assessments submissions as part of Planning application and the <i>Environmental Assessment Act</i>	EEPAC is circulated and asked to review consultant submissions and provide input to City staff. In cases of significant disagreement, EEPAC advises PEC	Working Groups as required	As required, usually provide turnout in one meeting cycle	

Conservation Master Plans	During 2017, Phase 2 of the Medway Valley Environmentally Significant Area Conservation Master Plan is set to begin. EEPAC has a representative on the Local Advisory Committee and will provide review to the full plan. There may also be progress on the Conservation Master Plan for the Meadowlily Conservation Master Plan during this year.	Presenting at PEC – February 20, 2018		
Trail Advisory Group	EEPAC has a representative on this staff directed group. It reviews trail locations and potential new trails for compatibility with the Significant Wildlife Habitat, if any, in the area. Recent examples including Westminster Ponds/Pond Mills ESA and Medway Valley Heritage Forest ESA.			
Wetland Relocation, Monitoring and Creation and Relocation of Wildlife	A Working Group has been established to do research on matters pertaining to wetland relocation.	R. Trudeau, C. Dyck, S. Sivakumar, C. Therrien		

Advisory Committee Work Plan – 2017

October 2017

Activity	Background	Responsibility	Timeline	Strategic Plan Alignment
Environmental Management Guidelines	Design standards, including snake hibernacula; research whether or not there is something other than what is located at the Toronto Zoo and/or Long Point; bat boxes; barn swallow galleries; artificial nesting cavities/ roosting; aquatic habitat data collection for the Environmental Management Guidelines or Community Master Plans Restoration standards for wetlands, including microbes in soil and muck		Continuation of the work undertaken in 2016 with respect to the Environmental Management Guidelines	
Protecting Environmentally Significant Areas	Communicating why it is important that cats and dogs are controlled in and around Environmentally Significant Areas (cats indoors, dogs on leash) with the assistance of Corporate Communications; EEPAC will work with AWAC on this			
Collaboration with other Advisory Committees	An EEPAC representative is cross appointed to ACE and TFAC, and, where appropriate, EEPAC members will provide advice to its representative on this body Ongoing work with the Dark Sky/Bird deaths in relation to high rise buildings Working Group consisting of EEPAC, ACE & AWAC representatives	In Progress		
Review of Environmental Impact Studies and Environmental Assessments submissions as part of Planning application and the <i>Environmental Assessment Act</i>	EEPAC is circulated and asked to review consultant submissions and provide input to City staff. In cases of significant disagreement, EEPAC advises PEC	Working Groups as required	As required, usually provide turnout in one meeting cycle	
Conservation Master Plans	During 2017, Phase 2 of the Medway Valley Environmentally Significant Area Conservation Master Plan is set to begin. EEPAC has a representative on the Local Advisory Committee and will provide review to the full plan. There may also be progress on the Conservation Master Plan for the Meadowlily Conservation Master Plan during this year.			

Trail Advisory Group	EEPAC has a representative on this staff directed group. It reviews trail locations and potential new trails for compatibility with the Significant Wildlife Habitat, if any, in the area. Recent examples including Westminster Ponds/Pond Mills ESA and Medway Valley Heritage Forest ESA.			
Wetland Relocation, Monitoring and Creation and Relocation of Wildlife	A Working Group has been established to do research on matters pertaining to wetland relocation.	R. Trudeau, C. Dyck, S. Sivakumar, C. Therrien		

EEPAC Review of the Colonel Talbot Property Subject Lands Status Report and Environmental Impact Statement

Reviewed by Joseph Stinziano and Randy Trudeau

The Subject Lands Status Report and Environmental Impact Study prepared by Natural Resource Solutions Inc. was comprehensive in surveying the ecology of the subject lands and considering the environmental impacts of the development proposed by Sifton Properties Limited. We would like to thank them for writing the report so that it was easy to follow and understand. That being said, we have several concerns regarding mitigation measures, ecological monitoring, and the lack of context for the Phase II and III developments.

Both reports speak to issues that will be addressed in the future, including compensation of the wetlands (Pg 27-28 of the EIS). We are of the opinion, in context of the hydrogeological report (Sifton Properties Limited, Hydrogeological Assessment, Project Number KIT-00233911-HG, 2017), that relocating (instead of removal and compensation) the wetland features on-site adjacent to FOD where the proposed park will be located in Phase II/III would be the best option for mitigation. Since wetlands can provide a storm-water management function, and a storm-water management pond is planned south of FOD, relocating the wetlands adjacent to FOD could not only provide ecological benefits and preclude issues of where the wetland compensation will occur, it could also provide storm-water management functions, reducing the necessary size of the storm-water management pond. Perhaps the relocated wetland would even be integrated with the storm-water management pond. As well, the mitigation measures should commence concurrently with, or before, development of Phase I, and mitigation plans be prepared as soon as possible.

Recommendation 1: Instead of compensating for the wetland removal off-site at a later date, we recommend relocating the wetland adjacent to FOD concurrent with the start of Phase I development.

Recommendation 2: Mitigation plans be prepared imminently instead of 'in the future'.

The reports also observed possible habitat for bats and possible nesting sites for Barn Swallow, and proposed re-evaluating the potential habitat a few weeks prior to the start of development. We agree with this, however there is currently no mitigation plan in place if the habitat becomes occupied with these species prior to development.

Recommendation 3: Prepare a set plan for checking possible species at risk and species of special concern habitat prior to construction with a mitigation plan in the event that SAR or SC are found.

The hydrogeological study shows that FOD7 will be removed during development. However, the SLSR and EIS report that this is a significant woodland and there are no mitigation measures in place for its removal. We recommend that FOD7 be retained. The buffer around FOD7 may then be a good place for relocating the common evening-primrose and an area for milkweed seeding.

Recommendation 4: The significant woodland (FOD7) at the southeast corner of the property be retained instead of being developed as currently planned.

The SLSR and EIS address mitigation measures for Phase I only of the development, however the hydrogeological report shows that development will lead to the removal of the significant woodland FOD7. Furthermore, mitigation of the wetland features is proposed off-site, but based on the plan in the hydrogeological report, there is ample space to incorporate wetland mitigation into the development without reducing the number of lots. We think it would be valuable to have any necessary EISs for Phase II and III of the development completed as soon as possible, as this piecemeal approach to considering each phase separately may overlook opportunities that benefit both the local ecology and the development.

Recommendation 5: That any necessary EIS for phase II and III be completed as soon as possible to ensure that any opportunities for mitigation measures on-site (including wetland relocation) can be pursued prior to the completion of Phase I.

The SLSR and EIS have no proposed monitoring plans for mitigation measures. We recommend that a monitoring plan for mitigation measures be included in the EIS, with a minimum of 3 years' monitoring commencing one year after the mitigation measures are finished to track the establishment and persistence of the new features.

Recommendation 6: A comprehensive 3-year minimum monitoring plan be established for mitigation measures that begins upon completion of the respective mitigation measures.

DRAFT COLONEL TALBOT PROPERTY – HYDROGEOLOGY COMMENTS

Dated September, 2017 (Revised from September, 2016), received by Development Services on October 18, 2017, and at EEPAC November 19, 2017

Reviewer: I. Whiteside

The main issues identified in this report were as follows:

1. Identification of a suitable site for the re-location of the Significant Wildlife Habitat being removed as part of Phase 1 of the development.
2. Additional information with respect to surface water flows post development.
3. Clarification with respect to subsurface geological conditions/ site characterization.

Theme #1 – Relocation of Wetland features

The report highlights that the wetland pockets found in the Phase 1 part of the development may be reconstructed/ mimicked with a new habitat feature on the east side of the property; however, no specific recommendations as to where or when this relocation will occur. Consistent with EEPAC's recommendation from our review of the exp. report titled "Geotechnical and Hydrogeological Assessment" of the subject site dated November 2016 (reviewed by Whiteside/Regehr, presented at the February 2017 EEPAC meeting), relocation of the wetland into the eastern part of the development does seem feasible given the existing wetland at 6499 Pack Road, the existing silty/clayey soils could act as a barrier to pond drainage into the underlying silty/sandy aquifer, and the fact that that initial report from November 2016 noted that the three wetland features present on site were potentially connected to the pond located at 6499 Pack Road. Given that the existing wetland habitat will be destroyed as part of the Phase 1 development, the relocation plan should be developed and executed concurrent with Phase 1, and not later at some indeterminate point in the future.

Recommendation 1: Investigate the feasibility of creating offsetting wetland areas within Phase 2 of the development to compensate for the three wetland features that will be lost as part of Phase 1; as the existing wetland features are potentially connected to the pond at 6499 Pack Road, that area could be suitable for wetland relocation. The offsetting wetland areas should be developed concurrently with the destruction of the existing wetland areas in Phase 1 of the development.

Theme #2 – Surface Water Flows

Surface water flows for Catchment Area A (occupying much of the Phase 1 part of the development) are projected to increase from 11,101 m³/year to between 17,175 m³/yr (with 50% runoff to secondary infiltration) and 34,350 m³/yr (with no secondary infiltration). The report indicates that runoff from the site will flow across Colonel Talbot Road, eventually reaching Mathers stream. EEPAC has some concern that this increased surface water flow could impact the aquatic habitat in Mathers stream.

The EIS for the subject site prepared by Natural Resources Solutions Inc. (dated December 2017, received by Development Services on December 12, 2017 and by EEPAC on December 21, 2017) highlights on page 23/ Map 4:

- a. fish were observed at a culvert transecting Colonel Talbot Road immediately south of the site;
- b. Watercress was observed within the channel on the downstream side of the culvert; and,
- c. said watercress is an indicator of cold water, and may indicate groundwater input.

Lastly, the EIS also stated that while minor flows from the development will be discharged to the North Lambeth subdivision storm sewer on Isaac Drive, major flows will travel overland to the culvert discussed above.

EEPAC is concerned that this overland flow could be deleterious to existing ecological conditions of the site by introducing warm surface water to a potentially cold water habitat and by allowing untreated runoff from the subdivisions into a fish habitat. Furthermore, the area is part of Dingman Creek Subwatershed "B", and will eventually drain into Dingman Creek. The 2005 Dingman Creek Subwatershed Study Update recommended that existing conditions be preserved at minimum and, to the extent practicable, improve the environmental and ecological capacity of Dingman Creek

Recommendation 2: Assess the impact of the storm water management plan for the site with respect to the impact from surface water flows going off site. That assessment should ensure that the stormwater management plan for the site demonstrates at minimum that the environmental/ecological function of Mathers stream, and the Dingman Creek system overall will be preserved at minimum, and, to the extent possible, improved.

Theme #3 – Site Characterization

EEPAC has a few comments on the overall report:

- There was no site location map for the cross sections. Having a cross sectional location map would make it easier to quickly identify which wells/pits/boreholes are part of the cross section.
- Cross section A-A' indicates essentially a contiguous sand/silty sand/sand and gravel aquifer underlying the surficial clayey silt/ clayey silty till; however, large differences in groundwater elevation between the existing Water Supply Wells used in the cross section (see 4103917, 4112333, 4103918, 4104936; Figure 11 – page 20) and MW17-8 and MW17-9 (and indeed, the steep gradient between those two wells) could indicated perched aquifers at these wells rather than the actual sand/silty sand aquifer.
- The borehole log for MW17-9 shows clayey silt till through end of the borehole at 11.1m bgs (with some sand and gravel encountered at 10.7m bgs), whereas the cross section shows the sand layer beginning at ~6m bgs. The hydraulic conductivity (3.9×10^{-9} m/s) is indicative of a clayey silt and thus the cross section may not accurately show the start of the sand layer.
- Net, the underlying sand/silty sand aquifer may not be suitably delineated at these wells, and the cross-section may create the false impression of a contiguous sand layer where such continuity does not indeed exist.

- Alternatively, MW17-8 may be part of the underlying sandy aquifer, and water level measurements at the groundwater supply wells were not taken at the same time as those for MW17-8 (I could not find when water levels at the supply wells were taken). In that case, groundwater levels on the cross section are misleading, as groundwater gradients and flow directions can only be determined if all measurements were taken as close as possible (i.e. on the same day).
- Lastly, groundwater levels should be obtained at various times throughout the year to determine seasonal fluctuations in groundwater levels. No measurements were taken over the winter months, and groundwater levels for the MW-17 series wells are only available for April-2017 and June-2017 (late spring and summer).

EEPAC PREVIOUS COMMENTS:

DRAFT COLONEL TALBOT PROPERTY SUBJECT LANDS STATUS REPORT

Dated November 9, 2016, received by Development Services on January 9, 2017, at
EEPAC January 19, 2017

Reviewers: C. Evans, S. Levin, A. Regehr, R. Trudeau, I. Whiteside

February 10, 2017

The main issues for phase 1 of this development:

1. The proposed re-location of the Significant Wildlife Habitat. EEPAC is also concerned that Pond A was drained in 2016 without a permit from the UTRCA, and Pond B, on the adjoining property, was drained. EEPAC notes that Pond B was assessed by NRSI in 2013 as a deciduous swamp surrounded by meadow marsh (page 21 SLSR). It appears it too was removed without a permit.

In its 2015 Environmental Assessment for the SWM facility south of Pack Road west of Colonel Talbot, Parsons noted that this area is part of the drainage area for Mathers Stream, the tributary of Dingman Creek that flows from west to east on the other side of Col. Talbot Road. Parsons also notes on page 42 of the EA that “there are additional flows to Mathers Stream from the 600 mm culvert under Colonel Talbot Road which contributes flows from the south east corner of Pack Road and Colonel Talbot. It is unclear how much flow has been interrupted due to the draining of Pond A.

2. Clarification is required with respect to the water balance calculations. Specifically, the size of Area 01 and the differing assumptions as to the size of the pervious area in Area 01 and Area 02. We have concern that the post development infiltration calculations over-represent the amount that will actually infiltrate, which is of notably concern given the south-west corner of the site is a Significant Groundwater Recharge Area with Vulnerability Rating of 6.

Theme #1 – Water balance calculations

The water balance calculations require additional clarification. We observed the following inconsistencies in the pre and post development water balance calculations:

- Catchment Area 01 is referenced in size at 5.1 hectares; however, the total area used in the calculation in Appendix I is 117,051 m² (11.7 hectares), and consequently, the calculated pre and post development infiltration volumes appear to be overstated.
- The post-development assumptions with respect to the pervious and impervious surface area differ between Area 01 and Area 02. Area 01 is assumed to be 73.9% pervious while Area 02 is assumed to be 40% pervious. The site plan for the development appears to have a similar level

of development in both areas, and so the percent of area that is pervious in Area 01 appears to be overstated.

The net impact from these two assumptions is the post-development infiltration rates may be overstated by as much as 65%. Given that Conservation Ontario Guidelines suggest a target of 80% of predevelopment infiltration be maintained in post development conditions, additional mitigation measures may be required to achieve the 80% target. Lastly, we note that the south-western portion of the site includes a Significant Groundwater Recharge Area with Vulnerability Rating of 6, and as such, it is important to maximize the level of groundwater infiltration relative to pre-development conditions in order to protect the Highly Vulnerable Aquifer as a groundwater resource.

Recommendation 1: The assumption set within the water balance assessment need to be revisited to ensure their correctness. Should the recalculated groundwater infiltration rates be lower than currently estimated, additional mitigation techniques beyond those currently recommended should be employed such that the post-development infiltration rate is no less than 80% of the pre-development infiltration rates.

Theme #3 – Groundwater levels

We note that the groundwater levels were measured in January, which is the seasonal low point for precipitation in the area; three of the four monitoring wells were dry when measured. As such, the report may not have correctly characterized the hydraulic conditions on site.

Recommendation 2: Additional groundwater measurements should be obtained during periods of increased precipitation (Spring and Fall) to assess seasonal variations in groundwater levels and the near surface hydraulic conditions.

Theme #4 – Wetland features

The report noted that the three wetland features present on site were potentially connected to the pond located at 6499 Pack Road. Based on the site design, these three wetland features will not exist post development.

Recommendation 3: Investigate the feasibility of creating offsetting wetland areas to compensate for the three wetland features that will be lost with this development. As the existing wetland features are potentially connected to the pond at 6499 Pack Road, that area could be suitable for wetland relocation.

THEME #2 – Relocation of Significant Wildlife Habitat

EEPAC reminds staff and the proponent that development will not be permitted within the SWH unless it can be demonstrated that there will be no negative impacts on the feature or its ecological function (OMNRF 2014). The ELC ecosite that contains the terrestrial crayfish burrow(s) is a SWH. (SWHMiST 2014, p. 391)

It is clear from the SLSR that terrestrial crayfish are well established around the MAM2-2 on the subject lands. The adjacent FOD / Shallow Water ecosite was also identified as SWH. EEPAC has mixed opinions regarding the relocation of Significant Wildlife Habitat. It is only aware of one such case in London (905 Sarnia Road). This has taken place in the last year and EEPAC has not received any reports on the success or failure of the relocation. Hence our caution.

EEPAC notes from the Geotechnical and Hydrogeological Assessment by exp that the soil conditions vary on the site and that no investigation of the soils around the SWH took place. Therefore, it is unclear as to how this area maintained sufficient moisture to maintain such a large colony of terrestrial crayfish.

Surface water that is directed toward crayfish habitat has the potential to have adverse effects as this may result in flooding of burrows, unstable water levels within burrows and introduction of contaminants into the crayfish habitat (e.g., urban and industrial pollution, road runoff). Additionally, surface water has the potential to introduce sediments into crayfish habitat. If the clay and silty-clay soils that they require become covered with other sediments, the soils may not be suitable for burrowing or constructing chimneys. (SWHMiST 2014, p. 391)

Development on adjacent land also has the potential to affect populations of burrowing crayfish. Activities that result in a change in the water table (drainage works, flow diversions, piping watercourses, etc.) may either result in flooding of burrows or making the soils too dry to support crayfish. Higher water tables may result in asphyxiation of crayfish if the burrow becomes filled with water too near the surface. Crayfish may also be forced to move to adjacent areas where the water table is lower to obtain the correct mix of air and water within the burrow. If the water table declines or if areas are drained/dewatered, the soil may become too hard and dry for the crayfish to burrow in it, or they may have to burrow an excessive depth to reach water. (ibid.)

Development within habitat for the Meadow and Chimney Crayfish will result in direct loss of their habitat and possibly extirpation of the local population. (SWHMiST 2014, p. 390).

Hence the following recommendation regarding the proposed relocation.

Recommendation 4: Detailed study (including a water balance study) of the soil and groundwater conditions be undertaken. If a suitable site for relocation is not found on the subject lands, alternative sites outside the subject lands must be used. These could include, but not be limited to, the ESA adjacent to Mather Stream on the west side of Col. Talbot Road (owned by the owner of the lands containing Pond B), or the OS1 lands in the Talbot Village development to the north.

EEPAC cautions that the lands to the north may not be suitable as the Beacon report to the City (*EIS Performance Evaluation*, p. 30) noted that there have been changes in community types in the Talbot Village wetland and dumping; introduction of trees, shrubs, ornamentals, food crops, mown grass, trails, bird feeders, mulch, flagstones, and trails. There is a paved path adjacent to this area as well.

Recommendation 5:

- a. At the new site surface water runoff needs to be directed away from potential crayfish burrows to avoid sedimentation that adversely affects the crayfish's ability to dig burrows. (SWHMiST 2014, p. 392)
- b. Suitable vegetation must be at the new site to provide forage for the crayfish.

Theme #5 – Species at Risk

Barn swallows were noted as foraging in the area. The consultants identified that it is possible that nesting sites would be found in buildings.

Recommendation 6: The breeding status of Barn Swallow and any use of the existing buildings/structures on site must be confirmed prior to any building/structure demolition or site development. (p. 27, SLSR). If nests are found, there is an MNRF protocol that must be followed.

Page 28 of the SLSR indicates that the regionally rare Common Evening Primrose was found on site. The consultant recommended it be moved late 2016 or early 2017. There is no information if this was done or to where the plants were moved.

Recommendation 7: The proponent report on what has happened to this plant. If the plants are still on site, a suitable location for relocation be identified with the advice of a City Ecologist and the firm used in the SLSR. The plants should only be moved when the likelihood of re-rooting is highest.

Theme #6 – Site Plan / Development Agreements

Recommendation 8: The site plan and design elements include:

- a. If Phase 2 starts more than three years after the date of the draft SLSR, the proponent be required to submit a new SLSR to determine if there have been any changes to the evaluation of the woodland.
- b. There be an EIS to determine the buffer distance from the FOD/Shallow Water ecosite which was identified as Significant Wildlife Habitat.
- c. In the Phase 2 development, a formal bat habitat assessment be required including bat exit surveys, and any cavity trees be preserved in the woodland. (page 25 and 27, SLSR)
- d. A tree retention report be required.
- e. The proponent be required to monitor the relocated SWH for three years and report in the spring and fall to a City Ecologist as to the restoration of the terrestrial crayfish and Western Chorus Frog populations.
- f. If the wetland is relocated on this site, phase 2 might have a negative impact on the new feature, including impacts caused by changes to or piping of the tributaries on site. A water balance study must be part of the monitoring program.
- g. Any new interference with watercourses or wetlands will result in the forfeiture of any securities and charges under Section 28 of the Conservation Authorities Act.

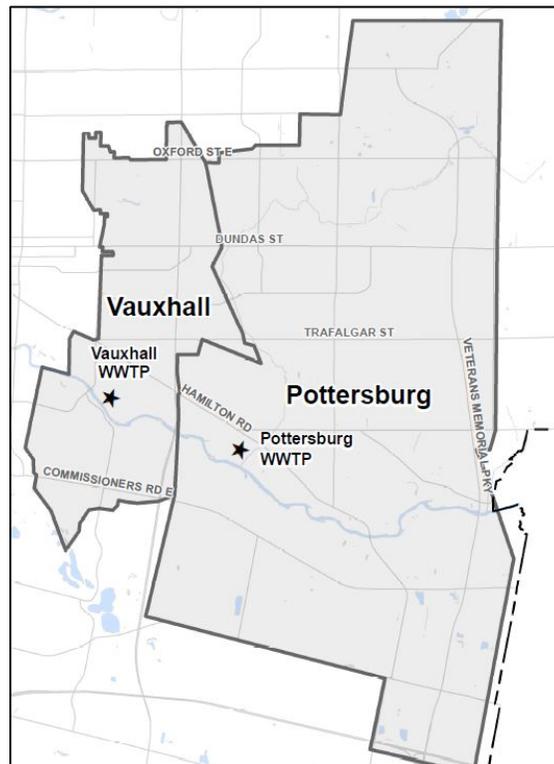
Theme #7 - Dewatering Activity

With respect to the recommendation regarding sediment control for dewatering systems, we would reinforce that need given the proximity of nearby surface water channels that are connected ponds and wetlands located east of the site and are tributaries to Dingman Creek. We reference the City of London guidelines for Sediment and Erosion, which specifies that controls must be put in place to ensure adequate protection of water quality in open watercourses within the City's boundaries.

Schedule B Environmental Assessment East London Servicing Study

PUBLIC INFORMATION CENTRE #2

The City of London (the City) is conducting a study to identify the preferred approach for managing future wastewater flows collected within the Vauxhall and Pottersburg sewersheds and treated at the Vauxhall and Pottersburg Wastewater Treatment Plants (WWTPs). The study will develop environmentally sound recommendations that reflect the current and future needs of the Vauxhall and Pottersburg sewersheds through a collaborative public and stakeholder consultation process. The study will follow the requirements for a Schedule B project under the Municipal Class Environmental Assessment (EA) process. The EA will serve to determine the preferred approach to address the current and future needs within each sewershed to improve WWTP performance; speak to population growth; address future effluent quality issues at the WWTPs; mitigate the effects of basement flooding; and, improve operational flexibility.



The second and final Public Information Centre (PIC) is being held to present information on the preferred alternative solutions for the WWTPs and collection systems within the two sewersheds prior to confirming the final solutions for the study. You are invited to learn more about the preferred alternative solutions

as well as ask questions and provide input. Project information will be available for viewing, and members of the City and their consultant, CH2M, will be available to discuss the information and answer questions.

Date: Wednesday, January 31, 2018

Time: 6:00 PM to 8:00 PM

Location: Tweedsmuir Public School
349 Tweedsmuir Avenue, London ON

Public and agency consultation is a key component of the Class EA process. All those with an interest in the project are encouraged to attend the PIC to provide input into the study. If you are unable to attend the PIC, and wish to provide feedback, you can do so by contacting:

Kirby Oudekerk, P.Eng.

Environmental Services Engineer
Wastewater Treatment Operations
City of London
109 Greenside Ave.
London, ON N6J 2X5
Phone: (519) 471-1537
Email: koudeker@london.ca

Tom Mahood, P.Eng.

Environmental Assessment Lead
CH2M HILL Canada Limited
72 Victoria St. S
Kitchener, ON N2G 4Y9
Phone: (519) 579-3000 ext. 73241
Email: tom.mahood@ch2m.com

The information presented at the PIC will be available on the City's Website after January 31, 2018: <https://www.london.ca/ELSS>

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee
From: John M. Fleming
Managing Director, Planning and City Planner
Subject: Application By: Dancor Construction Limited
2150 Oxford Street East

Public Participation Meeting on: February 20, 2018

Recommendation

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of Dancor Construction Limited relating to the property located at 2150 Oxford Street East:

- (a) The proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on March 6, 2018 to amend the Official Plan by **ADDING** a policy to section 10.1.3 – Policies for Specific Areas;
- (b) The proposed by-law attached hereto as Appendix "B" BE INTRODUCED at the Municipal Council meeting on March 6, 2018 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan as amended in part (a) above, to change the zoning of the subject property **FROM** a Holding Light Industrial (h-199*h-200*LI1/LI2/LI4/LI5) Zone, **TO** a Holding Light Industrial Special Provision (h-199*h-200*LI1/LI2/LI4(_)/LI5) Zone;
- (c) The proposed by-law attached hereto as Appendix "C" **BE INTRODUCED** at a future Council meeting, to amend The London Plan by **ADDING** new policies to the Specific Policies for the Light Industrial Specific Policies **AND ADDING** the subject lands to Map 7 – Specific Policy Areas – of The London Plan **AND** that three readings of the by-law enacting The London Plan amendments **BE WITHHELD** until such time as The London Plan is in force and effect.

Executive Summary

Summary of Request

The requested amendment is to permit Offices as an additional permitted use at a total gross floor area of 2,200m² specific to Phase II of the overall development on the subject site.

Purpose and the Effect of Recommended Action

The purpose and effect of the recommended Official Plan amendment would add a Specific Area Policy to Chapter 10 and that would permit Office uses as an additional permitted use with a maximum total gross floor area of 2,200m². The recommended zoning amendment will mirror the recommended Chapter 10 policy and implement the office use and 2,200m² of gross floor area.

Rationale of Recommended Action

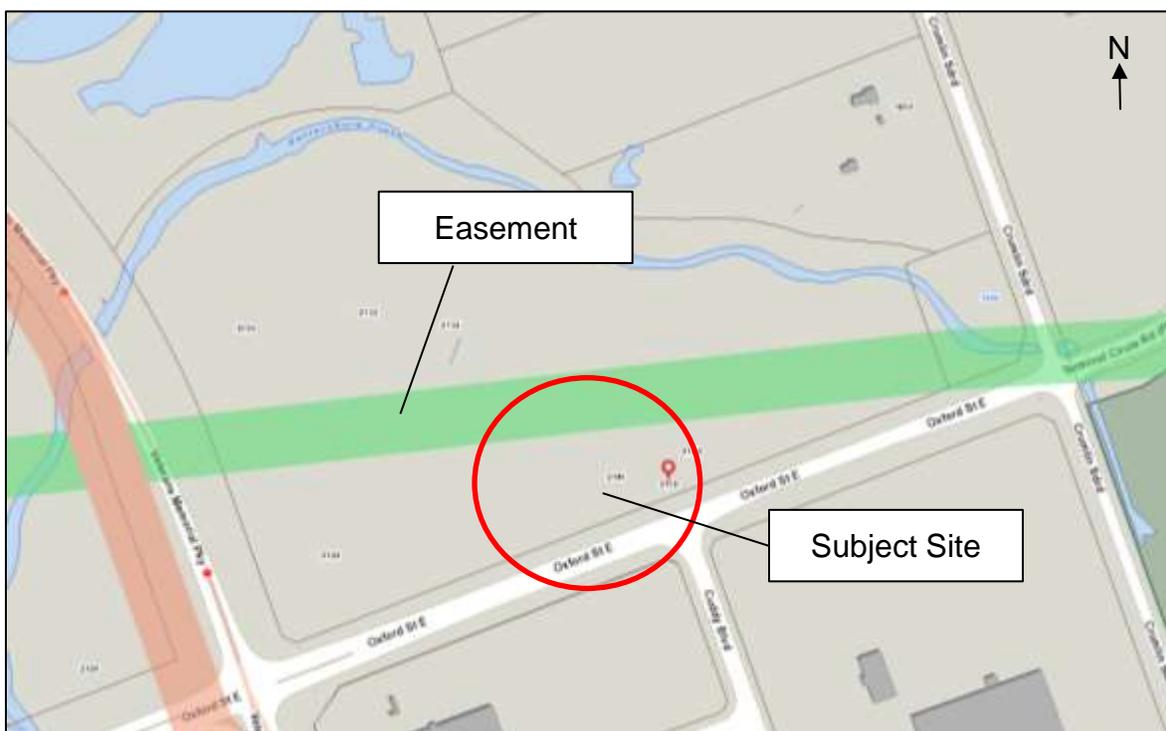
1. The recommended amendment is consistent with the Provincial Policy Statement 2014.
2. The recommended amendment is consistent with the Policies for Specific Areas of the Official Plan.
3. The site's location at a gateway to the City from Highway 401 and in close proximity to the Airport lends itself to accommodate a wider range of office-type uses.
4. The recommended amendment provides flexibility for the site to adjust to future market demands.

Analysis

1.0 Site at a Glance

1.1 Property Description

The subject site is a large light industrial lot that has an imperial oil easement splitting the lot into two separate portions as development cannot occur over this easement. The south portion of the site has already received site plan approval on two phases (Phase 1 and Phase 3) of the three phases of development and the north portion of the site will be developed in the future for Phase 4. The rezoning application is specific to Phase 2 of this development located on the portion of land on the south side of the easement directly between Phase 1 and Phase 3 which are currently being developed. The site is surrounded by the Pottersburg creek to the north, east and west with Light industrial uses directly south.



1.2 Current Planning Information (see more detail in Appendix D)

- Official Plan Designation – Light Industrial
- The London Plan Place Type – Light Industrial
- Existing Zoning – h-199*h-200*LI1/LI2/LI4/LI5 Zone

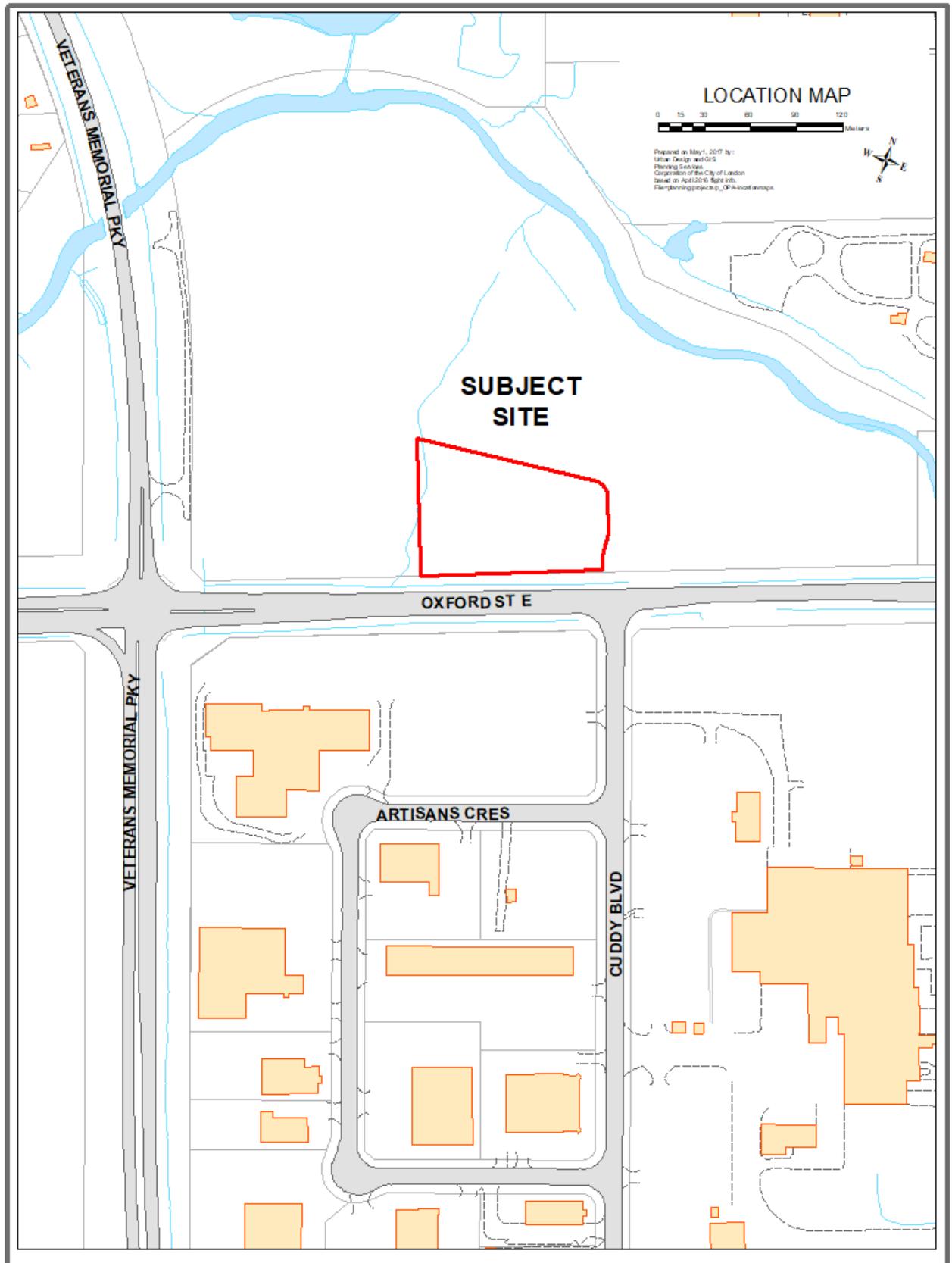
1.3 Site Characteristics (Phase II)

- Current Land Use – Vacant
- Frontage – 125.33 m (411 feet))
- Depth – approximately 75 m (246 feet))
- Area – 1.17 ha (2.88 acres)
- Shape – Irregular

1.4 Surrounding Land Uses

- North –Open Space/Pottersburg Creek
- East –Open Space/Airport/General Industrial
- South – Light Industrial
- West – Open Space/Light Industrial

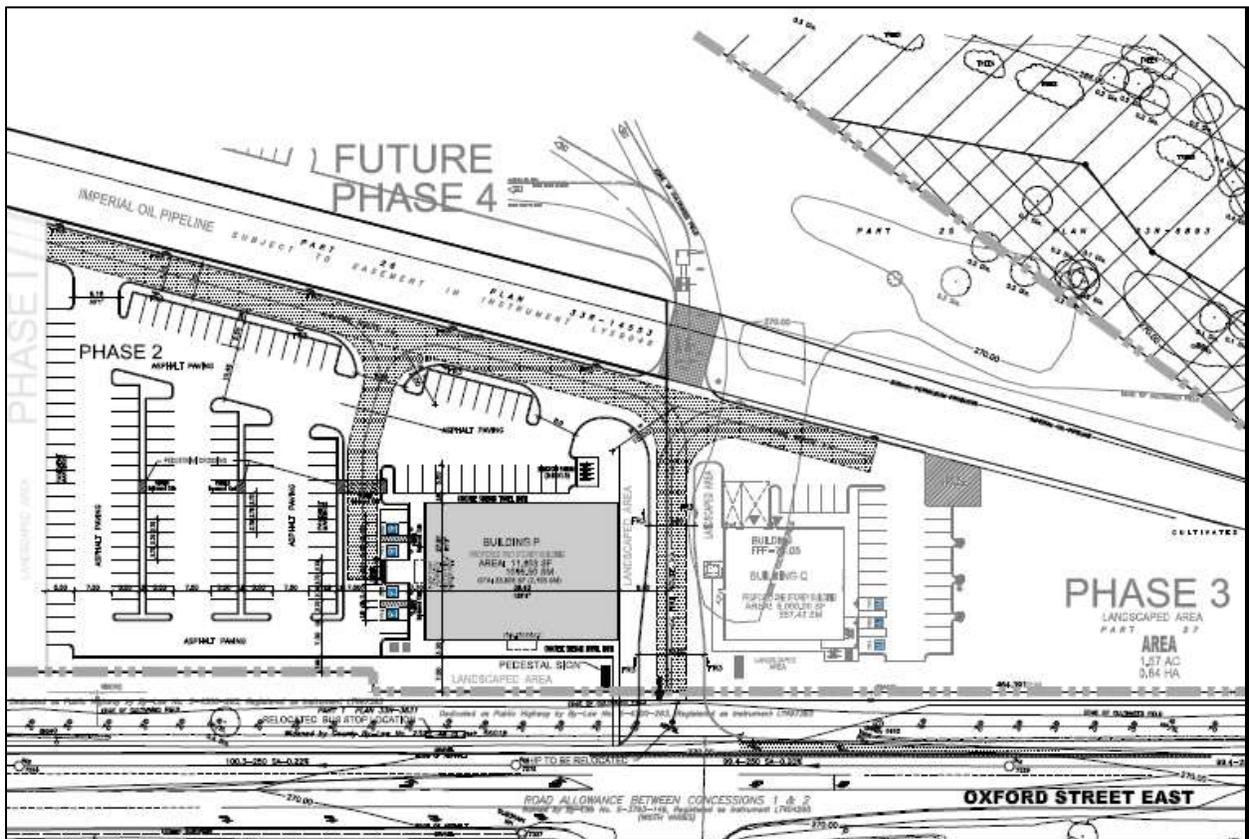
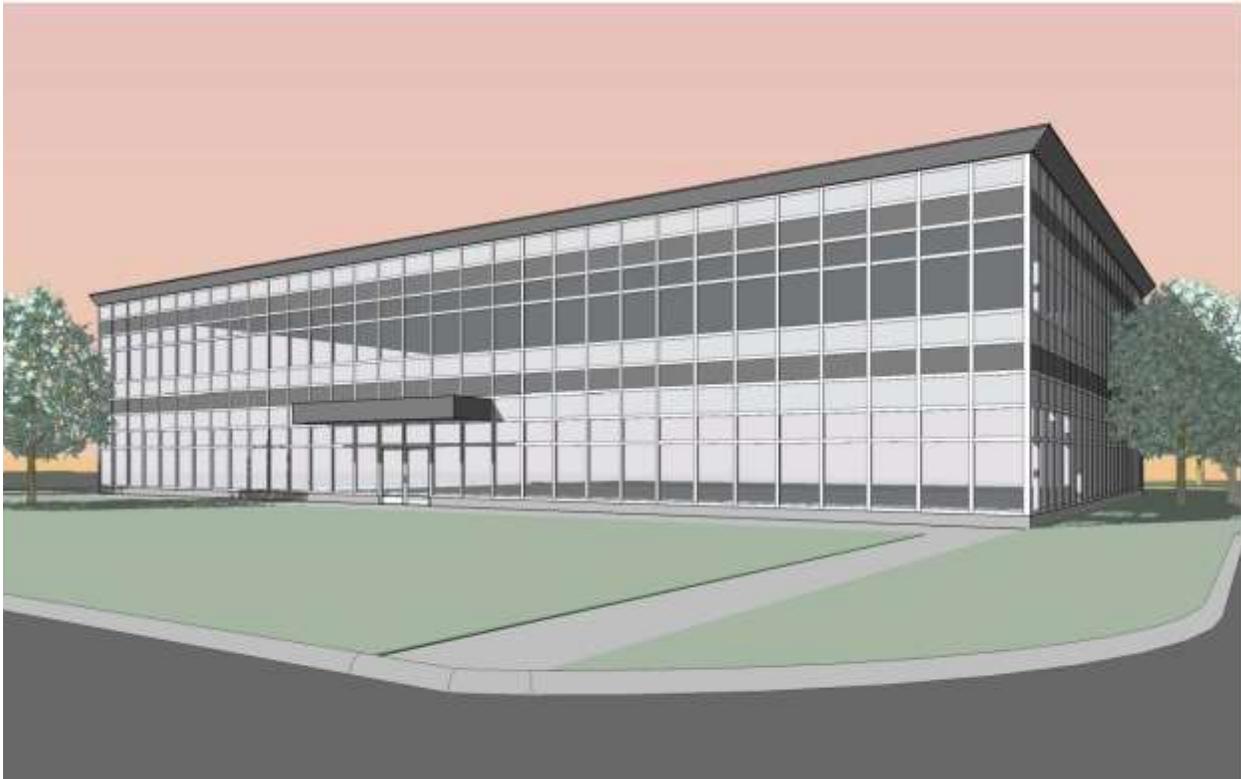
1.5 Location Map



2.0 Description of Proposal

2.1 Development Proposal

The applicant is proposing a 2,200m² office-style building designed with a high percentage of windows and glazing and the ability to be used for light industrial uses and/or office space. The building has been brought up to the front of the property along Oxford Street East and is located next to a future entrance into the site which is currently adjacent to a new 557m² industrial building (Phase 3) on the east side of the entrance. No special provisions are required for the development itself as it adheres to the requirements of the existing light industrial zone regulations. The proposed building is approximately 30 metres south of the Imperial Oil easement that runs through the property to the north.



3.0 Relevant Background

3.1 Planning History

The subject site has been through two site plan approval processes. Phase 1 of the development is located at the southwest corner of the subject site and has received approval for a 2,771m² industrial building while Phase 3 of the development is located on the east side of the property along Oxford Street and has approval for a 557m² building. The applicant has also identified that Phase 4 will be developed north of the oil easement and may include up to 3 large industrial buildings, however an application for site plan approval for Phase 4 has not been submitted to date.

3.2 Requested Amendment

The applicant has requested an amendment the Official Plan to add a Chapter 10 Specific Area policy to permit Offices as an additional permitted use with a total gross floor area of 2,200m². An accompanying Zoning By-law amendment was also submitted in order to implement the requested specific area policy through a special provision to permit Offices at 2,200m² while maintaining the full range of permitted uses in the existing Light Industrial zones.

3.3 Community Engagement (see more detail in Appendix B)

Through the community engagement process no public concern was raised. City Staff also had limited concerns with the proposed development as two portions of the site have already received site plan approval and any significant engineering concerns have been addressed through earlier phases.

3.4 Policy Context (see more detail in Appendix C)

Provincial Policy Statement (2014)

The Provincial Policy Statement (PPS) 2014 provides policy direction on matters of provincial interest related to land use and development. Section 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns of the PPS encourages healthy, livable and safe communities which are sustained by accommodating an appropriate range and mix of residential, employment and institutional uses to meet long-term needs. It also promotes cost-effective development patterns and standards to minimize land consumption and servicing costs. The PPS encourages settlement areas (1.1.3 Settlement Areas) to be the main focus of growth and development.

Section 1.3 *Employment* of the PPS requires planning authorities to promote economic development and competitiveness by providing for an appropriate mix and range of employment uses, and providing opportunities for a diversified economic base. The PPS ensures that planning authorities protect and preserve employment areas for current and future uses and that the necessary infrastructure is provided to support current and projected needs while placing an emphasis on protecting those employment areas in proximity to major goods movement facilities and corridors for uses that require those locations. (1.3.2 Employment Areas, 1.3.2.1, 1.3.2.3)

Section 1.7 *Long-Term Economic Prosperity* in the PPS supports opportunities for economic development and community investment-readiness. The recommended amendment increases the ability of the subject site to attract businesses for potential expansion or allow for flexibility in the range of uses if a vacancy occurs thereby supporting the long term prosperity of the site.

Official Plan

The range of permitted uses identified in the existing Light Industrial designation do not include the requested office use. The Official Plan provides Council the ability to implement alternative land uses where the application of existing policies would not accurately reflect the intent of Council with respect to the future use of the land. The recommended adoption of Policies for Specific Areas may be considered where one or more of the following conditions apply:

- i) The change in land use is site specific, is appropriate given the mix of uses in the area, and cannot be accommodated within other land use designations without having a negative impact on the surrounding area.
- ii) The change in land use is site specific and is located in an area where Council wishes to maintain existing land use designations, while allowing for a site specific use.
- iii) The existing mix of uses in the area does not lend itself to a specific land use designation for directing future development and a site specific policy is required.
- iv) The policy is required to restrict the range of permitted uses, or to restrict the scale and density of development normally allowed in a particular designation, in order to protect other uses in an area from negative impacts associated with excessive noise, traffic, loss of privacy or servicing constraints.

In the case of the requested amendment policy 10.1.1 (ii) has been identified to apply. Requested amendments to add new specific area policies also require the completion of a Planning Impact Analysis. (10.1.2. Planning Impact Analysis)

London Plan

The London Plan place type for the subject site is also Light Industrial and the policies are generally consistent with the existing Light Industrial designation. The place type will permit small-scale service office uses and accessory office uses of any scale however general offices will not be permitted.

4.0 Key Issues and Considerations

Through the circulation process no public concern was raised about the proposed development and rezoning application. The main consideration is whether the proposed use, intensity, and form are appropriate and consistent with the policies for specific areas.

4.1 Issue and Consideration # 1 – Permitted Uses

Provincial Policy Statement 2014 (PPS)

The PPS directs municipalities to accommodate an appropriate mix and range of employment uses, including industrial and commercial uses (1.1.1.b). The recommended amendment to add general Office uses to the site increases the range of employment uses and provides a complementary use to the existing range of industrial uses on the site in conformity to the PPS.

The PPS identifies Light Industrial lands as employment areas which are encouraged to be protected and preserved for current and future uses and ensure that the necessary infrastructure is provided to support current and projected needs. The PPS also puts emphasis on protecting those employment areas in close proximity to major good movement facilities and corridors. The subject site is located at a gateway to the City from both Highway 401 and the airport where high volumes of people and freight travel making it an important location to protect for employment uses. The proposed amendment is not removing any opportunities for these lands to be used as employment lands as the existing Light Industrial designation and zoning are being maintained. In fact, the addition of Office uses will only increase the subject site's ability to be used as employment lands for the long term. (PPS 1.3.2 Employment Areas)

Official Plan

The subject site is designated and zoned for light industrial uses which provide for a range of uses that involve assembling, fabricating, manufacturing, processing and/or repair activities; are located within enclosed buildings; require only a limited amount of outdoor storage; and are unlikely to cause adverse effects with respect to air, odour or water pollution, or excessive noise levels. Other types of permitted uses include research and communication facilities; printing and publishing establishments; warehouse and wholesale outlets; technical, professional and business services such as architectural, engineering, survey or business machine companies; service trades;

and contractor's shops that do not involve open storage. Office uses and retail outlets which are ancillary to any of the above uses are also allowed.

Stand-alone offices may also be permitted as secondary use where their operations perform a Support Office function (7.3.1. Main Permitted Uses). Support Offices consist of a building in which technical or professional consulting services are performed to serve industrial manufacturing, assembly, processing or repair establishments such as an architect, a surveyor, an engineer, and an industrial training facility for manufacturing, assembly, processing or repair skills (Zoning By-law Z.-1, Section 2). The existing industrial zones currently permit up to 2,000m² of total gross floor area for all permitted office-type uses.

The effect of the recommended amendment would be to expand the range of stand-alone offices currently permitted (Support Offices) to also permit stand-alone general Offices, comprised of Professional Offices and Support Offices. Recognizing that the general Office uses are not contemplated by the Official Plan, the recommended amendment seeks to limit the area in which the general Office use may be permitted to Phase 2 of the overall development. This ensures the rest of the site will develop for Light Industrial uses in conformity to the policies.

In order to achieve the desired Office use at a total GFA of 2,200m² the applicant has applied for an amendment to Chapter 10 (Policies for Specific Areas) along with a Zoning By-law amendment to implement the proposed Chapter 10 amendments. Policies for Specific Areas may be applied where the application of existing policies would not accurately reflect the intent of Council with respect to the future use of the land. The adoption of policies for Specific Areas may be considered when the change in land use is site specific and is located in an area where Council wishes to maintain existing land use designations, while allowing for a site specific use.

The London Plan

The London Plan policies effectively mirror the current Light Industrial policies of the Official Plan. The Light Industrial Place Type contemplates stand-alone, small-scale Service Office uses and accessory office uses (1115_4 & 1115_5) while prohibiting general Office uses (1115_6). The policies also require that the City ensure that the Downtown office market is not undermined by allowing for large amounts of non-accessory office developments outside of the core (1113_3).

In the case of this application the subject site is located within a unique context as the intersection of Oxford Street East and Veterans Memorial Parkway has emerged with the potential to be niche Office node. There is already 5,000m² of approved stand-alone office uses on the property located at the southwest corner of the intersection with another accessory office to a light industrial use located at the southeast corner of the intersection. The site is also located at a Gateway into the City from the London International Airport and from the Highway 401 Corridor. This intersection provides an opportunity to capture a niche market of office users that require proximity to these modes of transportation and/or the local industrial base, and conversely would not compete for the Downtown office space. The site is also constrained by the oil easement which limits the potential building size and ultimately limits the potential for a use that would be seeking to develop a large industrial floorplate on the property. By providing for an alternative use it will help contribute to the long-term viability of the site for a use that is complementary to the surrounding uses.

This gateway to the City provides the public an initial view and experience of the City and the proposed office-style building will help enhance the character of the area and complement the existing accessory Office space to the industrial use across the street. This new development together with the existing forms of development and potential future office development on the southwest corner will help create a welcoming corridor when coming to and from the airport or Highway 401. The recommended amendment provides an opportunity for a site-specific Office use at an appropriate scale in an area where Council wishes to maintain the existing Light Industrial land use designation. The Light Industrial designation has been carried through to The London Plan and the existing light industrial zones will be maintained.

4.2 Issue and Consideration # 2 – Intensity of Office Uses

Provincial Policy Statement 2014 (PPS)

The PPS directs land use patterns within settlement areas to be based on densities and a mix of uses that efficiently use land and resources (1.1.3.2.a.1).

Official Plan

The Official Plan provides guidance on the amount of ancillary or Support Office uses permitted in Light Industrial areas by restricting the scale of development to small-scale (7.3.6). The Official Plan defines *Small-scale* as Office development with a floor area of less than 2,000m² (5.2.4). In the case of the proposed development the applicant is proposing a maximum gross floor area 2,200m² for general Office uses which is a 10% increase above the current policy permissions. This amount of gross floor area would match the size of the building proposed for Phase 2.

The recommended amendment is supportive of the requested increase in gross floor area to coincide with the floor area of the proposed building. Should Council support the amendment to increase the range of Office uses that could be permitted in Phase 2 of the proposed development (described in section 4.1), it is reasonable to allow that potential future office use to occupy up to the entirety of the 2,200m² building area.

The London Plan

The policies of The London Plan place no limit on the scale of development for accessory offices in the Light Industrial Place Type (1115_5). Similar to the current Official Plan, small-scale Service Offices may be permitted in the Light Industrial Place Type. (1115_4). The London Plan defines small-scale as a building containing 2,000m² of Office uses or less (1795). Since the proposed development is not an accessory office to an industrial use nor is it considered small-scale a new Specific Area Policy is required to permit the requested amendment when The London Plan comes into effect. Similar to the rationale to support an amendment to the current Official Plan, the proposed development for Phase 2 anticipates the construction of a 2,200m² building. Should an expanded range of Office uses be permitted by Council, it is reasonable to permit the office use to occupy up to the entirety of the 2,200m² building floor area. An additional amendment to The London Plan which mirrors the amendment to the current Official Plan is included as an appendix to this report.

4.3 Issue and Consideration # 3 – Form of Development

Provincial Policy 2014

The PPS ensures that municipalities are supporting long-term economic prosperity (1.7) and one way the PPS does this is by directing municipalities to encouraging a sense of place, by promoting well-designed built form (1.7.1.(b)). The proposed form of development will have the appearance of an office building while allowing the flexibility to be converted to an industrial use. This is important as the site could function as an industrial use given the Light Industrial designation and zoning that still will remain in effect on the site. The building is proposed to be located near the front of the site to complement the location of the accessory office use across the street. The result is a well-designed built form that establishes a sense of place at a gateway into the City in conformity to the policies of the PPS.

Official Plan

The industrial policies of the Official Plan promote an aesthetically pleasing form of development along major roads and entrances to the City while maintaining compatibility through appropriate separation, buffering, and landscaping provide visual compatibility among adjacent land uses (7.1.1.ii and 7.3.5 iii). The benefit of developing

an office-type building is that it provides for an aesthetically pleasing form of development at a major gateway to the City. The Site Plan Control By-law and existing Light Industrial zoning regulations also ensure that appropriate separation, buffering and landscaping are provided on industrial sites in order to reduce any impacts on abutting land uses. Although an Office use is being recommended as an additional use on the site, the development is still required to conform to the existing industrial regulations. This ensures compatibility with the surrounding industrial uses if an industrial use were to occupy the proposed development.

The London Plan

The London Plan also provides direction on how development within industrial sites should occur. Industrial sites along the Veterans Memorial Parkway will be developed with high-quality design and enhanced landscaping with an abundance of tree planting to contribute to the iconic parkway image as a monument to Canada's war veterans. It also directs any office component of industrial buildings to be strategically located to take advantage of important views from entrances to industrial parks or from adjacent streets (1125_4 and 1125_8). As previously mentioned the current policy context strives to achieve similar goals and many of these issues will be addressed through the Site Plan Approval process. The current site layout and building design also strive to achieve these goals and the use of windows and glazing on a large percentage of the building provides an attractive building while the proposed location of the building is next to Oxford Street East frames the corridor and entrance into the industrial site. There is also an existing holding provision (h-200) on the site to ensure that a high level of design, landscaping and the overall site functionality is achieved. The holding provision will remain on the site through this rezoning process and will be cleared once Site Plan Approval is complete. The holding provision reads as follows:

Purpose: To ensure that urban design is addressed at site plan, a development agreement shall be entered into that incorporates high quality urban design features that recognize the prominent gateway location of the site, including enhanced building and landscape design, screened service and loading areas, and building orientation and setbacks. The "h-200" symbol shall not be deleted until building elevations and site plan have been submitted that recognizes the prominent gateway location of the site, to the satisfaction of the City Planner.

More information and detail is available in Appendix B and C of this report.

5.0 Conclusion

The requested amendment to permit Office uses with a total gross floor area of 2,200m² through a Chapter 10 amendment and Zoning By-law amendment is appropriate as the site is located at a gateway to the City from Highway 401 and in close proximity to the Airport which lends itself to capture a niche office market that is not anticipated to compete with Downtown. The Office use will contribute to the long term viability of the site and provide flexibility for the site to adjust to future market demands. The proposed form of development is in keeping with the surrounding land uses and the site is located in an area where Council wishes to maintain the existing land use designation while permitting an appropriate alternative use.

Prepared by:	Mike Corby, MCIP, RPP Current Planning
Submitted by:	Michael Tomazincic, MCIP, RPP Manager, Current Planning
Recommended by:	John M. Fleming, MCIP, RPP Managing Director, Planning and City Planner

February 8, 2018
MC/mc

\\FILE2\users-z\pdp\Shared\implemen\DEVELOPMENT APPS\2017 Applications 8723 to\8851OZ - 2150 Oxford St
E (MC)\Report\PEC-Report-Template-AODA.docx

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. C.P.-1284-
A by-law to amend the Official Plan for
the City of London, 1989 relating to 2150
Oxford Street East

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

1. Amendment No. (to be inserted by Clerk's Office) to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy in Section 10.1.3 of the Official Plan for the City of London to allow Office uses at a maximum gross floor area of 2,200m².

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 2150 Oxford Street East in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with Provincial Policy Statement 2014 and Policies for Specific Areas of the Official Plan. The use of Policies for Specific Areas will maintain the existing designation, which is in keeping with the Place Type identified through the London Plan, while facilitating a use to help enhance a gateway to the City while providing for flexibility for the site to adjust to market demands.

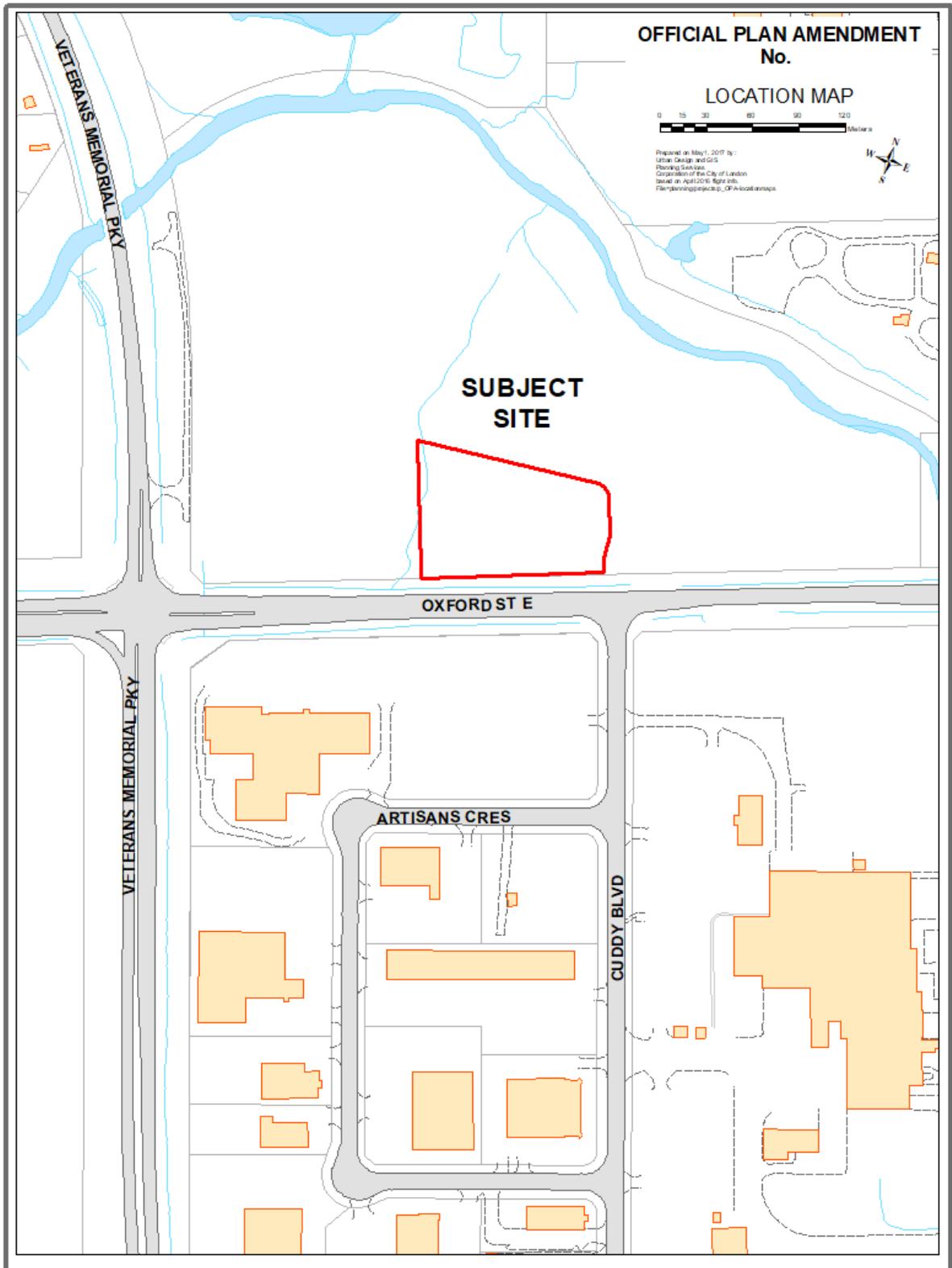
D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Section 10.1.3 – Policies for Specific Areas of the Official Plan for the City of London is amended by adding the following:

2150 Oxford Street East

In the Light Industrial designation at 2150 Oxford Street East, in addition to the uses permitted in the Light Industrial Designation, Offices will be permitted in Phase 2 of the development up to a maximum gross floor area of 2,200m² (23,680.6sq.ft.).



Appendix "B"

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 2150
Oxford Street East.

WHEREAS Dancor Construction Limited has applied to rezone an area of land located at 2150 Oxford Street East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to a portion of the lands located at 2150 Oxford Street East, as shown on the attached map comprising part of Key Map No. A.104, from a Holding Light Industrial (h-199*h-200*LI1/LI2/LI4/LI5) Zone to a Holding Light Industrial Special Provision (h-199*h-200*LI1/LI2/LI4()/LI5) Zone.
- 2) Section Number 40.4 of the Light Industrial (LI4) Zone is amended by adding the following Special Provision:
 -) LI4() 2150 Oxford Street East
 - a) Additional Permitted Use
 - i) Offices
 - b) Regulation[s]
 - i) Gross Floor Area 2,200m² (23,680.6sq.ft.)
for Office uses
(maximum)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

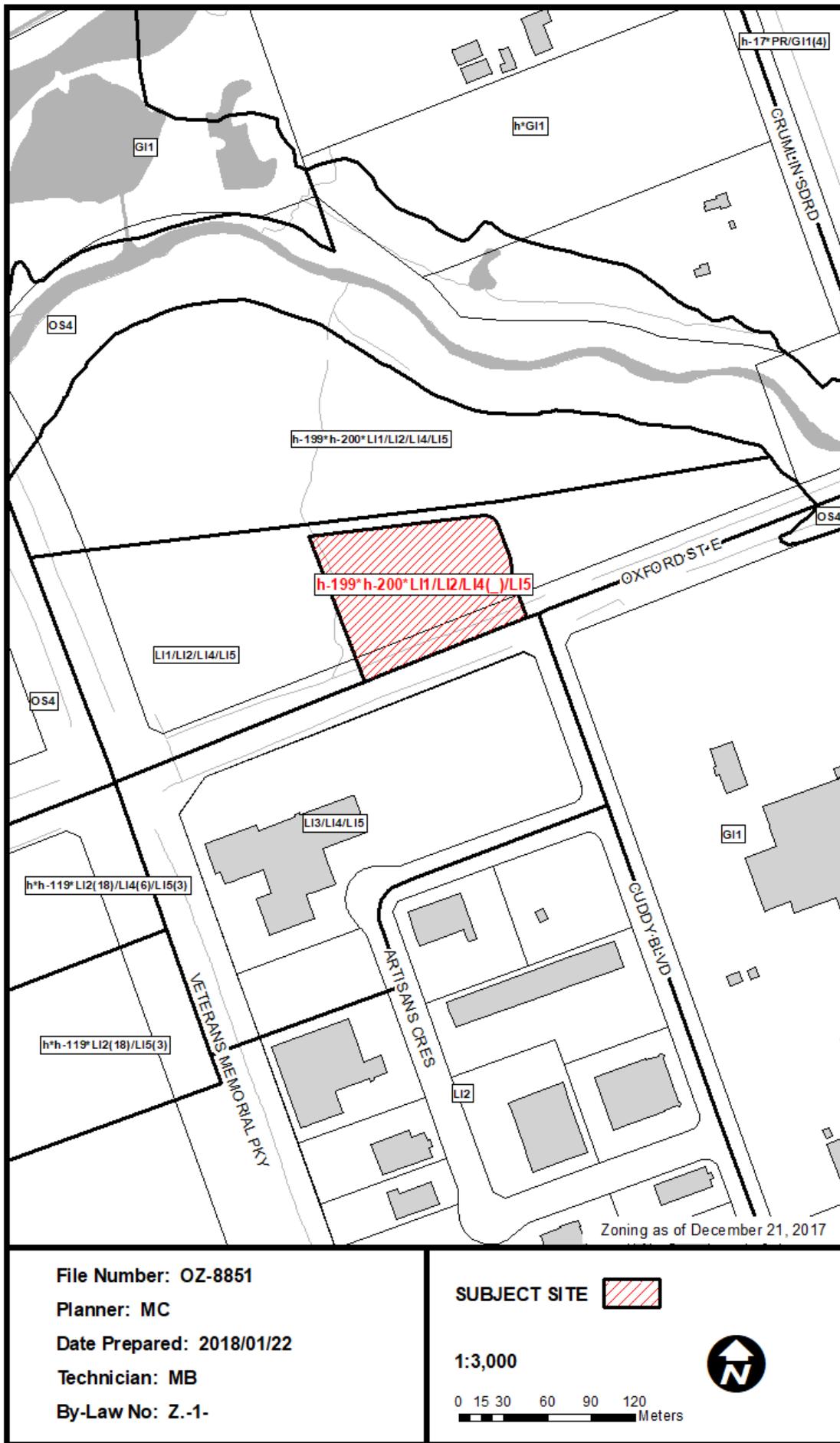
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-8851
 Planner: MC
 Date Prepared: 2018/01/22
 Technician: MB
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,000

0 15 30 60 90 120 Meters



Geotitles

Appendix "C" (insert before By-law for ZBA)

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. C.P.- ____

A by-law to amend The London Plan for
the City of London, 2016 relating to 2150
Oxford Street East.

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

1. Amendment No. (to be inserted by Clerk's Office) to The London Plan for
the City of London Planning Area – 2016, as contained in the text attached hereto and
forming part of this by-law, is adopted.

2. This by-law shall come into effect in accordance with subsection 17(38) of
the *Planning Act, R.S.O. 1990*, c.P.13.

PASSED in Open Council on

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

**AMENDMENT NO.
to the
THE LONDON FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add new policies to the Light Industrial Specific Policies to allow Office uses at a maximum gross floor area of 2,200m² and adding the subject lands to Map 7 – Specific Policy Areas – of The London Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 2150 Oxford Street East in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with Provincial Policy Statement 2014 and contributes to Veteran’s Memorial Parkway’s iconic image as a monument to Canada’s war veterans in conformity to The London Plan. The additional Office use will help enhance a gateway to the City while providing for flexibility for the site to adjust to market demands.

D. THE AMENDMENT

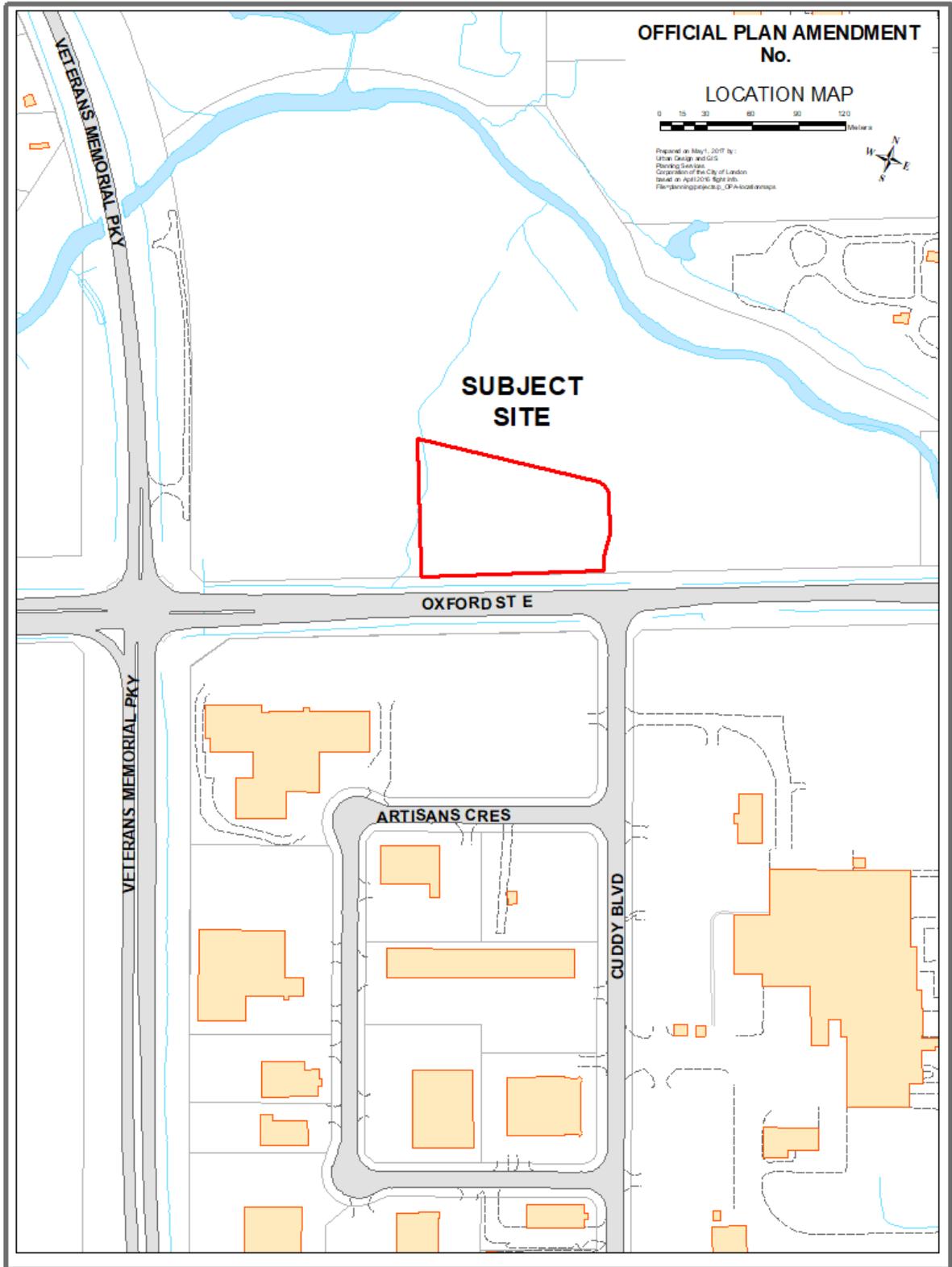
The Official Plan for the City of London is hereby amended as follows:

1. Light Industrial Specific Polies of The London Plan for the City of London is amended by adding the following:

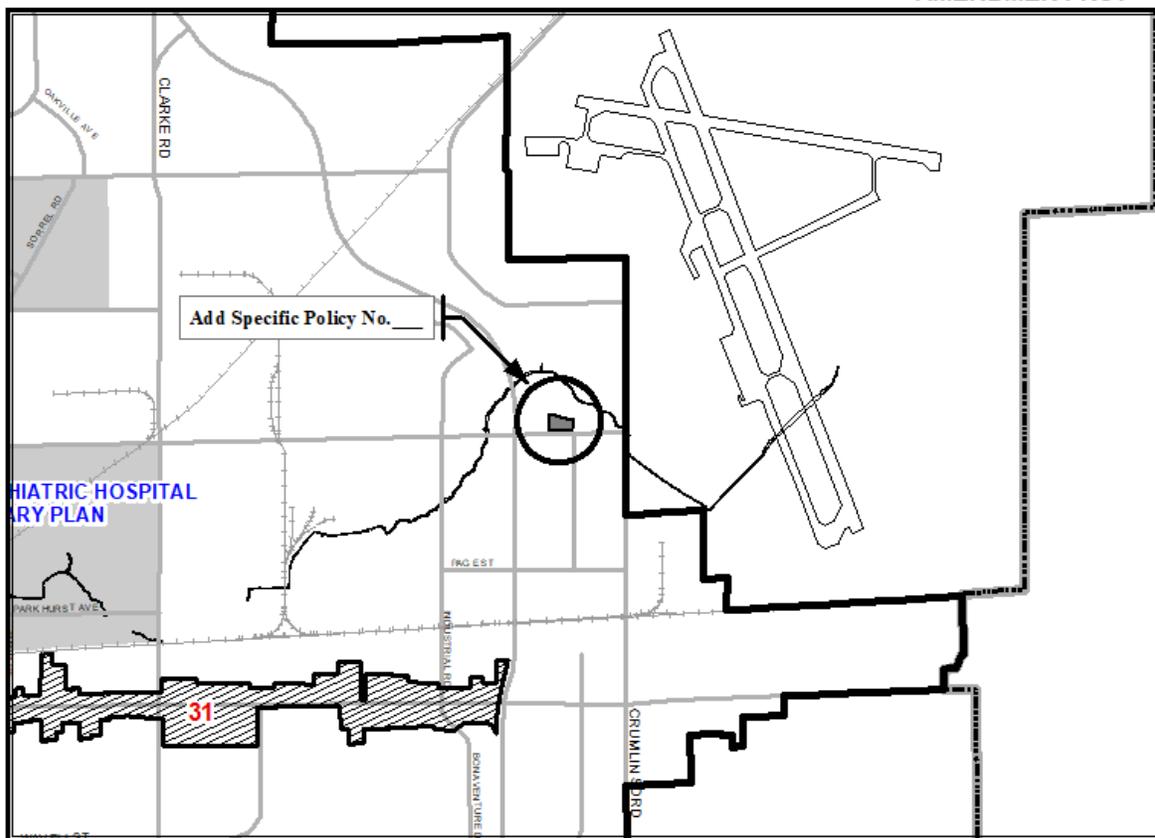
2150 Oxford Street East

In the Light Industrial Place Type at 2150 Oxford Street East in addition to the uses permitted in the Light Industrial Designation, Offices will be permitted in Phase 2 of the development up to a maximum gross floor area of 2,200m² (23,680.6sq.ft.).

2. Map 7 – Specific Policies Areas, to The London Plan for the City of London Planning Area is amended by adding a specific policy area for the lands located at 2150 Oxford Street East in the City of London, as indicated on “Schedule 1” attached hereto.



AMENDMENT NO: _____



LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

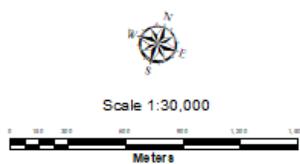
BASE MAP FEATURES

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

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

**SCHEDULE #
 TO
 THE LONDON PLAN**
 AMENDMENT NO. _____

PREPARED BY: Planning Services



FILE NUMBER: OZ-8851
 PLANNER: MC
 TECHNICIAN: MB
 DATE: 2/1/2018

Document Path: E:\Planning\Projects\p_officialplan\work\consolid\amendments_LondonPlan\OZ-8851\OZ-8851_AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

Appendix B – Public Engagement

Community Engagement

Public liaison: On November 15, 2017, Notice of Application was sent to 13 property owners in the surrounding area. Notice of Application was also published in the *Public Notices and Bidding Opportunities* section of *The Londoner* on November 16, 2017. A “Planning Application” sign was also posted on the site.

0 replies were received

Nature of Liaison: The purpose and effect of this Official Plan and zoning change is to permit Office uses on the subject site at a total gross floor area of 2200m².

Change Official Plan to add a Specific Area Policy to Chapter 10 to permit the proposed office use at a total gross floor area of 2200m².

Change Zoning By-law Z.-1 from a Holding Light Industrial (h-199*h-200*LI1/LI2/LI4/LI5) Zone which permits a range of industrial and associated secondary use, to Holding Light Industrial Special Provision (h-199*h-200*LI1/LI2/LI4()/LI5) Zone to permit Offices at a total gross floor area of 2200m².

Agency/Departmental Comments

Wastewater and Drainage Division – November 23, 2017

WADE has no further comment.

The comment made is already included in Appendix 1, “City Record of Pre-Application Consultation” under the Planning Justification Report.

Previous Comments:

The municipal sanitary outlet available is the 600mm sanitary sewer on Oxford Street at VMP to the west of the subject lands. These lands are tributary to the Clarke Road pumping station and ultimately the Pottersburg Pollution Control Plant.

The Owner is required to provide an inspection manhole wholly on private property but as close to the property line as possible. A new PDC to City standards will be required.

There are multiple municipal sanitary sewers in proximity to this site namely those found within Oxford St being a 250mm and 450mm diameter sewer and a 450mm diameter along VMP. If proposing connections to the 250mm diameter sanitary on Oxford the Owner will need to make improvements to the sanitary sewer system such as upsizing the 250mm diameter sanitary sewer to accommodate these lands.

Transportation Planning & Design – November 28, 2017

Transportation has no comments to offer regarding the zoning application for 2150 Oxford Street East, OZ-8851.

UTRCA – November 30, 2017

The UTRCA has no objections to this application to permit office uses on the subject lands. As indicated, the property is regulated and prior to undertaking any site alteration

or development within the regulated area, the landowner may be required to obtain written approval from the Conservation Authority.

Development Services – December 5, 2017

The City of London's Environmental and Engineering Services Department has not identified any concerns with respect to the aforementioned Official Plan and Zoning By-Law amendments application.

Please note that there is a major pipeline traversing the subject property which may have a significant impact on the limits of development of the subject property. Please be sure to address this issue.

Environmental and Parks Planning – December 7, 2017

E&PP have no concerns. Parkland dedication, pathway alignments and riparian restoration works have been included in the site plan process.

Appendix C – Policy Context

The following policy and regulatory documents were considered in their entirety as part of the evaluation of this requested land use change. The most relevant policies, by-laws, and legislation are identified as follows:

Provincial Policy Statement 2017

1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns

1.1.1 a, b, c, e

1.1.3 Settlement Areas

1.1.3.1, 1.1.3.2, 1.1.3.3, 1.1.3.4, 1.1.3.6

1.3 Employment

1.3.2 Employment Areas

1.3.2.1

1.3.2.3

1.7 Long-Term Economic Prosperity

Official Plan

Chapter 7 – Industrial Land Use Designations

7.3.1. Main Permitted Uses

7.3.5. Area and Site Design Criteria

7.3.6. Scale of Development

Chapter 10 – Policies for Specific Areas

10.1.1. Criteria

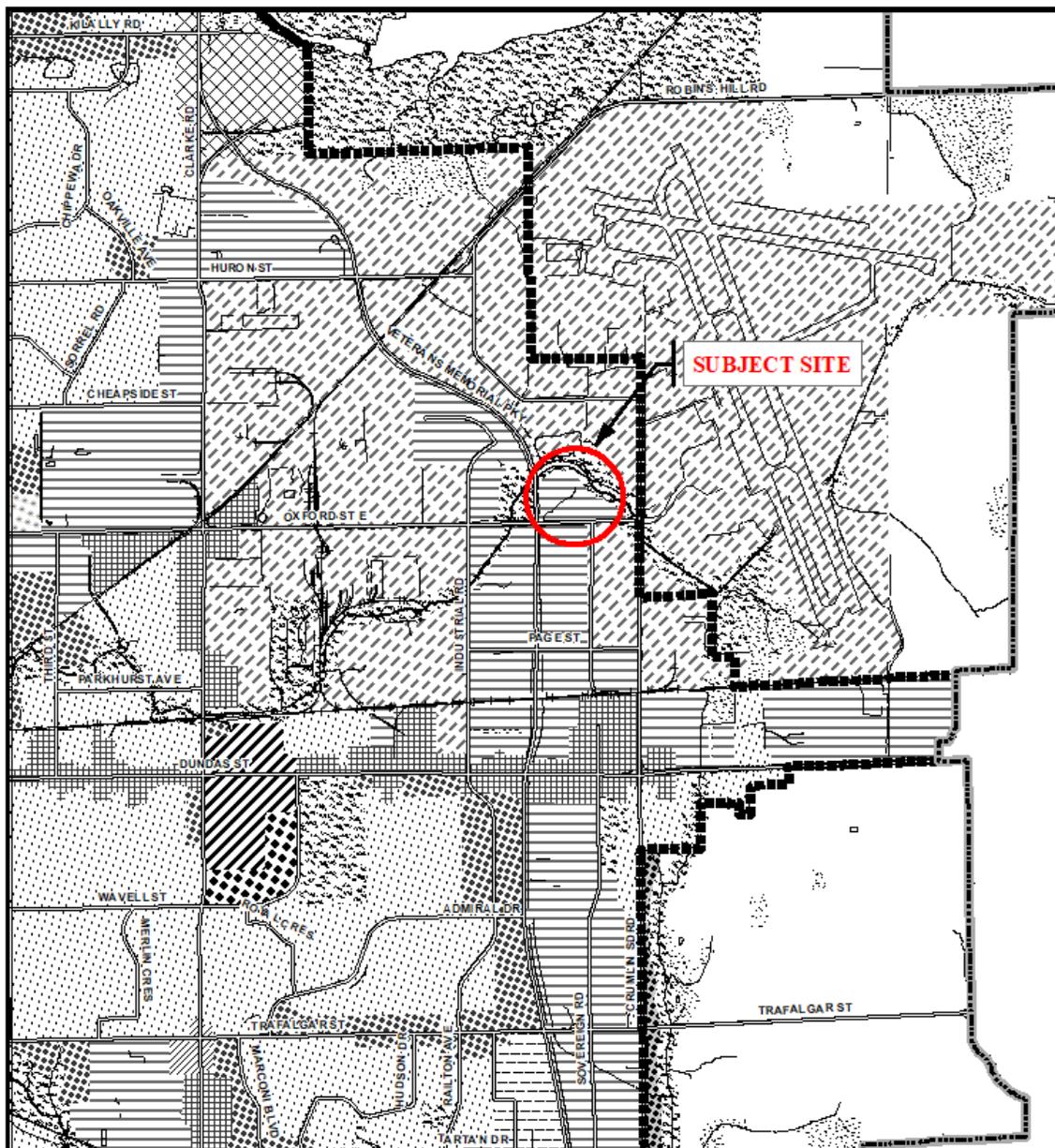
10.1.2. Planning Impact Analysis

London Plan

Permitted uses in Light Industrial Place Type - 1115

Appendix D – Relevant Background

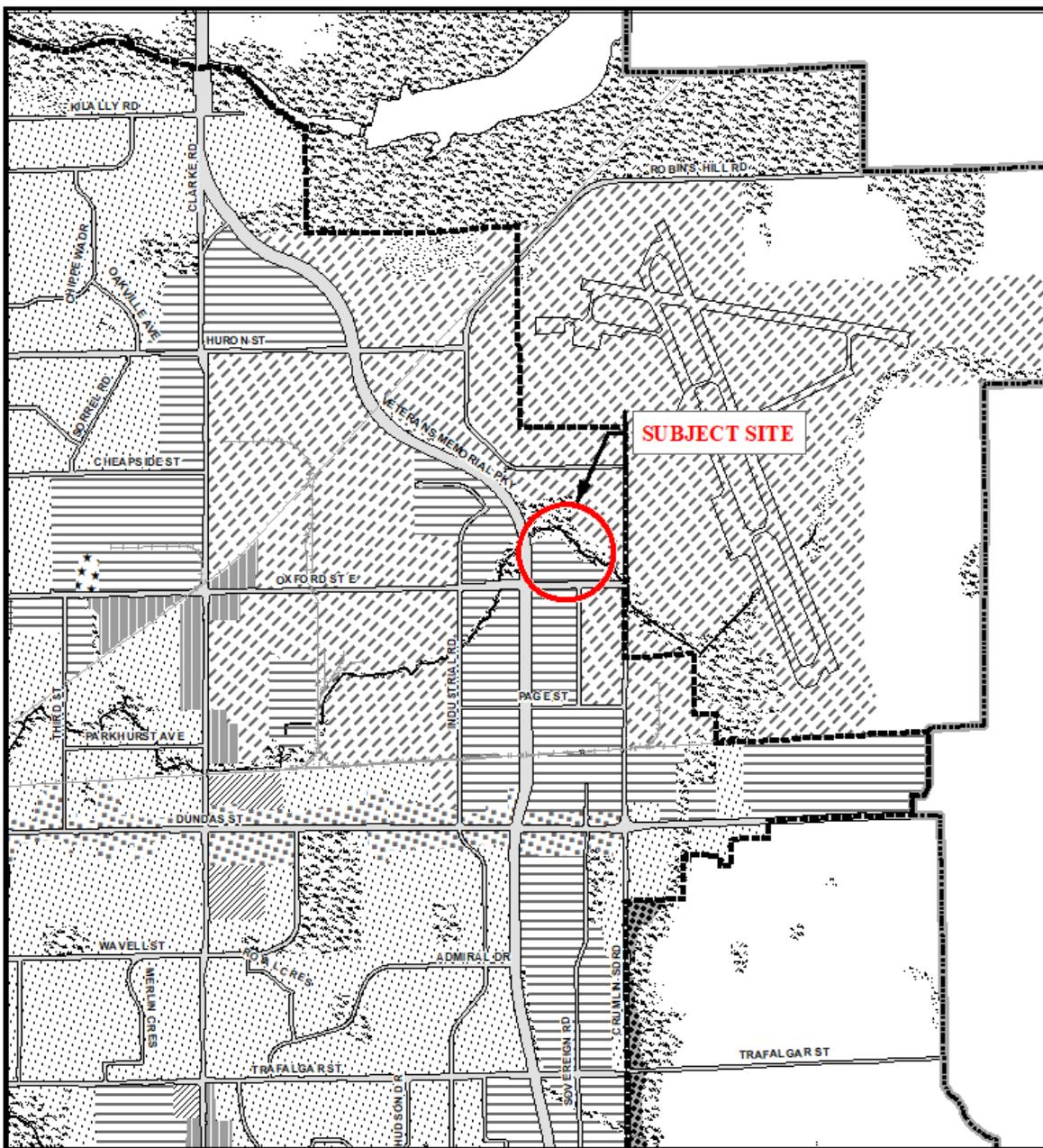
Additional Maps



Legend		
Downtown	Multi-Family, Medium Density Residential	Office Business Park
Wonderland Road Community Enterprise Corridor	Low Density Residential	General Industrial
Enclosed Regional Commercial Node	Office Area	Light Industrial
New Format Regional Commercial Node	Office/Residential	Commercial Industrial
Community Commercial Node	Regional Facility	Transitional Industrial
Neighbourhood Commercial Node	Community Facility	Rural Settlement
Main Street Commercial Corridor	Open Space	Environmental Review
Auto-Oriented Commercial Corridor	Urban Reserve - Community Growth	Agriculture
Multi-Family, High Density Residential	Urban Reserve - Industrial Growth	Urban Growth Boundary

<p>CITY OF LONDON Planning Services / Development Services OFFICIAL PLAN SCHEDULE A - LANDUSE -</p> <p><small>PREPARED BY: Graphics and Information Services</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-8851</p>
		<p>PLANNER: MC</p> <p>TECHNICIAN: MB</p> <p>DATE: 2018/01/22</p>

PROJECT LOCATION: e:\planning\projects\p_officialplan\work\cons\100\excerpts\mod_templates\scheduleA_b&w_8x14_with_SWAP.mxd



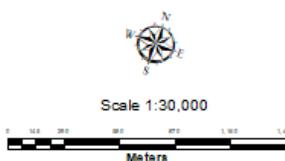
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhood | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

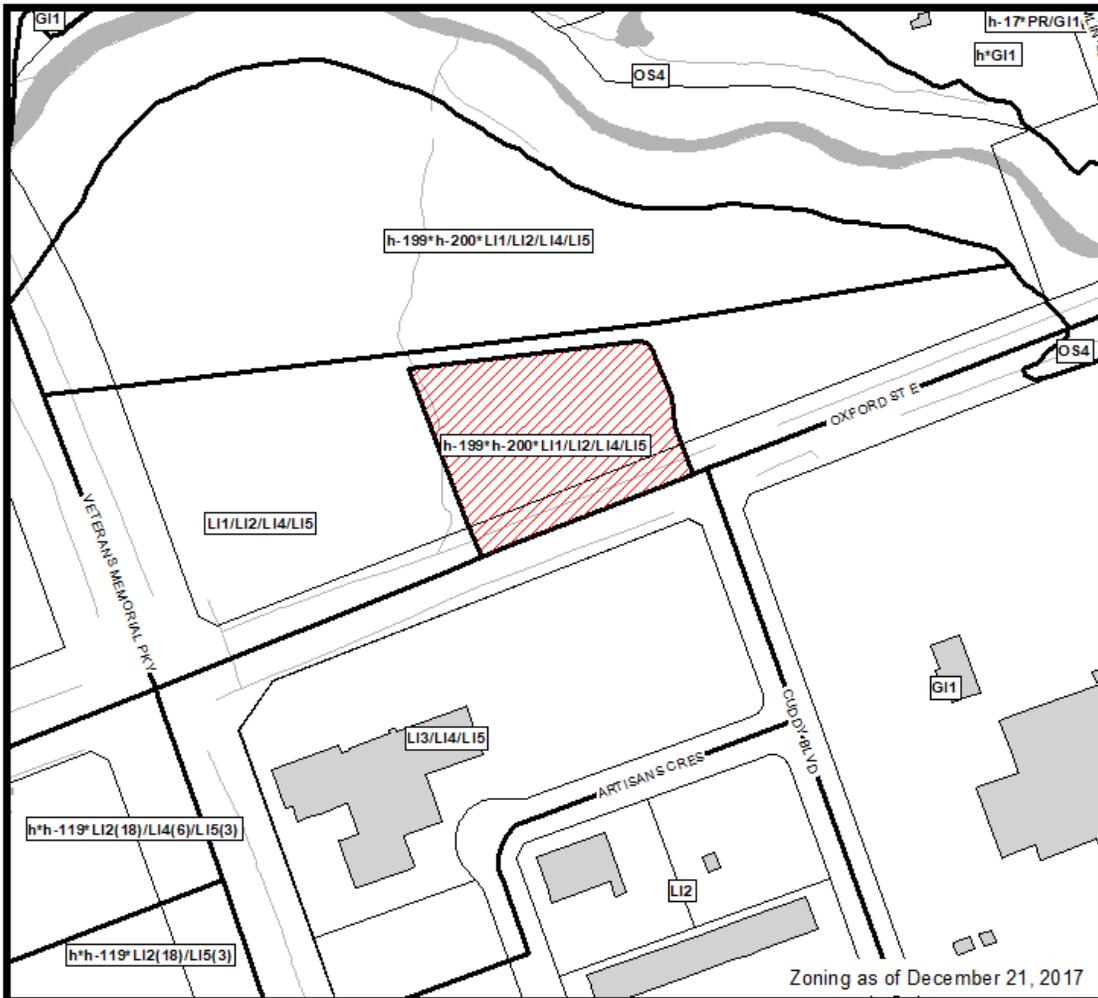
At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.

CITY OF LONDON
 Planning Services /
 Development Services
LONDON PLAN MAP 1
- PLACE TYPES -
 PREPARED BY: Planning Services



File Number: OZ-8851
Planner: MC
Technician: MB
Date: January 22, 2018

Project Location: E:\Planning\Projects\lp_officialplan\work\consolid00\excerpts_LondonPlan\EXCERPT_Map1_PlaceTypes_b&w_8x14.mxd



Zoning as of December 21, 2017

 **COUNCIL APPROVED ZONING FOR THE SUBJECT SITE: h-199°h-200°L11/L12/L14/L15**

1) **LEGEND FOR ZONING BY-LAW Z-1**

- | | |
|---|-----------------------------------|
| R1 - SINGLE DETACHED DWELLINGS | RF - REGIONAL FACILITY |
| R2 - SINGLE AND TWO UNIT DWELLINGS | CF - COMMUNITY FACILITY |
| R3 - SINGLE TO FOUR UNIT DWELLINGS | NF - NEIGHBOURHOOD FACILITY |
| R4 - STREET TOWNHOUSE | HER - HERITAGE |
| R5 - CLUSTER TOWNHOUSE | DC - DAY CARE |
| R6 - CLUSTER HOUSING ALL FORMS | |
| R7 - SENIOR'S HOUSING | OS - OPEN SPACE |
| R8 - MEDIUM DENSITY/LOW RISE APTS. | CR - COMMERCIAL RECREATION |
| R9 - MEDIUM TO HIGH DENSITY APTS. | ER - ENVIRONMENTAL REVIEW |
| R10 - HIGH DENSITY APARTMENTS | |
| R11 - LODGING HOUSE | OB - OFFICE BUSINESS PARK |
| | LI - LIGHT INDUSTRIAL |
| DA - DOWNTOWN AREA | GI - GENERAL INDUSTRIAL |
| RSA - REGIONAL SHOPPING AREA | HI - HEAVY INDUSTRIAL |
| CSA - COMMUNITY SHOPPING AREA | EX - RESOURCE EXTRACTIVE |
| NSA - NEIGHBOURHOOD SHOPPING AREA | UR - URBAN RESERVE |
| BDC - BUSINESS DISTRICT COMMERCIAL | |
| AC - ARTERIAL COMMERCIAL | AG - AGRICULTURAL |
| HS - HIGHWAY SERVICE COMMERCIAL | AGC - AGRICULTURAL COMMERCIAL |
| RSC - RESTRICTED SERVICE COMMERCIAL | RRC - RURAL SETTLEMENT COMMERCIAL |
| CC - CONVENIENCE COMMERCIAL | TGS - TEMPORARY GARDEN SUITE |
| SS - AUTOMOBILE SERVICE STATION | RT - RAIL TRANSPORTATION |
| ASA - ASSOCIATED SHOPPING AREA COMMERCIAL | |
| OR - OFFICE/RESIDENTIAL | "h" - HOLDING SYMBOL |
| OC - OFFICE CONVERSION | "D" - DENSITY SYMBOL |
| RO - RESTRICTED OFFICE | "H" - HEIGHT SYMBOL |
| OF - OFFICE | "B" - BONUS SYMBOL |
| | "T" - TEMPORARY USE SYMBOL |

CITY OF LONDON

PLANNING SERVICES / DEVELOPMENT SERVICES

**ZONING
 BY-LAW NO. Z.-1
 SCHEDULE A**



THIS MAP IS AN UNOFFICIAL EXTRACT FROM THE ZONING BY-LAW WITH ADDED NOTATIONS

FILE NO:

OZ-8851 MC

MAP PREPARED:

2018/01/22 MB

1:3,000

0 15 30 60 90 120 Meters

--	--

Z-8846
Sonia Wise

Report to Planning and Environment Committee

**To: Chair and Members
Planning & Environment Committee**

**From: John M. Fleming
Managing Director, Planning and City Planner**

**Subject: Application By: Nicholas Di Pardo
2081 Trafalgar Street**

Public Participation Meeting on: February 20, 2018

Recommendation

That, on the recommendation of the Managing Director, Planning and City Planner, with respect to the application of Nicholas Di Pardo relating to the property located at 2081 Trafalgar Street, the proposed by-law attached hereto as Appendix "A" **BE INTRODUCED** at the Municipal Council meeting on March 6, 2018 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, to change the zoning of the subject property **FROM** a Residential R1 (R1-1) Zone, **TO** a Residential R3 (R3-2) Zone and a Residential R3 Special Provision (R3-2(_)) Zone.

Executive Summary

Summary of Request

The requested amendment is to permit one triplex dwelling on each new lot, and facilitate a severance for four new lots.

Purpose and Effect of Recommended Action

The purpose and effect of the recommended action is to re-zone 2081 Trafalgar Street to permit residential single detached, semi-detached, duplex, triplex and fourplex dwellings. A special provision on the eastern portion of the site will recognize Trafalgar Street as the frontage for the whole site, rather than Cartier Road.

Rationale of Recommended Action

1. The recommended amendment is consistent with, and will serve to implement the policies of the Provincial Policy Statement, 2014 which encourage infill and intensification and the provision of a range of housing types, and efficient use of existing infrastructure;
2. The recommended amendment is consistent with the policies of the Low Density Residential designation and will implement an appropriate infill development along Trafalgar Street in accordance with the residential intensification and broader Official Plan policies;
3. The proposed residential uses and scale of development are consistent with the London Plan;
4. The subject lands are of a suitable size and shape to accommodate the development proposed, and provide for a sensitive and compatible development within the surrounding neighbourhood.

--	--

Analysis

1.0 Site at a Glance

1.1 Property Description

The subject site is located on the south side of Trafalgar Street, with Clarke Road to the west and the Veterans Memorial Parkway to the east. The subject site is a large “squarish” property with frontage on Trafalgar Street, and partial frontage on Cartier Road along the southeast (rear) portion of the site. There was previously a single detached dwelling (constructed circa 1908), and large shed (constructed circa 1910) occupying the site, which were both demolished in 2016. The property is currently vacant with mature vegetation along the south and west boundaries consisting of various trees and mature hedge.

There are three-storey, low-rise apartment buildings located directly east of the site known as Cartier Court, and numerous two-storey townhouse condominium complexes located on the north side of Trafalgar Street. The properties to the west and south of the site are comprised of single detached dwellings in mature subdivisions dating back to 1958 and 1969. There are green spaces located to the north (Nelson Park) and south (Forest View Park and Trafalgar Woods) which are within an average of 500m distance from the site. Argyle Mall provides a range of retail, commercial and shopping uses for east London and is located 1,200m² to the northwest.

1.2 Current Planning Information (see more detail in Appendix D)

- Official Plan Designation – Low Density Residential
- The London Plan Place Type – Neighbourhoods
- Existing Zoning – R1-1

1.3 Site Characteristics

- Current Land Use – Vacant
- Frontage – 60.35m
- Depth – 53.3m
- Area – 3,217m²
- Shape – Square

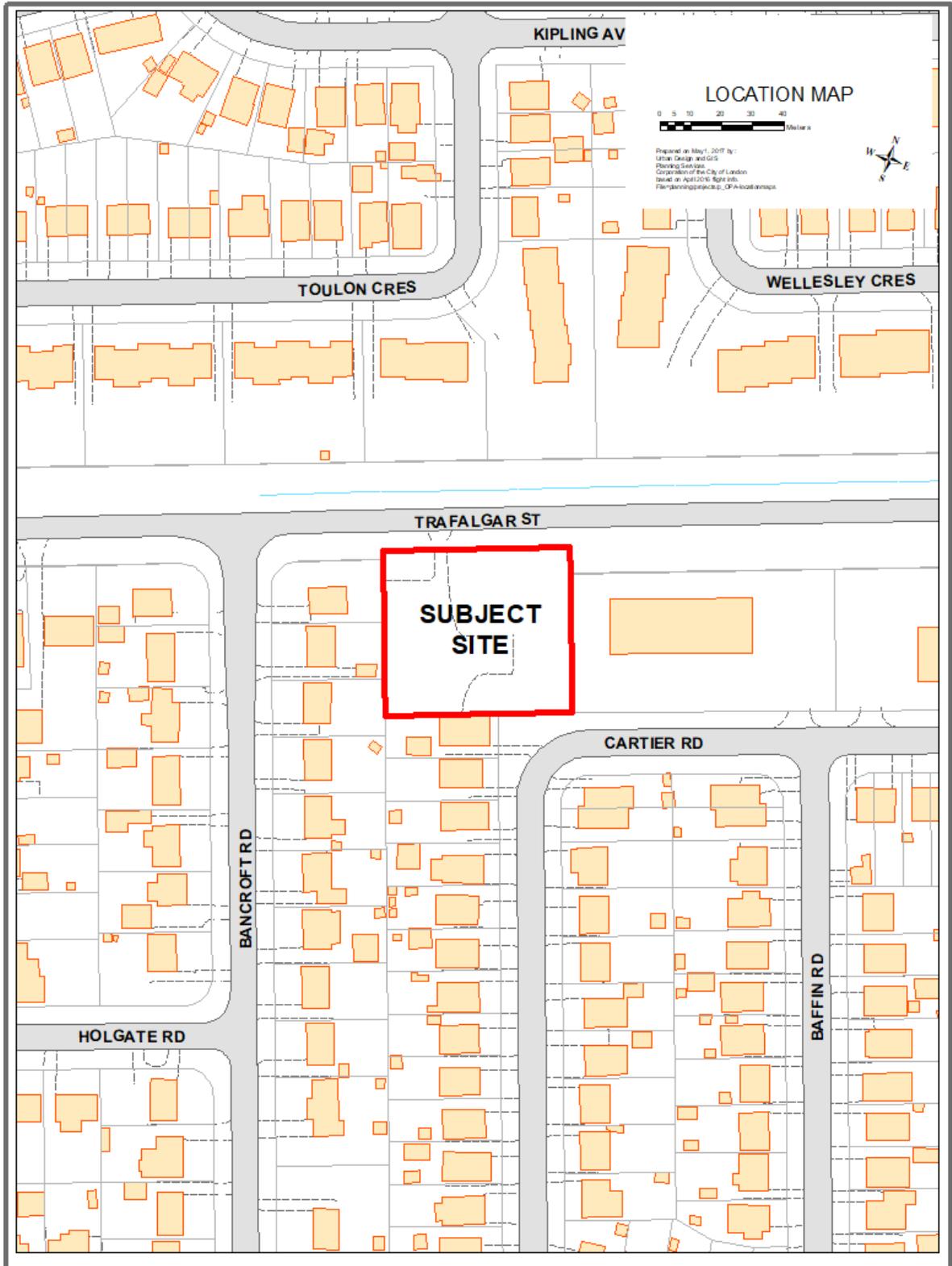
1.4 Surrounding Land Uses

- North – Multi-Family, Medium Density Residential
- East – Multi-Family, Medium Density Residential
- South – Low Density Residential
- West – Low Density Residential

--	--

Z-8846
Sonia Wise

1.2 Location Map



Two empty rectangular boxes for agenda item and page numbers.

2.0 Description of Proposal

The proposed development includes: 1) a Zoning By-law Amendment to allow for custom built duplexes/triplexes and 2) a severance application to create four lots. The intent is to construct duplex dwellings with the ability to add an additional unit by finishing the lower level to facilitate a final outcome with a triplex dwelling on each new lot. Four buildings are proposed with two mutual driveways connected to Trafalgar Street leading to parking located at the rear. Landscaped open space and outdoor amenity areas are located directly south of buildings at the rear, and further south along the rear property boundary.



Figure 1: Conceptual Rendering of Proposed Triplexes

3.0 Revelant Background

3.1 Planning History

The buildings on site were constructed circa 1908-1910 and the site was formerly used as a single detached dwelling. The dwelling and shed have since been demolished in 2016.

3.2 Requested Amendment

The requested amendment is to the Residential R3 (R3-2) Zone which permits single detached, semi-detached, duplex, triplex and fourplex dwellings.

There was an initial request to increase the parking area coverage to add an additional surplus parking space, however the request has since been removed to allow for additional landscaped and outdoor amenity space rather than hard surfacing associated with an additional parking space. A special provision will recognize Trafalgar Street as the frontage for the portions that have frontage on Cartier Road as well.

3.3 Community Engagement (see more detail in Appendix B)

There were two submissions received during the circulation period. One response was from the Argyle Community Association expressing support for the four proposed triplexes. One response was received from the neighbour abutting the site to the south along Cartier Road expressing concern regarding certain aspects of the proposed development (frontage onto Cartier Road, proximity of vehicle parking, privacy, fencing, and previous condition of property), but not with the overall development as proposed.

--	--

3.4 Policy Context (see more detail in Appendix C)

Provincial Policy Statement (PPS), 2014

The Provincial Policy Statement (PPS) 2014, provides policy direction on matters of provincial interest related to land use planning and development. Section 1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns of the PPS encourages healthy, livable and safe communities which are sustained by accommodating an appropriate range and mix of residential, employment and institutional uses to meet long-term needs. The PPS also promotes cost-effective development patterns and standards to minimize land consumption and servicing costs and encourages settlement areas to be the main focus of growth and development (1.1.3).

Official Plan

The lands are within the Low Density Residential designation in the Official Plan which are primarily developed or planned for low-rise, low density housing forms. The policies also encourage infill residential development in residential areas where existing land uses are not adversely affected and where development can efficiently utilize existing municipal services, facilities and land. Residential intensification refers to the development of a property, site or area at a higher density than that which currently exists, including through lot creation, and allows for the consideration of development up to 75 units per hectare, including an extended range of uses such as cluster housing, attached dwellings and low-rise apartment buildings (3.2.3.2).

The London Plan

The London Plan places an emphasis on growing ‘inward and upward’ which encourages growth within the existing built-up area. Residential intensification will be supported in a variety of forms including infill development of vacant and underutilized lots and through redevelopment at a higher density than currently exists on developed lands (80.4 & 6). A target minimum of 45% for all new residential development will occur within the Built-Area Boundary (81). The Built-Area Boundary is comprised as the line circumscribing all lands that were substantively built out as of 2006, and includes the subject site. Intensification will be permitted only in appropriate locations and in a way that is sensitive to existing neighbourhoods and represents a good fit (83).

The subject site is within the Neighbourhoods Place Type, and located along a Civic Boulevard (Trafalgar Street) with a portion located on a Neighbourhood Street (Cartier Road). Neighbourhoods will be vibrant, exciting places to live including such elements as: strong sense of place and character, attractive streetscapes & buildings, diversity of housing choices allowing for affordability and giving people the opportunity to remain in their neighbourhoods as they age, well-connected neighbourhoods, easy access to daily goods within walking distance, employment opportunities, and parks and pathways (916).

4.0 Key Issues and Considerations

4.1 Use

The PPS encourages healthy, livable and safe communities which are sustained by accommodating an appropriate range and mix of residential, employment and institutional uses to meet long-term needs (1.1.1 b) PPS). The proposed residential

--	--

uses are appropriate for the site and integrate positively with the surrounding established residential community. Further, the PPS encourages municipalities to provide for all forms of housing to meet projected requirements by permitting and facilitating all forms of residential intensification in locations where appropriate levels of infrastructure and public service facilities are or will be available and support the use of active transportation and transit in areas where it exists or is to be developed (1.4.3 d) PPS). The site has access to full services and will make efficient use of the property.

The lands are currently within the Low Density Residential designation, which applies to lands primarily intended for low-rise, low density housing forms including detached, semi-detached and duplex dwellings. Within previously developed areas, the development of a property at a higher density than currently exists, including lot creation and the development of vacant or underutilized lots is referred to as 'residential intensification'. A wider range of uses are contemplated for intensification projects, including cluster housing, low-rise apartment buildings, and attached dwellings such as the proposed triplexes.

The range of uses within the Neighbourhoods Place Type in the London Plan is related to the classification of street the property fronts, which allows a broader range of uses and intensities along major roads (919. 2&3). The intent is to balance neighbourhood stability and predictability with the goals of creating neighbourhoods that allow for different housing types, an appropriate mix of uses, affordability, aging in place, vibrancy and interesting communities (919. 6). The subject site is located on a Civic Boulevard which permits a range of residential dwellings including duplex, triplex, fourplex and low-rise apartments with a maximum of 4 storeys. Along a Civic Boulevard within the Neighbourhoods place type, more intensive forms of development are contemplated, including the triplexes proposed.

In the surrounding area, there are low-rise apartment buildings to the east and single detached dwellings located to the west and south of the site. A Neighbourhood Character Statement and Compatibility Report supported that the proposed triplex dwellings will serve as an appropriate transitional and complementary use from the low to medium scale residential uses abutting the site.

4.2 Intensity

The PPS directs land use within settlement areas to be based on densities which efficiently use land and resources, and are appropriate for and efficiently use the infrastructure and public service facilities which are planned or available (1.1.3.2). The proposal appropriately re-purposes the existing site and efficiently utilizes the existing public service facilities, and supports public and active transportation options. The proposed residential dwellings have full access to municipal services including water, sanitary and stormwater infrastructure, as well as supporting public service facilities.

The Low Density Residential designation normally permits a density up to 30 units per hectare (uph). Residential intensification projects can be contemplated up to 75uph provided the proposal meets the relevant criteria (3.2.3.2). The proposal is for the eventual development of four triplex dwellings on each of the new four lots for a total of 12 dwelling units, which equates to a density of approximately 37uph. The requested zone also permits fourplex dwellings, which could equate to a total of 16 dwelling units or 50uph. Though fourplexes are not specifically proposed through this application, if they were to be constructed, the scale of development and intensity would be compatible and appropriate for the site.

--	--

Z-8846
Sonia Wise

The site is located along a major road, and within the Built Area Boundary, but is not located within the Primary Transit Area, which has a comprehensive network of the public transit routes and frequent services that can support greater intensities. The triplexes proposed represent appropriate infilling of the site without resulting in an overuse or over-intensification of the property, and are consistent with the range of intensity contemplated in the London Plan.

4.3 Form

The PPS encourages intensification and redevelopment where it can be accommodated, taking into account the existing building stock and the suitability of existing or planned infrastructure (1.1.3 PPS). The proposal will develop a vacant, under-utilized site in a compatible form to the existing surrounding neighbourhood.



Figure 2: Conceptual rendering of two of the four proposed triplexes

Within the Low Density Residential designation, infill housing may be in the form of a range of single detached dwellings to low-rise apartment forms, as well as attached dwellings such as the duplexes/triplexes proposed (3.2.3.2). Each of the four buildings is proposed to be three storeys in height or 8m. The triplexes are proposed to be located with a consistent setback as the buildings to the east and slightly further back than the side-lotted dwelling to the west, which contributes to a consistent streetscape along Trafalgar Street. The triplexes are oriented towards Trafalgar Street which enhances and activates the pedestrian environment.

The perimeter of the site is landscaped with a mature hedge along the south and east boundary which is proposed to be retained for screening, buffering and the provision of privacy to adjoining properties. The board on board fencing along the west property boundary is similarly intended to be maintained for privacy and separation between properties.

The properties to the west are rear-lotted to the site which provides an existing separation distance and buffer from the proposed development. The property directly south has its interior side yard abutting the subject lands which is the closest building to the site. The parking on the subject site initially extended close to the southern boundary and included two surplus parking spaces that were above the minimum requirements in the by-law. The parking on site has been reduced from 5 spaces to 4, which has resulted in more usable and functional landscaped open space, as well as providing an increased buffer from vehicle parking and movements to the south boundary.

--	--

Z-8846
Sonia Wise

The Site Plan Approval process will ensure that appropriate fencing, lighting and landscaping is used to help mitigate any potential impacts and maintain the privacy of abutting outdoor amenity areas. At the time of Site Plan Approval, a landscape plan will be required to identify new plantings and vegetation.

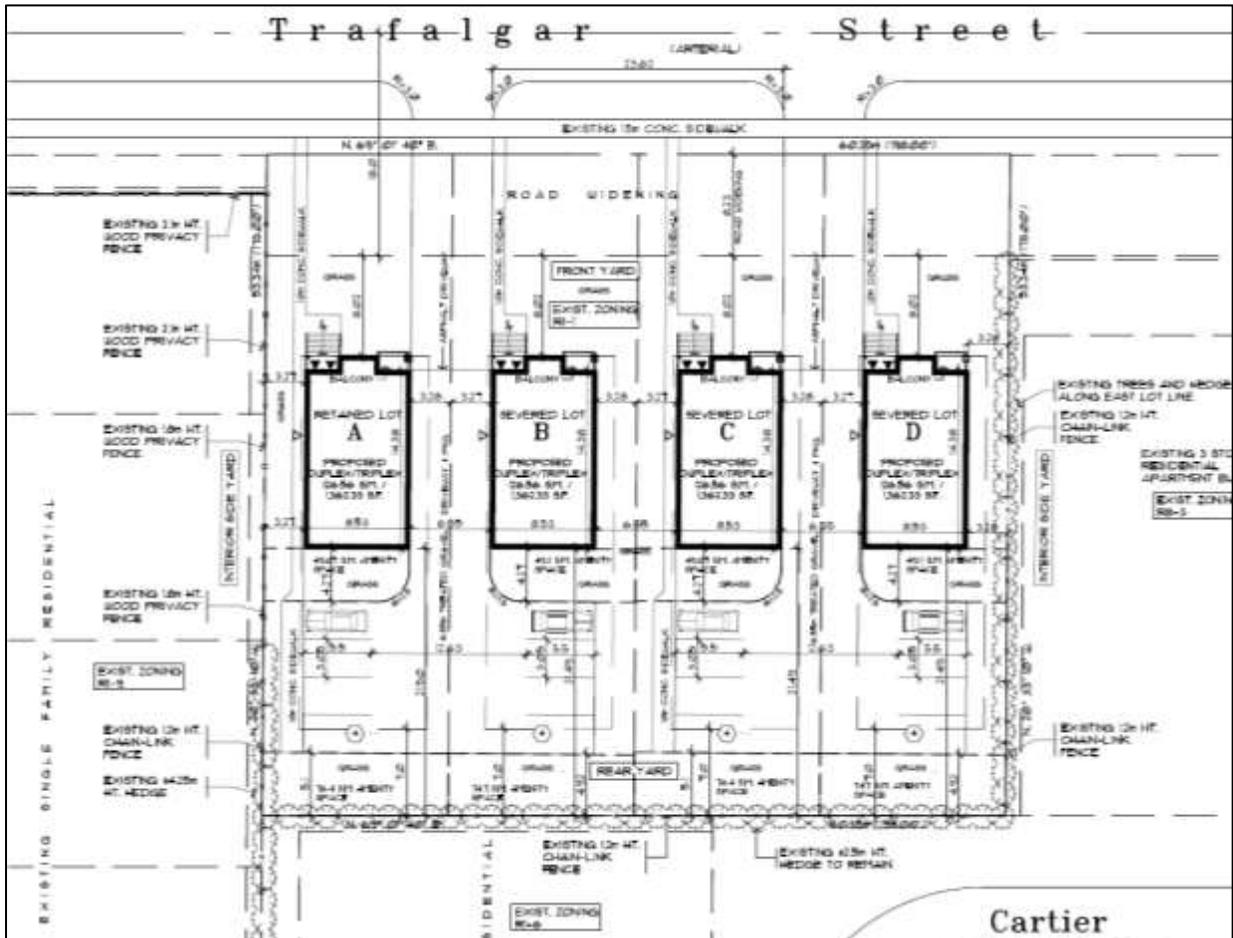


Figure 3: Conceptual Site Plan

4.4 Transportation and Movement

The site has direct access to Trafalgar Street with a portion of the southeast (rear) of the property having frontage on Cartier Road as well. The preferred location for vehicle access for the site was from Cartier Road to minimize the accesses onto Trafalgar Street and maintain the integrity of the higher order road; however, only a portion of the site has frontage onto Cartier Road which would not have provided access to all proposed severed lots. There are two shared driveways proposed from Trafalgar Street to facilitate manoeuvrability on site and ensure there is no disruption to traffic flow, which is an acceptable alternative arrangement. The driveways lead to four parking spaces at the rear of each severed parcel which are screened by the buildings along Trafalgar Street.

There are existing transit services which serve the area including one bus route (2A) which provides direct access along Trafalgar Street to the northwest of the City, serving the Downtown and the Natural Science Museum. An additional route (35) is located 600m to the east providing service north to Argyle Mall, and two routes (17 & 22) are located to the west, providing service to Byron, and additional service to the Downtown and Argyle Mall respectively. The site also has convenient access to the Veteran's Memorial Parkway and the regional connections provided by the 400 series highways.

--	--

**Z-8846
Sonia Wise**

4.5 Zoning

Residential R3 (R3-2) Zone

The request is to re-zone the site to a Residential R3 (R3-2) Zone which permits single detached, semi-detached, duplex, triplex and fourplex dwellings. The initial design of the site provided surplus parking above the minimum requirements and required a special provision to increase the parking area coverage from 35% maximum to 37.5%. A parking space has since been removed which no longer requires the exemption from the regulation.

The Z.-1 Zoning By-law identifies the front lot line to be the lot line that abuts the street, but in the case of a through-lot, the shorter lot line that abuts a street shall be deemed to be the front lot line and the longer lot line that abuts a street shall be deemed to be the side or rear lot line. One of the proposed severed lots will have a partial (shorter) frontage on to Cartier Road which will become the front lot line. A special provision is recommended to interpret Trafalgar Street as the frontage for the eastern two lots to facilitate the severance and provide flexibility if there is any adjustment to the lot fabric through the consent application.

5.0 Conclusion

The recommended amendment is consistent with the Provincial Policy Statement, 2014, the Official Plan, and is in keeping with the London Plan. The proposed infill development will improve and complete the residential character along Trafalgar Street and will facilitate the development of an underutilized site. The triplex dwellings represent a sensitive and compatible development that is a good fit within the surrounding context, and make efficient use of the existing municipal services and infrastructure.

Prepared by:	Sonia Wise Current Planning
Submitted by:	Michael Tomazincic, MCIP, RPP Manager, Current Planning
Recommended by:	John M. Fleming, MCIP, RPP Managing Director, Planning and City Planner

February 8, 2018

/sw

\\FILE2\users-z\pdpl\Shared\implemen\DEVELOPMENT APPS\2017 Applications 8723 to\8846Z - 2081 Trafalgar St (SW)\PEC Report\PEC-Report-Template-AODA.docx

--	--

Z-8846
Sonia Wise

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2081 Trafalgar Street.

WHEREAS Nicholas Di Pardo has applied to rezone an area of land located at 2081 Trafalgar Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2081 Trafalgar Street, as shown on the attached map comprising part of Key Map No. A109, from a Residential R1 (R1-1) Zone to a Residential R3 (R3-2) Zone and a Residential R3 Special Provision (R3-2(_)) Zone.
- 2) Section Number 7.4 of the Residential R3 (R3-2) Zone is amended by adding the following Special Provision:
 - R3-2()
 - a) Regulations
 - i) For the purpose of this by-law the front lot line shall be deemed to be Trafalgar Street.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading - March 6, 2018
Second Reading - March 6, 2018
Third Reading - March 6, 2018

--	--

Z-8846
Sonia Wise

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of December 21, 2017

File Number: Z-8846
 Planner: SW
 Date Prepared: 2018/01/04
 Technician: MB
 By-Law No: Z.-1-

SUBJECT SITE

1:2,000

0 10 20 40 60 80 Meters

GeoCadastral

--	--

Appendix B – Public Engagement

Community Engagement

Public liaison: On November 15, 2017, Notice of Application was sent to 64 property owners in the surrounding area. Notice of Application was also published in the *Public Notices and Bidding Opportunities* section of *The Londoner* on November 16, 2017. A “Possible Land Use Change” sign was also posted on the site. 2 replies were received.

Nature of Liaison: Possible Change Zoning By-law Z.-1 from a Residential R1 (R1-1) Zone which permits single detached dwellings to a Residential R3 Special Provision (R3-2(_)) Zone to which permits single detached, semi-detached, duplex, triplex and fourplex dwellings, with a special provision to allow for an increased parking area coverage.

Responses: A summary of the various comments received include the following:

One response expressed support for the proposal.

One response expressed concerns regarding: 1) the frontage on Cartier Road and potential traffic associated with using this as an access, 2) confusion with Trafalgar Street address instead of Cartier Road, 3) vehicle noise, 4) vehicle emissions, 5) privacy impacts, 6) desire a more solid fence, 7) encourage a site visit, 8) the plans seem reasonable, 9) object to access on Cartier Road

Responses to Public Liaison Letter and Publication in “The Londoner”

Telephone	Written
	Argyle Community Association
Sandra Martin, 53 Cartier Road London ON N5V 1G4	Mark and Sandra Martin, 53 Cartier Road London ON N5V 1G4

--	--

**Z-8846
Sonia Wise**



Planner: Sonia Wise
File Z-8846

November 21, 2017

Dear Planning Committee Members,

On behalf of the Argyle Community Association, I am writing to express our support for the rezoning of 2081 Trafalgar St. to facilitate the severance that will enable the construction of 4 triplex dwellings in our neighbourhood.

Upon receipt of this notice, it was circulated among our board and committee members and all comments were favourable.

The property in question has been vacant for a significant period of time and has at various times been a source of property standards concerns from members of the community.

The redevelopment of this property in the manner proposed represents a desirable use of the lands, providing more residential density along a major corridor in the east end of the city. Based on the size and location of these residential units, we feel this would add much needed modern-style affordable housing opportunities in our neighbourhood.

We also feel that the onsite parking is adequate, noting that transit service is available on Trafalgar St. In our view, this project will have a positive impact on our community. We encourage the planning department and council members to approve this application.

Sincerely,

Shawn Lewis
Chairperson
Argyle Community Association

P: [REDACTED]
E: [REDACTED]

--	--

**Z-8846
Sonia Wise**

December 5, 2017

The City of London, Planning Services

P.O. Box 5035

London, On N6A 4L9

Attention: Sonia Wise

Re: 2081 Trafalgar Street, Z-8846

We are the home owners that occupy the lot directly behind the Trafalgar Street lot. Our lot runs the entire length of the rear of said lot. We are at 53 Cartier Road and have been here for approximately 34 years.

I am concerned about the so-called frontage on Cartier Road. This issue has come up before quite some years back and, given the results from back then, am really surprised it has come up again. When this neighbourhood was constructed in the late 60's/early 70's, it was for families to grow up in a safe area and the young children play outside. Unlike some of the newer subdivisions, the children here still play outside with their hockey nets on the street. Opening up from the rear of the Trafalgar Street lot would mean a lot more traffic within the neighbourhood not to mention the shortcut it would create for those people wanting to shave a couple of minutes off their drive.

I cannot imagine why this would even come up unless you think about 50 cars would want to enter Trafalgar Street at the same time (someone needs to be reminded this is residential). How reasonable would it be to have a Trafalgar Street address only to confuse emergency vehicles because access is only through the rear of Cartier Road?

When this property was not in the prettiest condition, we did not lodge even 1 complaint. As far as we were concerned the junk was quiet, didn't smell or look into our windows. Instead, the powers that be, listened to complaints from people who didn't live nearby at all. With the new buildings going up, we will now have car noise close to us, the fumes coming from them into our home and people looking into our place from their windows. I do believe a more solid fence would be beneficial to at least reduce some of the noise and provide some privacy and maybe within a few years something could be done.

[Empty boxes for Agenda Item # and Page #]

Z-8846
Sonia Wise

I do believe a site inspection would prove to be beneficial instead of looking at aerial maps. As to the plans the new owner has for the lot, it seems reasonable and to have been well thought out.

Our main concern is this notion the Planning Dept. has for opening up the rear of the Trafalgar Street lot onto Cartier Road. Just because it can be done doesn't mean it is the right thing to do.

We are anxiously waiting to see how this all turns out at the public meeting.

Sincerely,

Mark and Sandra Martin *Mary Martin*

Mark and Sandra Martin
53 Cartier Road
London N5V 1G4
[Redacted]
cc Councillor Bill Armstrong ✓

Agency/Departmental Comments

November 28, 2017: Transportation

Please find below Transportations comments regarding the zoning application for 2081 Trafalgar Street, Z-8846.

- Road widening dedication of 18.0m from centre line required on Trafalgar Street
- Two mutual driveways will be permitted to Trafalgar street, detailed comments regarding their design and location will be made during the site plan process

December 11, 2017: Development Services - Engineering

- Easement and maintenance use agreements for shared access.
- Each lot must be serviced individually with water, sanitary and storm.
- No private access shall be located within 1.5m of a sidewalk which runs parallel to the lateral edge of the private access.
- Proposed access shall be located a minimum 1.5m away from hydro poles/street lights.

Stormwater

The following will need to be considered at the time of the future development application:

- The subject lands are located in the Pottersburg Creek Subwatershed. The Owner shall provide a Storm/Drainage Servicing Report demonstrating compliance with the SWM criteria and environmental targets identified in the Pottersburg Creek and Crumlin Drain Subwatershed Study that may include but not be limited to, quantity/quality control, erosion, water balance, stream morphology, etc.
- As per the attached as-constructed sheet 4572S1, the site is tributary to the existing municipal 375mm storm sewer on Cartier Road at a C=0.42. Changes in the C value required to accommodate the proposed development will trigger the

--	--

**Z-8846
Sonia Wise**

need for hydraulic calculations (storm sewer capacity analysis) to demonstrate adequacy of the existing 375mm storm sewer on Cartier Road to service the site and that on-site SWM controls will be designed to the satisfaction of the City Engineer. On-site SWM controls design should include, but not be limited to required storage volume calculations, flow restrictor sizing, etc.

Sanitary

The following will need to be considered at the time of the future development application:

- No connections are permitted to the forcemain.
- Demonstrate adequate separation distances, vertical clearance and adequate depth of cover if proposing basements.
- There is an existing 600mm diameter municipal sanitary gravity sewer on Trafalgar Street that extends partially across the frontage site with flows going to the west. There is also a municipal sanitary forcemain on Trafalgar St from the east connected to the manhole and the 600mm sanitary sewer. No connections are permitted to the FM.
- In light of the owner contemplating possible future severances and individual triplex and duplex units, each of the units will require individual services per City Standard. (drawing SW-7.0) to a municipal sewer.
- The owners Engineer is to demonstrate adequate separation distances, vertical clearance and adequate depth of cover if proposing basements.

December 7, 2017: Parks Planning

Parkland dedication has not been provided for these lands. While not a requirement of this application, it is to be noted that at the time of building permit or as a condition of site plan approval, the applicant will be required to provide parkland dedication in the form of cash-in-lieu pursuant to the regulations of By-law CP-9. The applicant may also be required to undertake a tree preservation study.

December 4, 2017: UTRCA – email excerpt

No objection

November 21, 2017: London Hydro

London Hydro has no objection to this proposal or possible official plan and/or zoning amendment. However, London Hydro will require a blanket easement.

--	--

Appendix C – Policy Context

The following policy and regulatory documents were considered in their entirety as part of the evaluation of this requested land use change. The most relevant policies, by-laws, and legislation are identified as follows:

Provincial Policy Statement (PPS) 2014

S1.1 – managing and directing land use to achieve efficient and resilient development and land use patterns

1.1.1 – Healthy, liveable and safe communities

1.1.1 b) – appropriate range and mix of uses

1.1.3 – Cost-effective development patterns

1.1.3.2 a) 1. – Land use within settlement areas

Official Plan

3.2 – Low Density Residential Designation

London Plan

80-83 – Built-Area Boundary

Table 10 – Range of permitted uses in Neighbourhood Place Type

916-921 – permitted uses

Z.-1 Zoning By-law

Section 4 – General provisions

Section 7 – Residential R3 (R3) zone

--	--

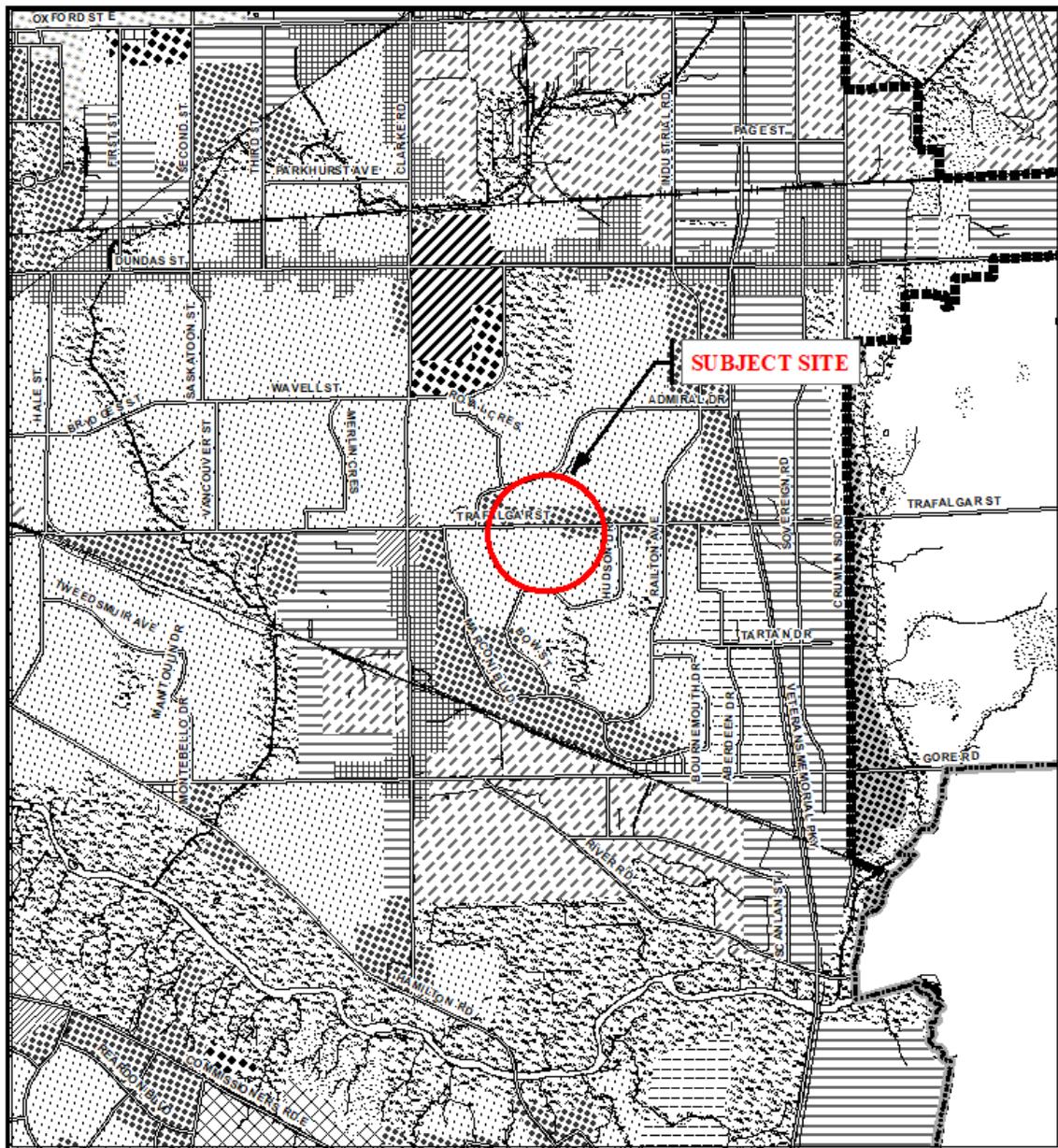
Z-8846
Sonia Wise

Appendix D – Additional Maps



--	--

Z-8846
Sonia Wise

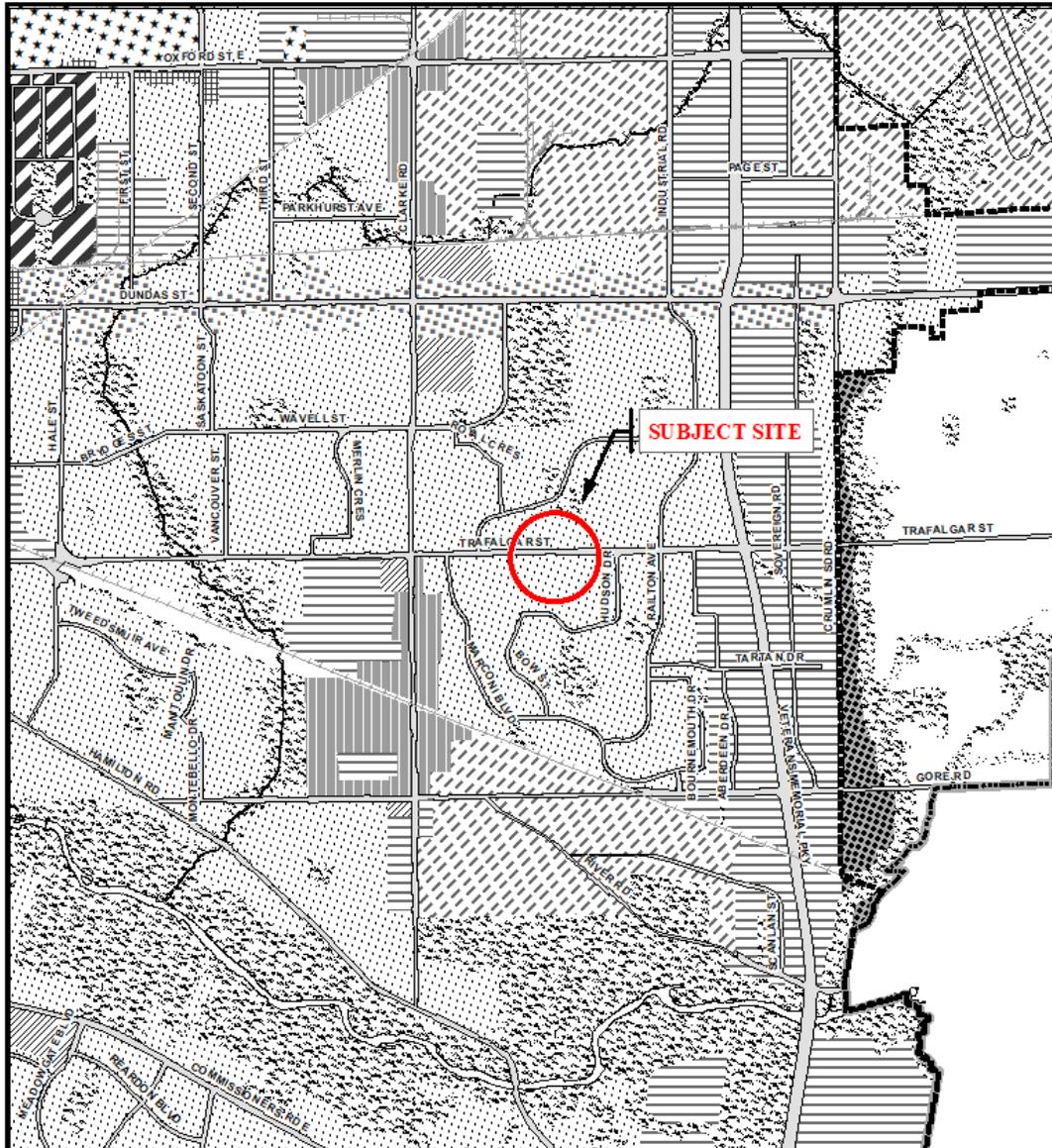


<p>Legend</p> <table border="0"> <tr> <td> Downtown</td> <td> Multi-Family, Medium Density Residential</td> <td> Office Business Park</td> </tr> <tr> <td> Wonderland Road Community Enterprise Corridor</td> <td> Low Density Residential</td> <td> General Industrial</td> </tr> <tr> <td> Enclosed Regional Commercial Node</td> <td> Office Area</td> <td> Light Industrial</td> </tr> <tr> <td> New Format Regional Commercial Node</td> <td> Office/Residential</td> <td> Commercial Industrial</td> </tr> <tr> <td> Community Commercial Node</td> <td> Regional Facility</td> <td> Transitional Industrial</td> </tr> <tr> <td> Neighbourhood Commercial Node</td> <td> Community Facility</td> <td> Rural Settlement</td> </tr> <tr> <td> Main Street Commercial Corridor</td> <td> Open Space</td> <td> Environmental Review</td> </tr> <tr> <td> Auto-Oriented Commercial Corridor</td> <td> Urban Reserve - Community Growth</td> <td> Agriculture</td> </tr> <tr> <td> Multi-Family, High Density Residential</td> <td> Urban Reserve - Industrial Growth</td> <td> Urban Growth Boundary</td> </tr> </table>			Downtown	Multi-Family, Medium Density Residential	Office Business Park	Wonderland Road Community Enterprise Corridor	Low Density Residential	General Industrial	Enclosed Regional Commercial Node	Office Area	Light Industrial	New Format Regional Commercial Node	Office/Residential	Commercial Industrial	Community Commercial Node	Regional Facility	Transitional Industrial	Neighbourhood Commercial Node	Community Facility	Rural Settlement	Main Street Commercial Corridor	Open Space	Environmental Review	Auto-Oriented Commercial Corridor	Urban Reserve - Community Growth	Agriculture	Multi-Family, High Density Residential	Urban Reserve - Industrial Growth	Urban Growth Boundary
Downtown	Multi-Family, Medium Density Residential	Office Business Park																											
Wonderland Road Community Enterprise Corridor	Low Density Residential	General Industrial																											
Enclosed Regional Commercial Node	Office Area	Light Industrial																											
New Format Regional Commercial Node	Office/Residential	Commercial Industrial																											
Community Commercial Node	Regional Facility	Transitional Industrial																											
Neighbourhood Commercial Node	Community Facility	Rural Settlement																											
Main Street Commercial Corridor	Open Space	Environmental Review																											
Auto-Oriented Commercial Corridor	Urban Reserve - Community Growth	Agriculture																											
Multi-Family, High Density Residential	Urban Reserve - Industrial Growth	Urban Growth Boundary																											
<p>CITY OF LONDON Planning Services / Development Services OFFICIAL PLAN SCHEDULE A - LANDUSE -</p> <p><small>PREPARED BY: Graphics and Information Services</small></p>	<p style="text-align: center;"> Scale 1:30,000 Meters </p>	<p>FILE NUMBER: Z-8846 PLANNER: SW TECHNICIAN: MB DATE: 2018/01/04</p>																											

PROJECT LOCATION: e:\planning\projects\p_officialplan\work\coo\ns\00\excerpts\mxd_templates\scheduleA_b&w_sx14_with_SWAP.mxd

--	--

Z-8846
Sonia Wise



Legend

Downtown	Future Community Growth	Environmental Review
Transit Village	Heavy Industrial	Farmland
Shopping Area	Light Industrial	Rural Neighbourhood
Rapid Transit Corridor	Future Industrial Growth	Waste Management Resource Recovery Area
Urban Corridor	Commercial Industrial	Urban Growth Boundary
Main Street	Institutional	
Neighbourhood	Green Space	

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

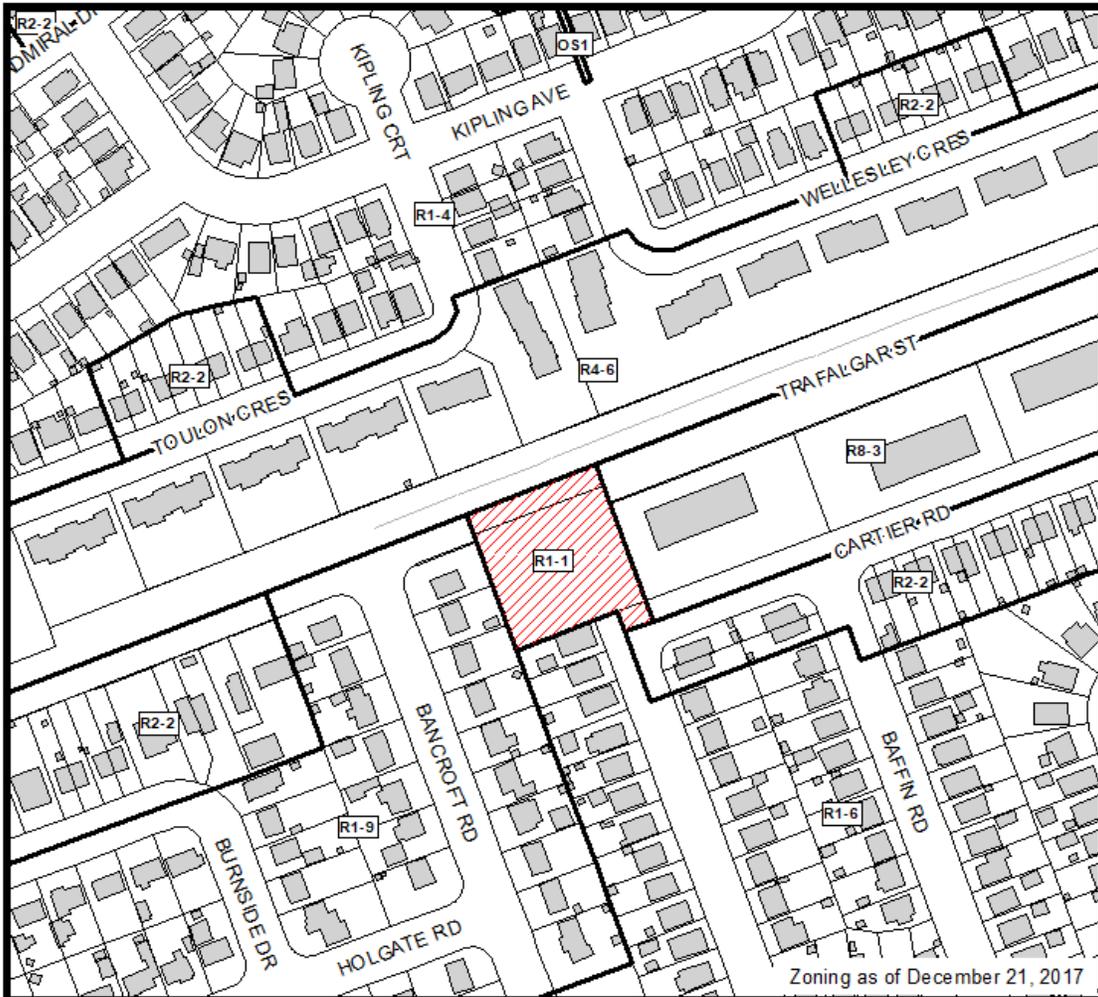
At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.

<p>CITY OF LONDON Planning Services / Development Services</p> <p>LONDON PLAN MAP 1 - PLACE TYPES -</p> <p>PREPARED BY: Planning Services</p>	<p>Scale 1:30,000</p> <p>0 100 200 300 400 500 600 700 800 900 1,000</p> <p>Meters</p>	<p>File Number: Z-8846</p> <p>Planner: SW</p> <p>Technician: MB</p> <p>Date: January 4, 2018</p>
---	--	--

Project Location: E:\Planning\Projects\p_officialplan\work\consolid00\excerpts_LondonPlan\EXCERPT_Map1_PlaceTypes_b&w_8x14.mxd

--	--

Z-8846
Sonia Wise



COUNCIL APPROVED ZONING FOR THE SUBJECT SITE: R1-1

1) **LEGEND FOR ZONING BY-LAW Z-1**

- | | |
|--|---|
| <ul style="list-style-type: none"> R1 - SINGLE DETACHED DWELLINGS R2 - SINGLE AND TWO UNIT DWELLINGS R3 - SINGLE TO FOUR UNIT DWELLINGS R4 - STREET TOWNHOUSE R5 - CLUSTER TOWNHOUSE R6 - CLUSTER HOUSING ALL FORMS R7 - SENIOR'S HOUSING R8 - MEDIUM DENSITY/LOW RISE APTS. R9 - MEDIUM TO HIGH DENSITY APTS. R10 - HIGH DENSITY APARTMENTS R11 - LODGING HOUSE
 DA - DOWNTOWN AREA RSA - REGIONAL SHOPPING AREA CSA - COMMUNITY SHOPPING AREA NSA - NEIGHBOURHOOD SHOPPING AREA BDC - BUSINESS DISTRICT COMMERCIAL AC - ARTERIAL COMMERCIAL HS - HIGHWAY SERVICE COMMERCIAL RSC - RESTRICTED SERVICE COMMERCIAL CC - CONVENIENCE COMMERCIAL SS - AUTOMOBILE SERVICE STATION ASA - ASSOCIATED SHOPPING AREA COMMERCIAL
 OR - OFFICE RESIDENTIAL OC - OFFICE CONVERSION RO - RESTRICTED OFFICE OF - OFFICE | <ul style="list-style-type: none"> RF - REGIONAL FACILITY CF - COMMUNITY FACILITY NF - NEIGHBOURHOOD FACILITY HER - HERITAGE DC - DAY CARE
 OS - OPEN SPACE CR - COMMERCIAL RECREATION ER - ENVIRONMENTAL REVIEW
 OB - OFFICE BUSINESS PARK LI - LIGHT INDUSTRIAL GI - GENERAL INDUSTRIAL HI - HEAVY INDUSTRIAL EX - RESOURCE EXTRACTIVE UR - URBAN RESERVE
 AG - AGRICULTURAL AGC - AGRICULTURAL COMMERCIAL RRC - RURAL SETTLEMENT COMMERCIAL TGS - TEMPORARY GARDEN SUITE RT - RAIL TRANSPORTATION
 "h" - HOLDING SYMBOL "D" - DENSITY SYMBOL "H" - HEIGHT SYMBOL "B" - BONUS SYMBOL "T" - TEMPORARY USE SYMBOL |
|--|---|

CITY OF LONDON

PLANNING SERVICES / DEVELOPMENT SERVICES

**ZONING
BY-LAW NO. Z.-1
SCHEDULE A**



THIS MAP IS AN UNOFFICIAL EXTRACT FROM THE ZONING BY-LAW WITH ADDED NOTATIONS

FILE NO:

Z-8846

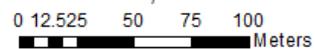
SW

MAP PREPARED:

2018/01/04

MB

1:2,500



Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P.ENG
Managing Director, Development & Compliance Services and
Chief Building Official

Subject: Application By: Kenmore Homes (London) Ltd.
255 South Carriage Road

For: Zoning By-law Amendment (Z-8850)

Meeting on: February 20, 2018

Recommendation

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of Kenmore Homes relating to the property located at 255 South Carriage the proposed by-law attached hereto as Appendix "A" **BE INTRODUCED** at the Municipal Council meeting on March 6, 2018 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan to change the zoning of the subject property **FROM** a Residential R4 (R4-4) Zone, **TO** a Residential R4 Special Provision (R4-4 (_)) Zone.

Executive Summary

Purpose and the Effect of Recommended Action

The purpose and effect of this application is to permit street townhouse development with 45% lot coverage.

Rationale of Recommended Action

The proposed zoning amendment to allow for the subject lands to be developed for street townhouse uses with 45% coverage is appropriate as:

1. The proposed development is consistent with the Provincial Policy Statement;
2. The proposed Zoning By-law Amendment provides for a form of residential development that is consistent with the Hyde Park Community Plan;
3. The proposed Zoning By-law Amendment provides for a form of residential development that is consistent with the Multi Family Medium Density Residential policies of the Official Plan;
4. The proposed Zoning By-law Amendment provides for a form of residential development that is consistent with the Neighbourhood Place Type and Neighbourhood Collector Street Classification policies of the London Plan; and
5. The proposed development is compatible with the surrounding residential development.

Analysis

1.0 Site at a Glance

1.1 Property Description

The property is located on the south side of South Carriage Road and East of Hyde Park Road. The lands are currently vacant and have been draft approved for subdivision approval (39T-08502).

1.2 Current Planning Information (see more detail in Appendix D)

- Official Plan Designation – Multi Family Medium Density Residential
- The London Plan Place Type – Neighbourhood
- Existing Zoning – Residential R4 (R4-4) Zone

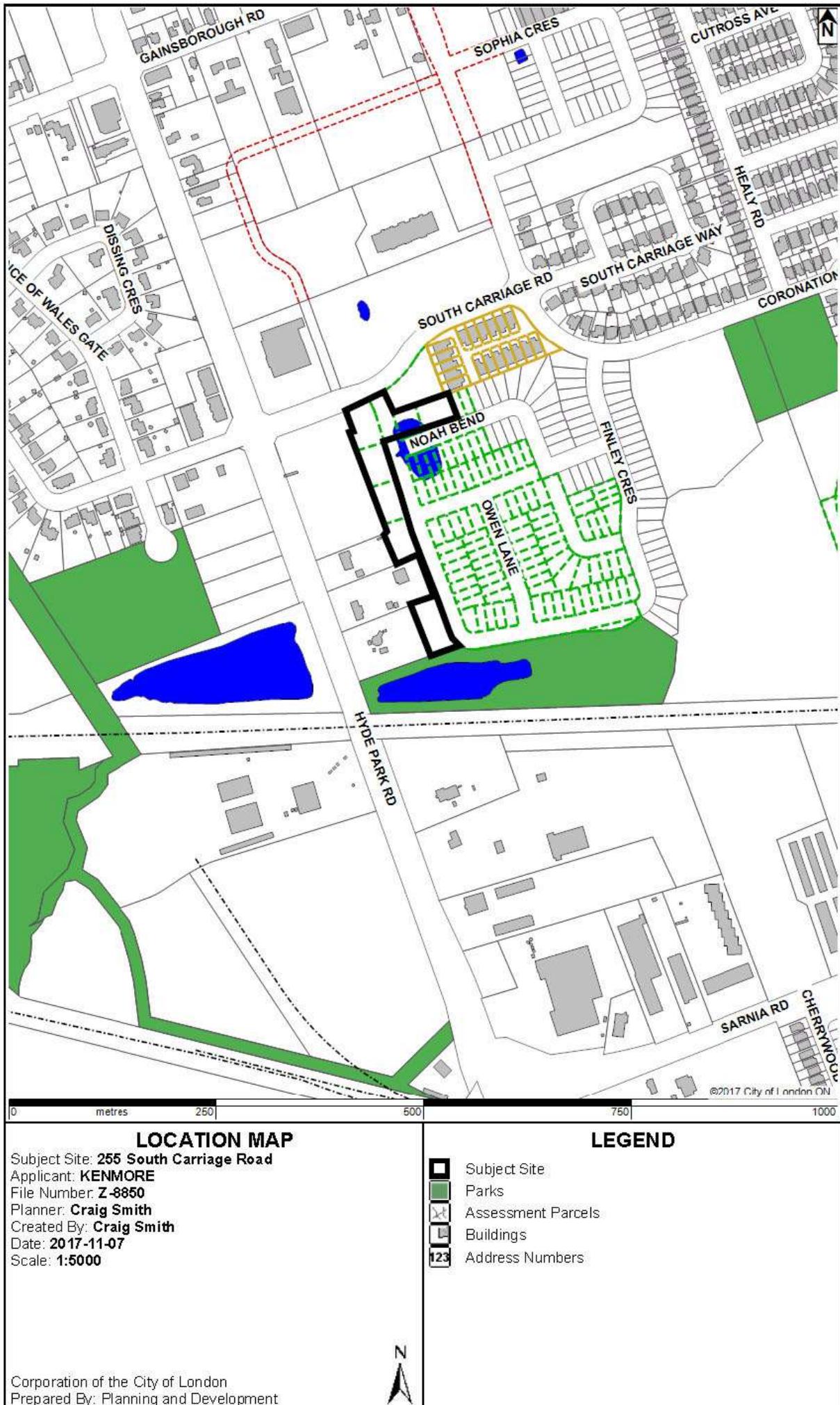
1.3 Site Characteristics

- Current Land Use – Vacant Residential
- Frontage – Varied
- Depth – Varied
- Area – approx. 2.1ha
- Shape – irregular

1.4 Surrounding Land Uses

- North – High Density Residential (Apartment uses)
- East – Single detached dwellings
- South – Storm water management pond and CPR main rail line
- West – Commercial

1.5 Location Map

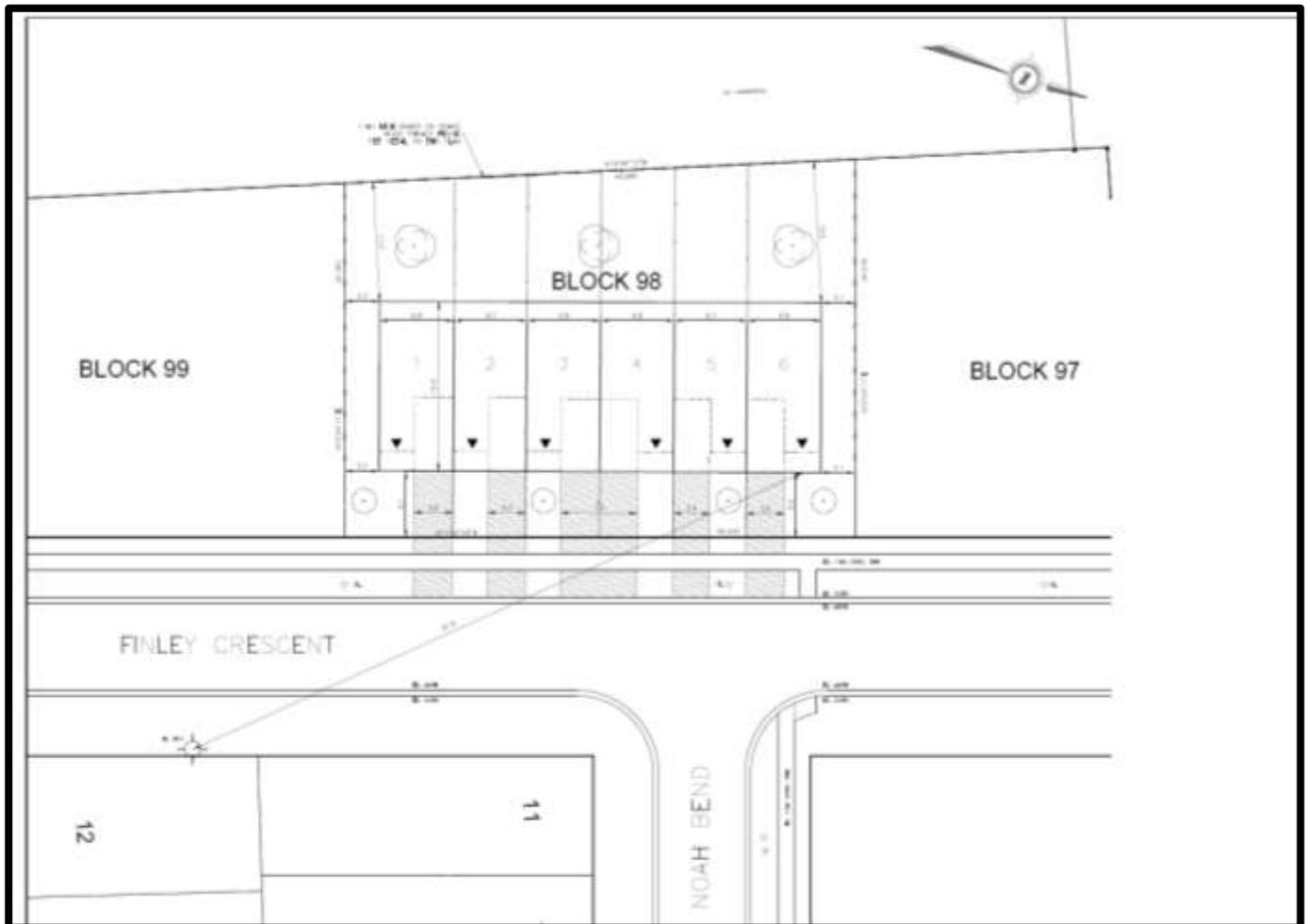


2.0 Description of Proposal

2.1 Development Proposal

To permit 41 street townhouses to be developed on 6 multifamily residential blocks with a maximum lot coverage of 45% where 35% is currently permitted. See below proposed site plan example.

Site Plan Showing 45% Maximum Lot Coverage Townhouse (Typical)



3.0 Revelant Background

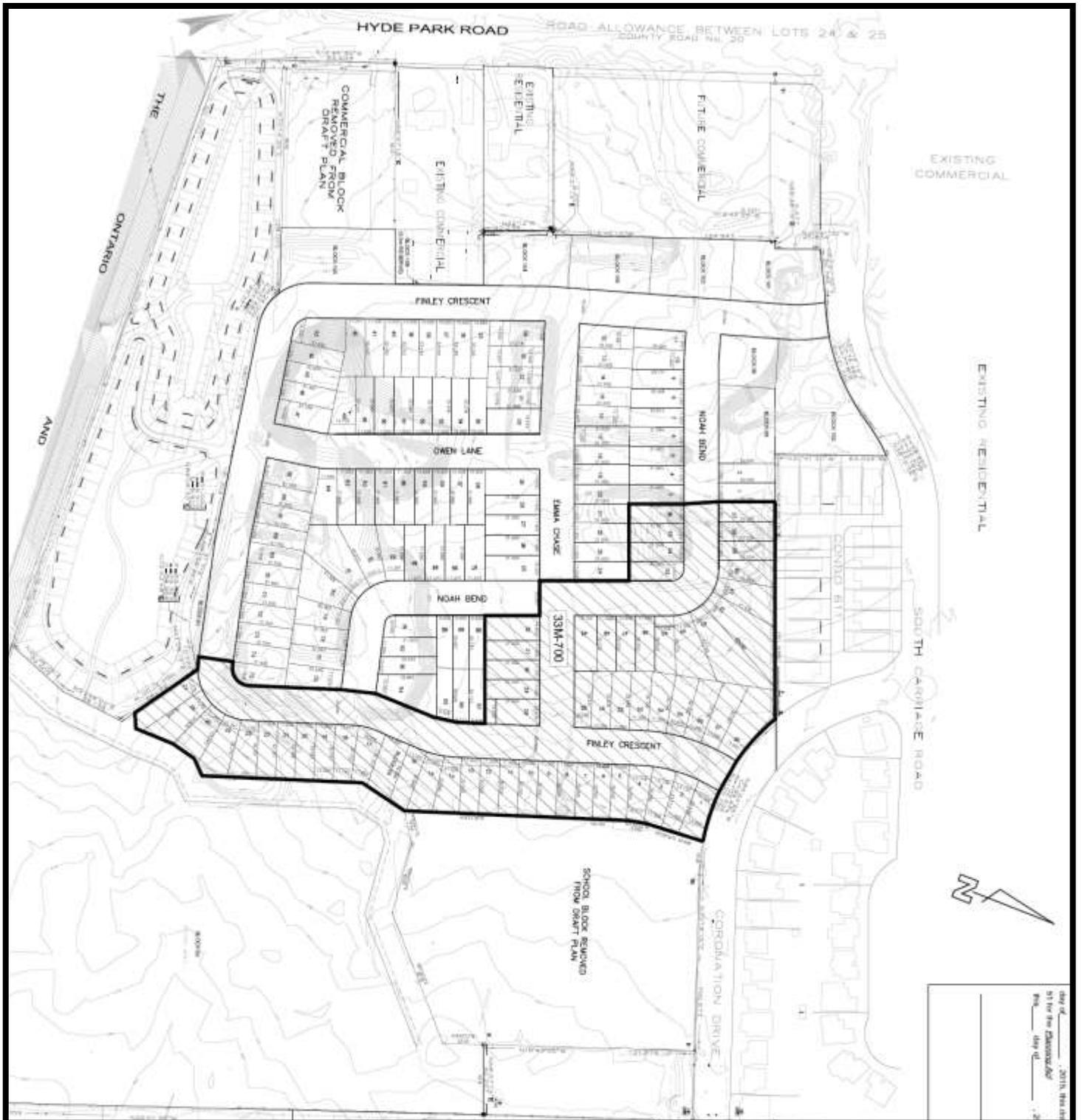
3.1 Planning History

On August 3, 2012 the City of London Approval Authority granted draft plan of subdivision approval. On August 28, 2012 the decision of draft plan of subdivision was appealed by Sydenham Investment Inc. On November 6, 2013, the Ontario Municipal Board issued a notice advising the City of London Approval Authority that the appeal by Sydenham Investments was withdrawn and the draft approval of subdivision was granted for three (3) years, lapsing on September 14, 2016.

The applicant requested and extension and revision of draft approval in 2016. The revisions included more lots with 11m lot frontages and to allow for street townhouse blocks fronting on Finley Crescent and Noah Bend where single detached dwellings had been proposed. On November 9, 2016, City Council resolved that a three year extension to draft subdivision approval be granted and also passed Zoning By-law Amendment (Z.-1-162533) that zoned the street townhome blocks Residential R4 (R4-4) with a maximum lot coverage of 35%.

The applicant submitted an application for site plan consultation on May 16, 2017. Through the detailed site plan consultation process the proposed development could not meet the 35% maximum lot coverage requirement. A Zoning By-law Amendment was request to permit a maximum 45% lot coverage to allow for the proposed three (3) bedroom unit townhomes.

Draft Plan Approval (2016) with Street Townhouse Blocks



3.2 Community Engagement (see more detail in Appendix B)

On November 7, 2017, Notice of Application was sent to all property owners within 120 metres. Notice of Application was also published in The Londoner on November 16, 2017. No responses were received by the public.

4.0 Key Issues and Considerations

The proposed Zoning Amendment was evaluated to determine whether it was compatible with the surrounding neighbourhood.

Provincial Policy Statement (PPS)

The PPS promotes and directs efficient land use and development patterns. The proposed development is consistent with Section 1.0 Building Strong Communities and Section 3.0 Protecting Public Health and Safety as it:

- provides for a mix of residential development
- provides for intensification; and
- efficiently uses land and resources in the City of London.

Official Plan Polices

The Hyde Park Area Plan designated the subject lands Multi Family Medium Density Residential designation to allow for residential uses with a maximum density of 75 units per hectare.

Does the Proposed Development Conform to the Official Plan?

The Multi-Family Medium Density Residential designation which applies to the townhouse blocks permits multiple-unit residential developments having a low rise profile, with a maximum density of 75 units per hectare (uph). Uses may include row houses, cluster houses, low-rise apartment buildings and certain specialized residential facilities such as small scale nursing homes. The proposed townhouses are consistent with the Multi-Family Medium Density Residential policies and provide an appropriate mix of housing types and density in the subdivision.

The London Plan

The proposed development is consistent with the Neighbourhood place type and street classification and their intended character, goals and functions as it:

- Provides for a high level quality pedestrian realm along the neighbourhood streets.
- Provides for attractive streetscapes, buildings, and public spaces.
- Provides for a diversity of housing choices.

The proposed development is consistent with the policies of the London Plan.

Zoning

The lands are located within a Residential R4 (R4-4) Zone. These lands were zoned during the subdivision extension and revision approval process in 2016. The intent of the zone was to permit street townhouse development.

The existing Residential R4 (R4-4) zone requires that lots have a maximum lot coverage of 35% for all structures including accessory buildings. The applicant is requesting a maximum lot coverage of 45% for all structures including accessory buildings. The Residential R4-4 Zone requires a minimum 30% landscaped open space, 1.2 m interior side yard setbacks and a 6m rear yard setback. The minimum lot size in the Residential R4-4 Zone is 180m². The existing maximum 35% lot coverage permits a maximum 63 m² (678ft²) coverage on a 180m² lot. The proposed 45% maximum lot coverage would allow for 81m² (871ft²) coverage on a 180m² lot, an approximate 18m² (190ft²) increase. The additional floor area will allow for flexibility in the units floor plan and could allow for a maximum of three (3) bedrooms as permitted in street townhouse dwellings.

The proposed maximum 45% lot coverage and the 35% minimum landscaped open space will ensures that an adequate area for amenity (green) space is provided. The applicant intends on meeting the requirements of the zone with regard to landscaped open space, interior and rear yard setbacks and parking area percentage. The proposed 45% maximum lot coverage is consistent with the form of development on the abutting single detached lots and will not cause any substantial impacts on abutting uses.

Planning Impact Analysis

Planning Impact Analysis under Section 3.7 in the Official Plan was used to evaluate this application for the proposed Zoning Amendment, to determine the appropriateness of a proposed change in land use, and to identify ways of reducing any adverse impacts on surrounding uses. The proposed Zoning Amendment is consistent with Section 3.7 as:

- it is compatible with the surrounding land uses and will not impact development on present and future land uses in the area;
- the size and shape of the parcel can accommodate the intensity of the proposed use; and,
- the proposed development is consistent with the City's Official Plan, London Plan and Zoning By-law.

Staff has reviewed the proposed zoning of the subject property. The proposed Zone will allow for development that is compatible with the zoning of surrounding lands and will not negatively impact future land uses in the area. The proposed amendment is appropriate and represents good land use planning.

Details regarding Community feedback and existing zoning are available in Appendix B and C of this report.

5.0 Conclusion

The proposed amendment is in conformity with the City of London Official Plan and the London Plan. The proposed amendment will permit development that is appropriate for the subject lands, and compatible with the surrounding land use pattern. These proposed amendments represent good land use planning and are recommended to Council for approval.

Prepared and Recommended by:	C. Smith MCIP, RPP Senior Planner, Development Planning
Reviewed by:	Lou Pompili, MCIP, RPP Manager, Development Planning
Reviewed by:	Matt Feldberg Manager Development Services (Subdivisions)
Concurred in by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P. Eng. Managing Director, Development and Compliance Services and Chief Building Official

February 12, 2018
CS/

Y:\Shared\DEVELOPMENT SERVICES\4 - Subdivisions\2017\Z-8850 - 255 South Carriage Road (CS)\PEC-Report-Z-8850-AODA.docx

Appendix A

Bill No. (number to be inserted by Clerk's Office)
(2018)

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 255
South Carriage Road.

WHEREAS Kenmore Homes (London) Ltd. has applied to rezone an area of land located at 255 South Carriage Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 255 Kenmore Homes (London) Inc., as shown on the attached map from a Residential R4 (R4-4) Zone to a Residential R4 Special Provision (R4-4 (_)) Zone.
- 2) Section Number 8.4 of the Residential R4-4 Zone is amended by adding the following Special Provision:
 -) R4-4 ()
 - a) Regulation[s]

Lot Coverage 45%

Maximum

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

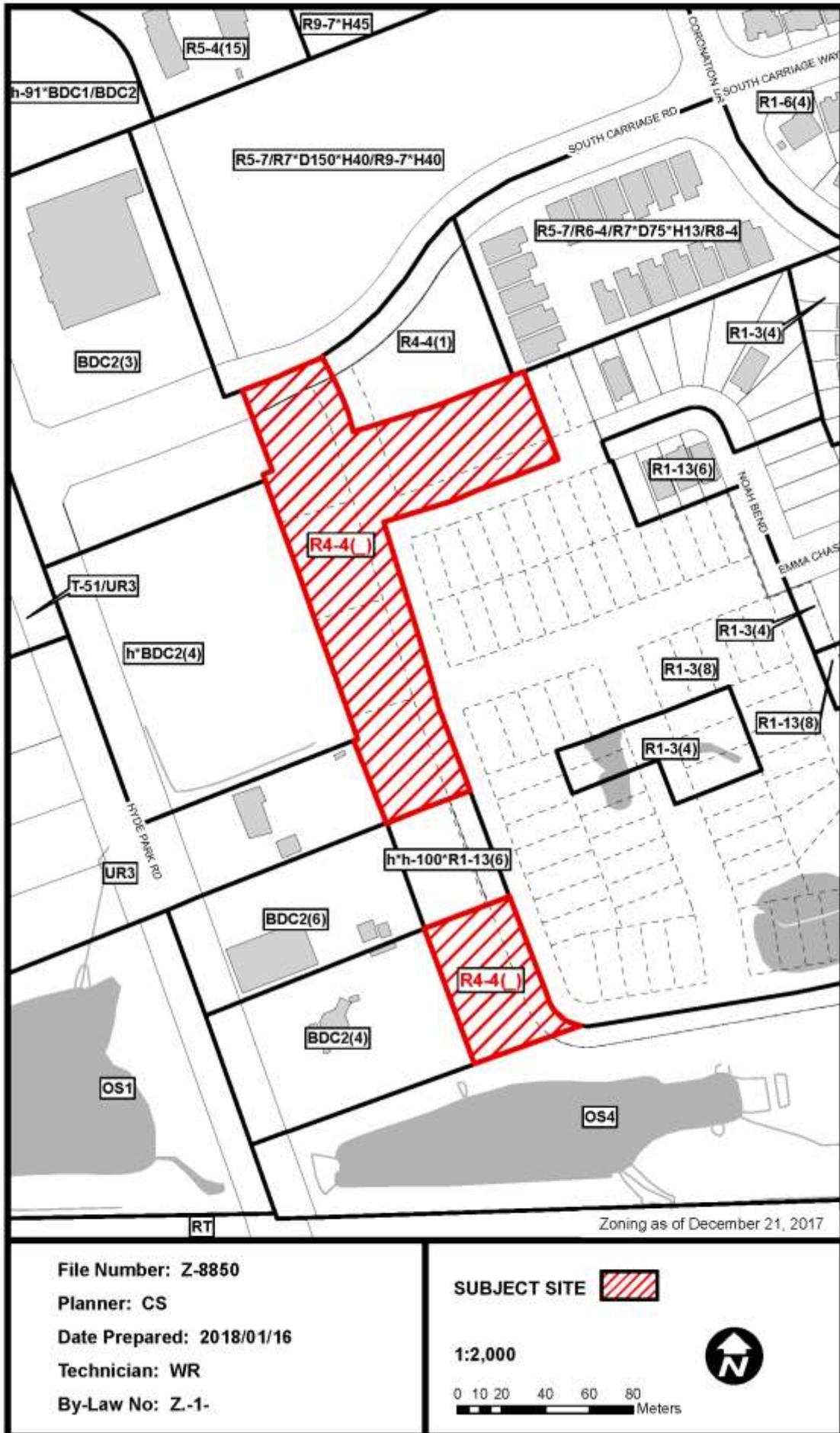
PASSED in Open Council on March 6, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Appendix B – Public Engagement

Community Engagement

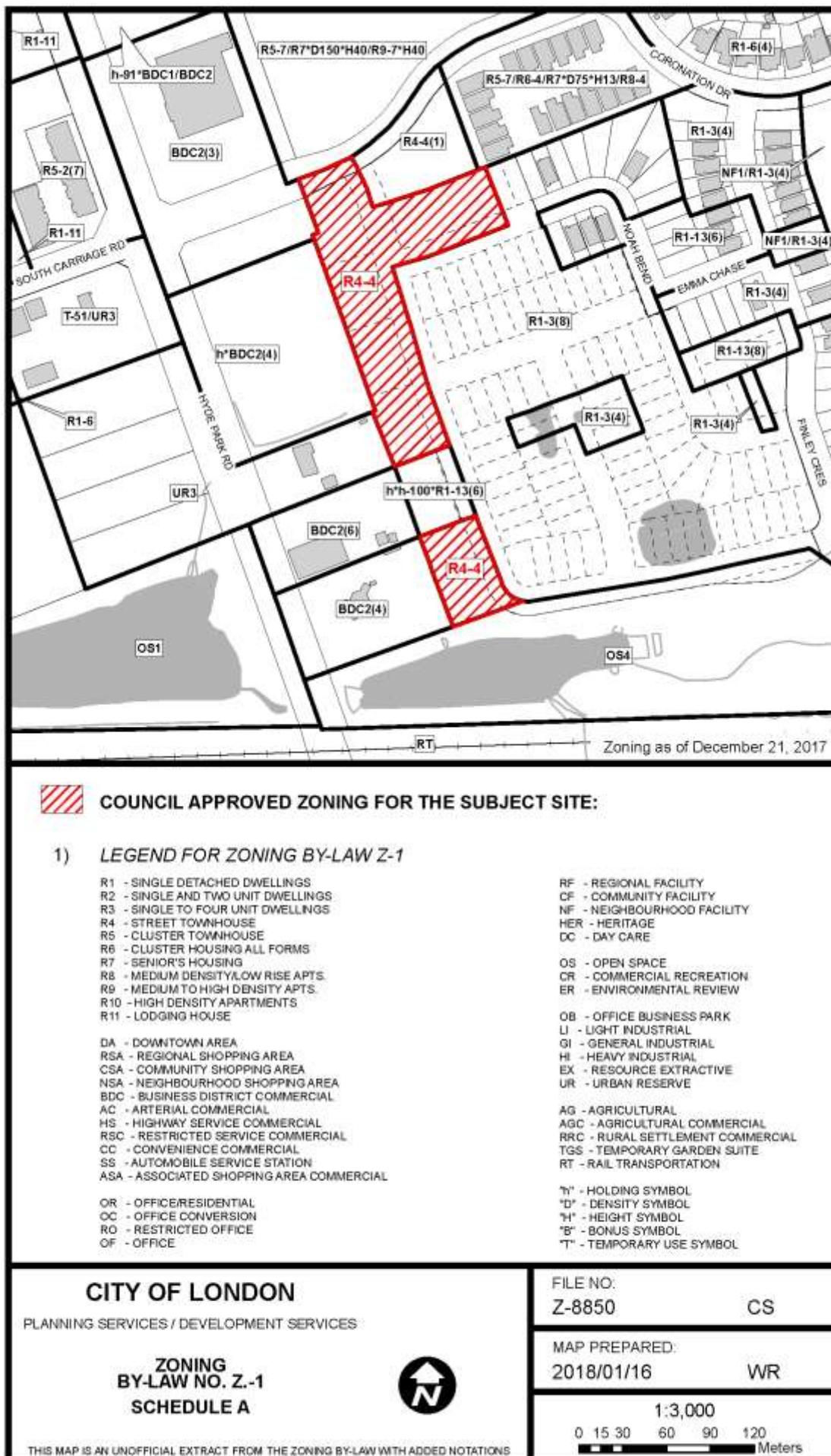
Public liaison: On November 7, 2017 Notice of Application was sent to all property owners within 120m of the subject property. Notice of Application was also published in the *Public Notices and Bidding Opportunities* section of *The Londoner* on November 16, 2018 A “Planning Application” sign was also posted on the site.

Nature of Liaison: The purpose and effect of this application is to permit street townhouse development with 45% lot coverage

Responses: No public responses.

Appendix C – Relevant Background

ZONING BY-LAW MAPPING EXCERPT



Appendix A

Bill No.(number to be inserted by Clerk's Office)
(2018)

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 255
South Carriage Road.

WHEREAS Kenmore Homes (London) Ltd. has applied to rezone an area
of land located at 255 South Carriage Road, as shown on the map attached to this by-
law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to
lands located at 255 South Carriage Road as shown on the attached map from a
Residential R4 (R4-4) Zone to a Residential R4 Special Provision (R4-4 ()) Zone.
- 2) Section Number 8.4 of the Residential R4-4 Zone is amended by adding the
following Special Provision:
 -) R4-4 ()
 - a) Regulation[s]

Lot Coverage	45%
Maximum	

The inclusion in this By-law of imperial measure along with metric measure is for the
purpose of convenience only and the metric measure governs in case of any discrepancy
between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with
Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage
of this by-law or as otherwise provided by the said section.

PASSED in Open Council on March 6, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee
From: John M. Fleming
Managing Director, Planning and City Planner
Subject: Application By: 2479429 Ontario Inc.
220 Adelaide Street South
Public Participation Meeting on: February 20, 2018

Recommendation

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of 2479429 Ontario Inc. relating to the property located at 220 Adelaide Street South:

- (a) the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting March 6, 2018 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, to change the zoning of the subject property FROM a Light Industrial (LI1) Zone TO a Light Industrial Special Provision (LI1(_)) Zone.
- (b) that Staff BE DIRECTED to consider an amendment to The London Plan place type for the properties at 220 Adelaide Street South and 244 Adelaide Street South from a Light Industrial Place Type to a Commercial Industrial Place Type.

Executive Summary

Summary of Request

The requested Zoning By-law amendment is to expand the range of permitted uses on the subject site by allowing a Commercial Recreation Establishment ("Anytime Fitness").

Purpose and the Effect of Recommended Action

The purpose and effect of the recommended Zoning By-law Amendment is to permit a Commercial Recreation Establishment on the subject site, in addition to the other uses that are currently permitted.

It is also recommended that Staff be directed to review The London Plan Light Industrial Place Type for the subject site and the adjacent site at 244 Adelaide Street South as, upon the review of this application, it was identified that the Commercial Industrial Place Type may better guide future development of these sites.

Rationale of Recommended Action

Staff have reviewed the requested Zoning By-law Amendment and find that it is consistent with the Provincial Policy Statement and conforms with the existing Official Plan policies. The policies of The London Plan do not identify Commercial Recreation Establishments as a permitted use within the Light Industrial Place Type although the recommended Zoning By-law Amendment is being evaluated against the existing Official Plan policies that are in-force and effect.

It is recommended that Staff be directed to initiate an application to consider amending The London Plan to change the place type on the subject site from a Light Industrial Place Type to a Commercial Industrial Place Type. The Commercial Industrial Place Type includes Commercial Recreation Establishments in the range of permitted uses, and it was identified through the review of this application that a Commercial Industrial Place Type may serve to better guide future development of this site and the adjacent site at 244 Adelaide Street South (Glen Cairn Community Resource Centre) than the current Light Industrial Place Type when considering the surrounding area.

The addition of a Commercial Recreation Establishment as a permitted use at 220 Adelaide Street South is not anticipated to have adverse effects on the land uses in the surrounding context.

Analysis

1.0 Site at a Glance

1.1 Property Description

The subject site is generally rectangular in shape and on the east side of Adelaide Street South, north of Commissioners Road East. The site has an area of approximately 0.36 hectares (0.89 acres) and a frontage of approximately 35.5 metres on Adelaide Street South.

The site is currently occupied by an existing 1,170 square metre building containing two units. One unit, located at the rear of the building, has an approximate area of 786 square metres and is occupied by a commercial bakery (“Sebastians Bakery”). The second unit, which is approximately 384 square metres and is located at the front of the building, is vacant. The requested Zoning By-law Amendment application is to allow a Commercial Recreation Establishment (“Anytime Fitness”) to occupy this vacant unit.

1.2 Current Planning Information (see more detail in Appendix D)

- Official Plan Designation – Light Industrial
- The London Plan Place Type – Light Industrial on a Civic Boulevard
- Existing Zoning – Light Industrial (LI1) Zone

1.3 Site Characteristics

- Current Land Use – Bakery
- Frontage – Approximately 35.5 metres (116.5 feet)
- Depth – Approximately 98 to 105 metres (321.5 to 344.5 feet)
- Area – 0.35 hectares (0.87 acres)
- Shape – Rectangular

1.4 Surrounding Land Uses

- North – Warehouse and retail store.
- East – Single-detached residential dwellings.
- South – Glen Cairn Community Resource Centre.
- West – Automobile dealership.

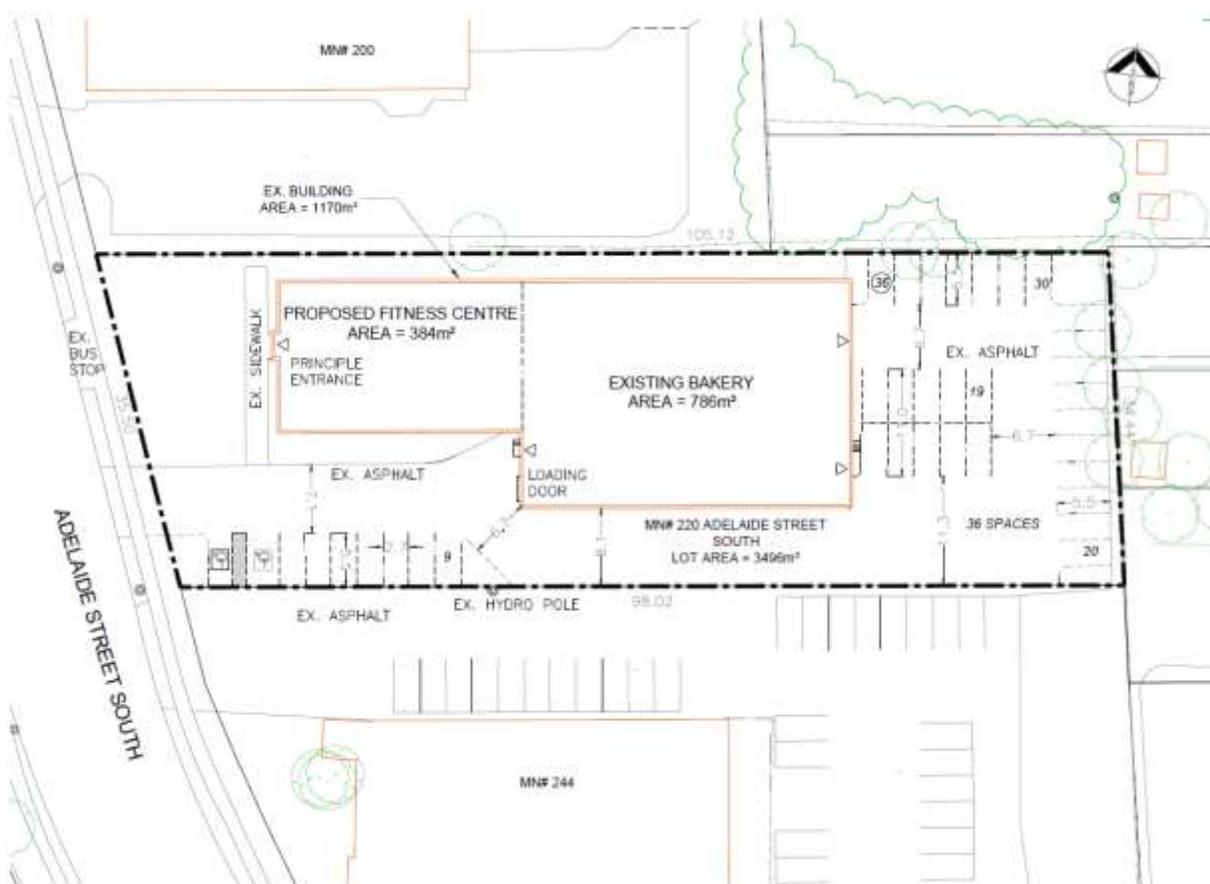
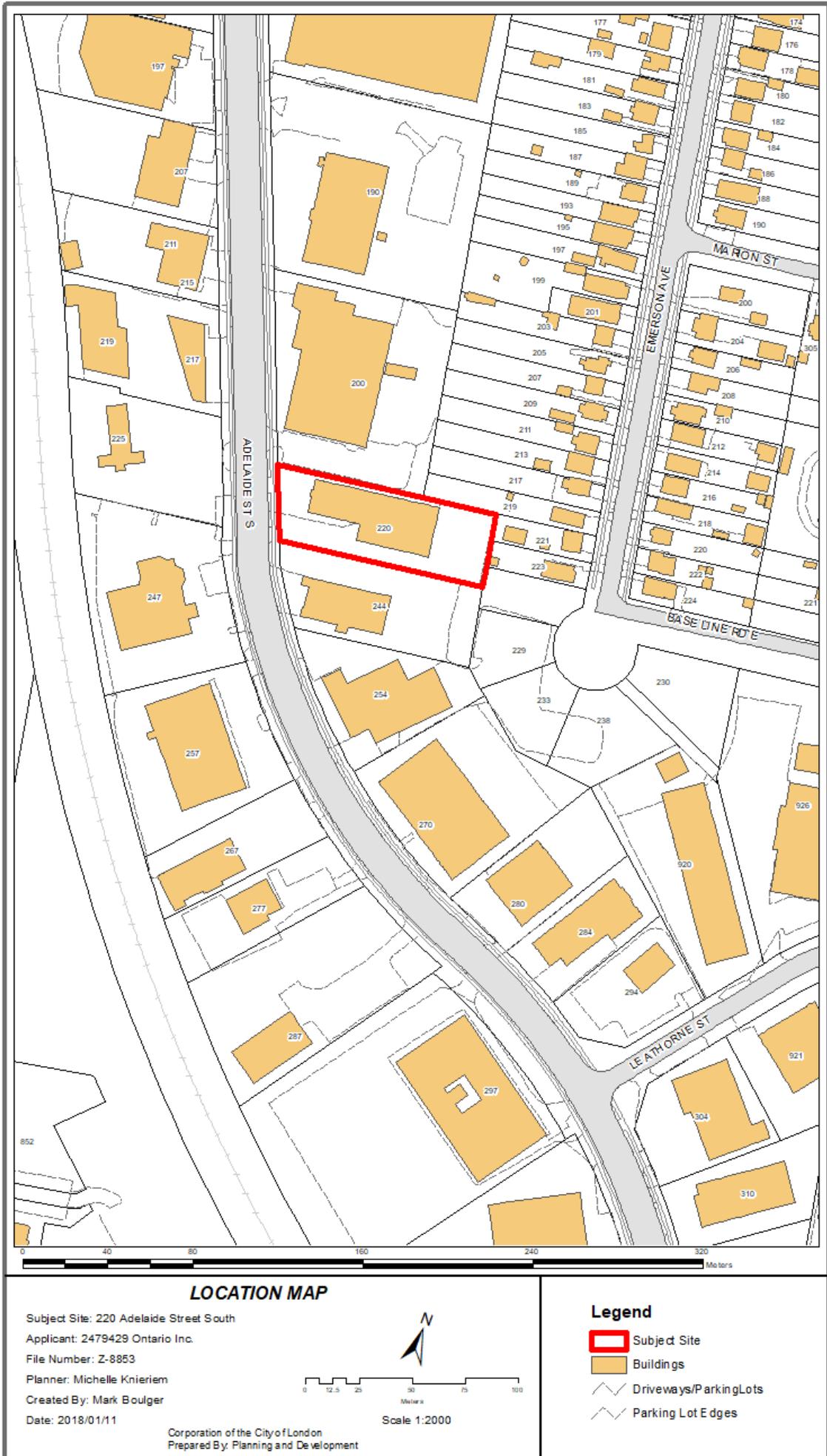


Figure 1: Conceptual Site Plan – submitted by applicant

1.5 Location Map



2.0 Description of Proposal

2.1 Development Proposal

The requested development contemplates expanding the range of uses that would be permitted on the subject site to allow for the addition of a commercial recreation establishment (“Anytime Fitness”) to the existing building. The existing bakery and catering facility (“Sebastians Bakery”) would continue to operate. No modifications to the existing building or parking supply are proposed by the applicant.

The requested development anticipates that the Commercial Recreation Establishment would be located in the 384 square metre vacant unit located at the front of the existing building.

3.0 Revelant Background

3.1 Planning History

There are no previous Planning Act applications on the subject site.

3.2 Requested Amendment

The initial Zoning By-law Amendment request was to rezone the site from a Light Industrial (LI1) Zone to a compound Light Industrial (LI1/LI3) Zone. This would have permitted an expanded range of uses including assembly halls, commercial recreation establishments, day care centres, private clubs, and private park uses, in addition to the uses that are already permitted.

Through discussions with the applicant, this request was revised from a request to permit the full range of uses of the Light Industrial (LI3) Zone, in addition to the uses that are already permitted on the subject site, and narrowed to a request to add just a Commercial Recreation Establishment (by way of a Special Provision) to the existing range of uses. This revision was made as certain uses that would have been permitted by the Light Industrial (LI3) Zone, notably daycares, have the potential to result in land use impacts.

3.3 Community Engagement (see more detail in Appendix B)

A Notice of Application was sent to property owners within a 120 metre radius of the subject site on November 22, 2017 and was published in *The Londoner* on November 23, 2017. A Revised Notice of Application was sent to property owners on November 23, 2017.

One sign indicating the possible land use change was placed on the subject lands fronting Adelaide Street South.

A Notice of Public Meeting was mailed to property owners within a 120 metre radius of the subject site on January 31, 2018 and was published in *The Londoner* on February 1, 2018.

As of the date of this report, no public responses have been received to the Notice of Application or the Notice of Public Meeting.

3.4 Policy Context (see more detail in Appendix C)

Provincial Policy Statement, 2014

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development, setting the policy foundation for regulating the development and use of land. The subject site is located within a settlement area as identified in the PPS. The PPS identifies that planning authorities shall plan for, protect and preserve employment areas for current and future uses (Policy 1.3.2.1). Policy 4.7 states that the Official Plan is the most important vehicle for implementing the PPS.

All decisions of Council affecting land use planning matters are required to be consistent with the PPS.

City of London 1989 Official Plan (“Official Plan”)

The City of London 1989 Official Plan (“Official Plan”) implements the policy direction of the PPS and contains objectives and policies that guide the use and development of land within the City of London. The Official Plan assigns specific land use designations to lands, and the policies associated with those lands use designations provide for a general range of permitted uses.

The subject site is located within the “Light Industrial” land use designation in the Official Plan. Light Industrial areas are intended to provide for the development and use of industrial lands for a range of activities that are likely to have a minimal impact on surrounding uses. Light Industrial areas are also intended to guide the development of older industrial areas in close proximity to residential neighbourhoods for industries which can meet appropriate operation, design, and scale criteria (Policy 7.1.3). A range of permitted uses are identified in the Official Plan for Light Industrial areas. Commercial Recreation Establishments are permitted in the Light Industrial designation, by way of a site specific zoning by-law demonstrating that the proposed use is appropriate through a Planning Impact Analysis (Policy 7.3.2 iv)).

The London Plan

The London Plan is the new Official Plan for the City of London and has been adopted by City Council and approved by the Ministry with modification, but is not yet in force in effect due to appeals to the Ontario Municipal Board.

The subject site is located within the Light Industrial Place Type in The London Plan. The Light Industrial Place Type is where industries generating more minimal planning impacts will be permitted (Policy 1110). The London Plan identifies a range of uses that are permitted in the Light Industrial Place Type. Commercial Recreation Establishments are not identified as a permitted use within the Light Industrial Place Type (Policy 1115). The London Plan includes a Commercial Industrial Place Type with associated policies that contemplate the requested Commercial Recreation Establishment to locate within this place type (Policy 1119(2)).

4.0 Key Issues and Considerations

The following provides a summary of the key issues and considerations associated with this application.

4.1 Issue and Consideration # 1: Use

The requested Commercial Recreation Establishment use was evaluated to determine if it was a suitable use and would not negatively impact the surrounding area – both the adjacent residential development and the capacity of the nearby industrial lands to develop with industrial uses in the future. This evaluation determined that the use was appropriate for the subject site and would not negatively impact adjacent land uses.

Provincial Policy Statement, 2014 (PPS)

The PPS identifies that planning authorities shall promote economic competitiveness by providing for an appropriate range and mix of employment and institutional uses to meet long-term needs and by providing opportunities for a diversified economic base, including maintaining a range of suitable sites for employment uses (Policy 1.3.1). The PPS also identifies that planning authorities shall plan for, protect, and preserve employment areas for current and future uses (Policy 1.3.2.1). The PPS identifies that the Official Plan is the most important vehicle for implementing the PPS (Policy 4.7).

The requested Commercial Recreation Establishment is permitted by the existing Official Plan policies for the Light Industrial designation. While not listed as a permitted use in The London Plan’s Light Industrial Place Type, Commercial Recreation Establishments are a permitted use within another employment area place type in The London Plan, the Commercial Industrial Place Type, demonstrating consistency with the employment areas policies in the PPS. The addition of the requested Commercial Recreation Establishment use is not expected to detract from the preservation of the employment area for current and future employment uses.

Official Plan (1989)

The subject site is designated Light Industrial in the Official Plan. Light Industrial areas are intended to provide for the development and use of industrial lands for a range of activities that are likely to have a minimal impact on surrounding uses (Policy 7.1.3). Commercial Recreation Uses are identified in the range of permitted uses within Light Industrial designations, subject to a Planning Impact Analysis (Policy 7.3.2).

The Planning Impact Analysis outlines a number of criteria that will be considered to evaluate the proposed land use change (Policy 7.8). The following provides an overview of the Planning Impact Analysis conducted for the subject site:

1. Compatibility of the proposed use with surrounding land uses, and the likely impact of the proposed development on present and future land uses.

The addition of the requested commercial recreation establishment use is not expected to detract from the preservation of the employment area for current and future uses. The subject site is also immediately adjacent to lands that are designated Low Density Residential to the east of the subject site and Community Facilities to the south of the subject site (Glen Cairn Community Resource Centre). Both of these are sensitive land uses which could cause conflicts with certain light industrial land uses. The requested Commercial Recreation Establishment use would be compatible with these sensitive uses and is not anticipated to detract from the ability of the surrounding area to accommodate other light industrial uses in the future as the residential and community facility uses are more sensitive uses than the proposed Commercial Recreation Establishment use.

There are also other lands in close proximity to the subject site that have Restricted Service Commercial (RSC3) Zone and Light Industrial (LI3) Zone permissions that would permit Commercial Recreation Establishments.

2. The size and shape of the parcel of land on which a proposal is to be located, and the ability of the site to provide adequate services for industrial development.

No physical changes to the site are proposed as a result of this Zoning By-law Amendment. The addition of a Commercial Recreation Establishment use will not require the provision of adequate services for industrial development.

3. The supply of vacant land in the area which is already designated and/or zoned for the proposed use.

There are other lands in the area that have Restricted Service Commercial (RSC3) Zone and Light Industrial (LI3) Zone permissions that would permit Commercial Recreation Establishments, however these lands have all been developed.

4. The location of any proposal for industrial development where there is good access to arterial roads and/or rail lines;

The proposed change in land use does not require access to rail lines. The subject site is located on an arterial road with good access to that corridor.

5. Impacts of the proposed change on the transportation system, including transit

The proposed change in land use to permit a Commercial Recreation Establishment is not anticipated to have a significant impact on the transportation system.

6. For non-industrial uses within industrial designations the potential of the proposed uses to deter future industrial development;

The recommended Zoning By-law Amendment would not deter future industrial development as the requested Commercial Recreation Establishment is a less sensitive use than the residential and community resource centre uses that exist adjacent to the subject site. Any future industrial development would need to be compatible with these more sensitive uses. The subject site will also continue to house an industrial use (bakery) together with the recommended additional Commercial Recreation Establishment use.

7. Secondary uses which may be considered as sensitive land uses are not to be located within 300m of an area designated General Industrial and are located on either a primary collector or arterial road.

The site is not within 300 metres of an area designated General Industrial and the subject site is located on an arterial road.

8. Compliance with Ministry of the Environment standards and guidelines and the City's Waste Discharge By-law, relating to the compatibility of the proposed use with existing uses; and the potential impact of any noise, odour or other emissions on surrounding land uses;

The recommended use complies with these standards.

9. The height, location and spacing of any buildings in the proposed development, and any potential impacts on surrounding land uses;

No physical changes to the site are proposed as part of the requested Zoning By-law Amendment.

10. The extent to which the proposed development provides for the retention of any desirable vegetation or natural features that contribute to the visual character of the surrounding area;

No physical changes to the site are proposed as part of the requested Zoning By-law Amendment.

11. The location of vehicular access points and their compliance with the City's road access policies and Site Plan Control By-law, and the likely impact of traffic generated by the proposal on City streets, on pedestrian and vehicular safety, and on surrounding properties;

The location of vehicular access points is not proposed to change as part of the requested Zoning By-law Amendment.

12. The exterior design in terms of the bulk, scale, and layout of buildings, and the integration of these uses with present and future land uses in the area;

No physical changes to the site are proposed as part of the requested Zoning By-law Amendment.

13. The potential impact of the proposed development on surrounding natural features and heritage resources;

The recommended development is not in close proximity to any natural features or heritage resources. It is not anticipated to impact any natural features or heritage resources.

14. Compliance of the proposed development with the provisions of the City's Official Plan and Zoning By-law, Site Plan Control By-law, and Sign Control By-law.

The recommended development complies with the provisions of the Official Plan, as the use is within the range of permitted uses and the use would occupy the existing building on-site.

15. Measures planned by the applicant to mitigate any adverse impacts on surrounding land uses and streets which have been identified as part of the Planning Impact Analysis.

There are no adverse impacts anticipated on surrounding land uses and streets as a result of the requested Commercial Recreation Establishment use.

The requested permission for a Commercial Recreation Establishment has been found to be appropriate for the subject site based on the Planning Impact Analysis and conforms with the Official Plan.

The London Plan

The subject site is within the Light Industrial Place Type in The London Plan. The Light Industrial Place Type is where industries generating more minimal planning impacts will be permitted (Policy 1112). The permitted uses within the Industrial Place Type are limited to industrial uses and do not include Commercial Recreation (Policy 1115). Commercial Recreation Establishment are in the range of permitted uses in the Commercial Industrial Place Type (Policy 1119). The Commercial Industrial Place Type is intended to accommodate commercial uses that do not fit well within commercial or mixed-use place types due to the planning impact they generate. A limited range of light industrial uses are also permitted within this place type (Policy 1112).

The area around the subject site includes a mixture of a range of commercial and industrial uses, with industrial uses primarily concentrated to the north of the subject site and commercial uses primarily concentrated to the south of the subject site. Commercial uses are also located immediately across the street from the subject site. Residential uses are adjacent to the rear of the subject site.

The subject site is two properties removed from the boundary of the Commercial Industrial Place Type and is separated from that boundary by an intervening Light Industrial Place Type property (the Glen Cairn Community Resource Centre) that is also better suited within the Commercial Industrial Place Type. The subject site is also across the street from properties in the Commercial Industrial Place Type.

The requested Commercial Recreation Establishment is not listed as a permitted use in The London Plan Light Industrial Place Type, however the recommended amendment is appropriate in this instance as it conforms with the existing Official Plan which is still in force and effect. Upon evaluation of this application, Staff have identified that the Commercial Industrial Place Type may better guide future development on the subject site and the adjacent site at 244 Adelaide Street South (the Glen Cairn Community Resource Centre) than the Light Industrial Place Type and as such it is recommended that Staff be directed to review The London Plan Place Type for the subject site (see Issue and Consideration #2: Recommendation for further analysis of The London Plan Place Type for the subject site).

4.2 Issue and Consideration # 2: Recommendation for further analysis of The London Plan Place Type for the subject site.

Given that the requested use is not listed as a permitted use in The London Plan, through the analysis conducted with this application it was determined it would be beneficial for Staff to review the possibility of revising The London Plan Place Type for the subject site and the adjacent site at 244 Adelaide Street South which is occupied by the Glen Cairn Resource Centre. It is recommended that Staff be directed consider revising The London Plan place type of the subject site and the adjacent site at 244 Adelaide Street South to determine if the Commercial Industrial Place Type may better guide future development than the existing Light Industrial Place Type.

Provincial Policy Statement, 2014 (PPS)

The PPS prioritizes the preservation of employment areas and identifies that planning authorities shall plan for, protect, and preserve employment areas for current and future uses (Policy 1.3.2.1). Planning authorities may permit conversion of lands within employment areas to non-employment uses through a municipal comprehensive review that demonstrate that the lands are not required for employment purposes over the long term and there is a need for conversion (Policy 1.3.2.2).

Both the Light Industrial Place Type and the Commercial Industrial Place Types are employment areas designations in The London Plan. The revision of the Place Type for the subject site from Light Industrial to Commercial Industrial would not require a Municipal Comprehensive Review as the lands would remain employment areas.

The London Plan

The subject site is within the Light Industrial Place Type in The London Plan. Light Industrial Place Types are intended to allow industrial uses that generate minimal

planning impacts. Commercial Recreation Establishments are not contemplated in this place type.

The context surrounding the subject site includes a variety of commercial and industrial land uses, with commercial uses primarily concentrated to the south and immediately west of the subject site and industrial uses primarily concentrated to the north of the subject site. Single-detached dwellings, designated as Neighbourhoods Place Type, are located immediately to the rear (east) of the subject site.

The parcel located immediately west of the subject site is in the Commercial Industrial Place Type in The London Plan. The subject site is two properties removed from the Commercial Industrial Place Type, separated by a property occupied by the Glen Cairn Community Resource Centre. Similar to the requested Commercial Recreation use, the Glen Cairn Community Resource Centre is also not a contemplated use in the Light Industrial Place Type.

Upon further analysis of the subject site, it has come to the attention of Planning Staff that The London Plan Place Type should be revisited given its compatibility with the abutting Commercial Industrial Place Type. It is recommended that Staff be directed to review The London Plan Place Type for the subject site and the adjacent Glen Cairn Community Resource Centre at 244 Adelaide Street South to determine if a Commercial Industrial Place Type would better guide future development for these sites.

More information and detail is available in Appendix B and C of this report.

5.0 Conclusion

The recommended Zoning By-law Amendment to permit a Commercial Recreation Establishment is consistent with the Provincial Policy Statement and conforms with existing Official Plan policies. The requested Commercial Recreation Establishment use is not listed as a use contemplated in the Light Industrial Place Type. Through the review of this application, Staff have identified the need to revisit The London Plan Place Type for the subject site, as the Commercial Industrial Place Type which permits Commercial Recreation Establishments, may better guide the future development of the site than the existing Light Industrial Place Type. It is recommended that Staff be directed to consider amending The London Plan to change the place type of the subject site, and the neighbouring Glen Cairn Resource Centre at 244 Adelaide Street, from a Light Industrial Place Type to a Commercial Industrial Place Type.

Staff are able to recommend approval of the Zoning By-law Amendment prior to a redesignation of the place type in The London Plan, as the recommended Zoning By-law Amendment conforms with the existing Official Plan which is in-force and effect and is an appropriate use at this location given the surrounding context as we transition to The London Plan.

Prepared by:	Michelle Knieriem, MCIP, RPP Planner II, Current Planning
Submitted by:	Michael Tomazincic, MCIP, RPP Manager, Current Planning
Recommended by:	John M. Fleming, MCIP, RPP Managing Director, Planning and City Planner

February 8, 2018
MT/mt

Y:\Shared\implemen\DEVELOPMENT APPS\2017 Applications 8723 to\8853Z - 220 Adelaide St S (MK)\PEC Report\Z-8853 PEC Report Jan 31

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. Z.-1-18 _____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 220 Adelaide Street South.

WHEREAS 2479429 Ontario Inc. has applied to rezone an area of land located at 220 Adelaide Street South, as shown on the map attached to this by-law, as set out below;

Select one of the following statements

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 220 Adelaide Street South, as shown on the attached map comprising part of Key Map No. A108, from a Light Industrial (LI1) Zone to a Light Industrial Special Provision (LI1(____)) Zone.
- 2) Section Number 40.4 a) of the Light Industrial (LI1) Zone is amended by adding the following Special Provision:
 - LI1() 220 Adelaide Street south
 - a) Additional Permitted Use:
 - i) Commercial Recreation Establishment

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

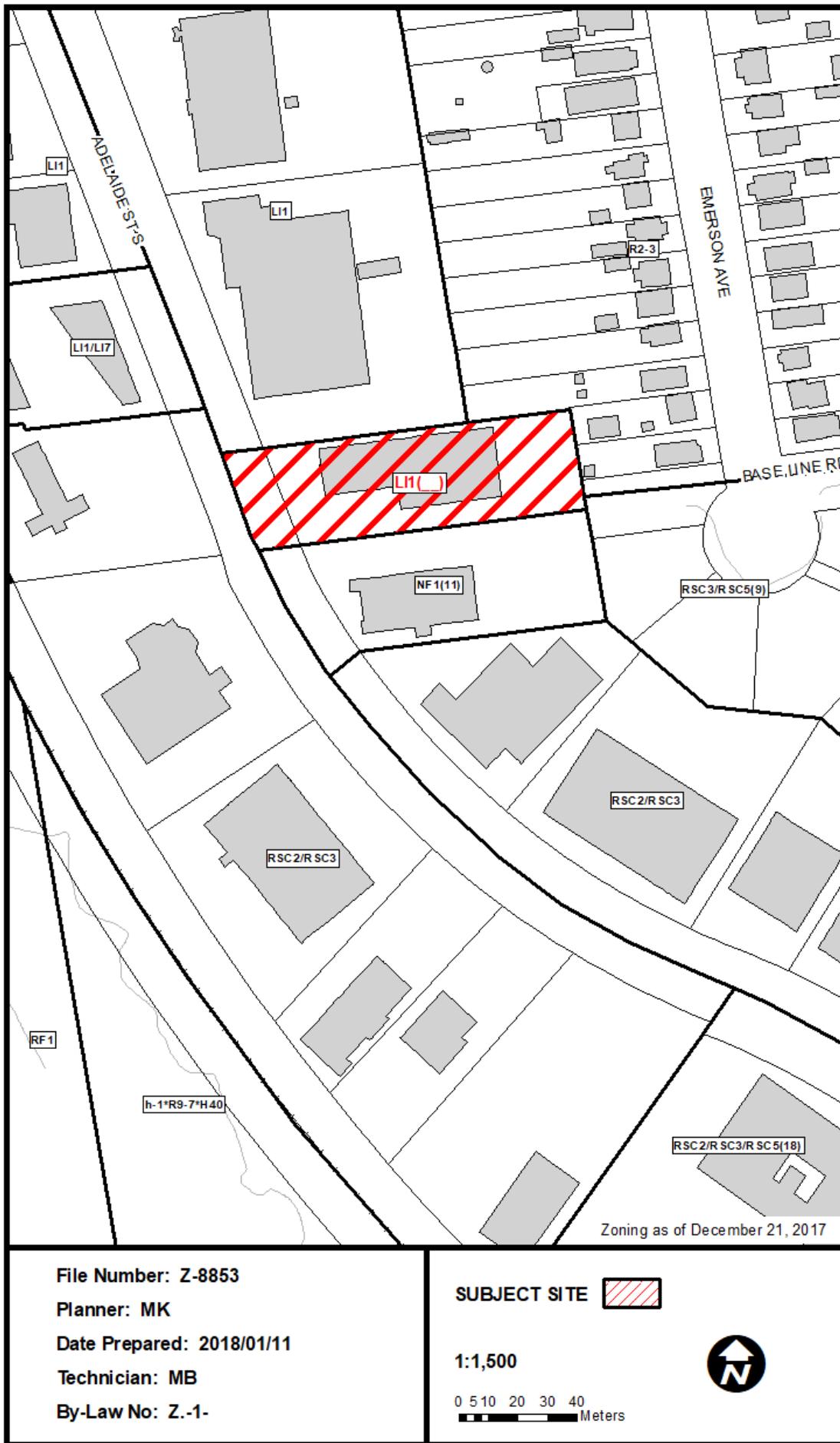
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-8853
 Planner: MK
 Date Prepared: 2018/01/11
 Technician: MB
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,500

0 5 10 20 30 40 Meters



GeoInfoBase

Appendix B – Public Engagement

Community Engagement

Public liaison: On November 22, 2017 a Notice of Application was sent to 201 property owners in the surrounding area. Notice of Application was also published in the *Public Notices and Bidding Opportunities* section of *The Londoner* on November 23, 2017. A “Planning Application” sign was also posted on the site. A Revised Notice of Application was sent to 201 property owners on November 23, 2017, as it was identified that the initial Notice of Application included an incorrect location map.

No replies were received.

Nature of Liaison: Change Zoning By-law Z.-1 from a Light Industrial (LI1) Zone which permits bakeries, business service establishments, laboratories, manufacturing and assembly industries, office support, paper and allied products industries, pharmaceutical and medical product industries, printing, reproduction, and data processing industries, research and development establishments, warehouse establishments, wholesale establishments, custom workshop, brewing on premises establishments, service trade, existing self-storage establishments, artisan workshop, and craft brewery uses, to a compound Light Industrial (LI1/LI3) Zone which permits assembly halls, commercial recreation establishments, day care centres, private clubs and private parks uses in addition to the uses that are already permitted by the existing zoning.

Responses: No public comments were received in response to this application.

Agency/Departmental Comments

Development Services (Engineering)

The City of London’s Environmental and Engineering Services Department offers the following comments with respect to the aforementioned Zoning By-Law amendment application:

No comments related to the re-zoning application.

The following items will need to be considered at the time of the future development application:

- Road widening dedication 18.0m from centre line required on Adelaide Street South.
- Formalise access between 220 & 244 Adelaide Street South.

The above comments, among other engineering and transportation issues, will be addressed in greater detail when/if these lands come in for site plan approval.

Urban Design

Urban Design has reviewed the above noted documents and provide the following comments consistent with the Official Plan and applicable by-laws and guidelines:

- If there are proposed alterations to the site move the proposed parking behind the front façade of the building.
- Screen parking area from Adelaide Street South with landscape planting.

Upper Thames River Conservation Authority

The Upper Thames River Conservation Authority (UTRCA) has reviewed this application with regard for the policies in the *Environmental Planning Policy Manual for the Upper Thames River Conservation Authority (June 2006)*. These policies include regulations made pursuant to Section 28 of the *Conservation Authorities Act*, and are consistent with the natural hazard and natural heritage policies contained in the *Provincial Policy Statement (2014)*. The *Upper Thames River Source Protection Area Assessment Report* has also been reviewed in order to confirm whether the subject

lands are located in a vulnerable area. The Drinking Water Source Protection information is being disclosed to the Municipality to assist them in fulfilling their decision making responsibilities under the Planning Act.

Conservation Authorities Act

These lands are not affected by any regulations (Ontario Regulation 157/06) made pursuant to Section 28 of the *Conservation Authorities Act*.

Drinking Water Source Protection

Clean Water Act

The *Clean Water Act* (CWA), 2006 is intended to protect existing and future sources of drinking water. The Act is part of the Ontario government's commitment to implement the recommendations of the Walkerton Inquiry as well as protecting and enhancing human health and the environment. The CWA sets out a framework for source protection planning on a watershed basis with Source Protection Areas established based on the watershed boundaries of Ontario's 36 Conservation Authorities. The Upper Thames River, Lower Thames Valley and St. Clair Region Conservation Authorities have entered into a partnership for The Thames-Sydenham Source Protection Region.

The Assessment Report for the Upper Thames watershed delineates three types of vulnerable areas: Wellhead Protection Areas, Highly Vulnerable Aquifers and Significant Groundwater Recharge Areas. Mapping which identifies these areas is available at: http://maps.thamesriver.on.ca/GVH_252/?viewer=tsrassessmentreport

Provincial Policy Statement (PPS, 2014)

Section 2.2.1 requires that: "*Planning authorities shall protect, improve, or restore the quality and quantity of water by:*

- e) implementing necessary restrictions on development and site alteration to:*
 - 1. protect all municipal drinking water supplies and designated vulnerable areas;*
 - and*
 - 2. protect, improve or restore vulnerable surface and groundwater features, and their hydrological functions."*

Section 2.2.2 requires that "*Development and site alteration shall be restricted in or near sensitive surface water features and sensitive ground water features such that these features and their related hydrologic functions will be protected, improved or restored."*

Municipalities must be consistent with the Provincial Policy Statement when making decisions on land use planning and development.

Policies in the *Approved Source Protection Plan* may prohibit or restrict activities identified as posing a *significant threat* to drinking water. Municipalities may also have or be developing policies that apply to vulnerable areas when reviewing development applications. Proponents considering land use changes, site alteration or construction in these areas need to be aware of this possibility. The *Approved Source Protection Plan* is available at:

<http://www.sourcewaterprotection.on.ca/source-protection-plan/approved-source-protection-plan/>

Recommendation

The UTRCA has no objections to this application.

London Hydro Engineering

London Hydro has no objection to this proposal or possible official plan and/or zoning amendment. Any new or relocation of the existing services will be at the expense of the owner.

Appendix C – Policy Context

The following policy and regulatory documents were considered in their entirety as part of the evaluation of this requested land use change. The most relevant policies, by-laws, and legislation are identified as follows:

Provincial Policy Statement

Policy 1.3.1: Planning authorities shall promote economic development and competitiveness by:

- a) providing for an appropriate mix and range of employment and institutional uses to meet long-term needs;
- b) providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;

Policy 1.3.2.1: Planning authorities shall plan for, protect and preserve employment areas for current and future uses and ensure that the necessary infrastructure is provided to support current and projected needs.

Policy 1.3.2.2: Planning authorities may permit conversion of lands within employment areas to non-employment uses through a comprehensive review, only where it has been demonstrated that the land is not required for employment purposes over the long term and that there is a need for the conversion.

Policy 1.3.2.3: Planning authorities shall protect employment areas in proximity to major goods movement facilities and corridors for employment uses that require those locations.

Policy 4.7: The official plan is the most important vehicle for implementation of this Provincial Policy Statement. Comprehensive, integrated and long-term planning is best achieved through official plans.

Official plans shall identify provincial interests and set out appropriate land use designations and policies. To determine the significance of some natural heritage features and other resources, evaluation may be required.

Official plans should also coordinate cross-boundary matters to complement the actions of other planning authorities and promote mutually beneficial solutions. Official plans shall provide clear, reasonable and attainable policies to protect provincial interests and direct development to suitable areas.

In order to protect provincial interests, planning authorities shall keep their official plans up-to-date with this Provincial Policy Statement. The policies of this Provincial Policy Statement continue to apply after adoption and approval of an official plan.

Official Plan (1989)

Policy 7.1.1: Objectives for All Industrial Designations

- i) Designate sufficient industrial land to accommodate the growth anticipated during the planning period, including an adequate supply of available serviced land and an allowance for sufficient choice in terms of location, size of properties, and servicing requirements.
- ii) Promote an aesthetically pleasing form of development along major road and rail entrances to the City.

- iii) Minimize any potentially adverse impacts from industrial development on surrounding land uses.
- iv) Encourage industrial uses to locate in industrial parks.
 -
- v) Encourage an efficient utilization of land within industrial areas.
 -
- vi) Support the implementation of the City of London Economic Development Strategy. (Clause added by OPA No. 88 - OMB Order No. 2314 - approved 99/12/23)
- vii) Limit non-industrial uses in industrial areas to those that directly support the industrial area. (OPA 578)

Policy 7.1.3: Light Industrial Objectives

- i) Provide for the development and use of industrial lands for a range of activities which are likely to have a minimal impact on surrounding uses.
- ii) Guide the development of older industrial areas in close proximity to residential neighbourhoods for industries which can meet appropriate operation, design and scale criteria.

Policy 7.3.1: Main Permitted Uses

Main permitted uses in the Light Industrial category include: industrial uses that involve assembling, fabricating, manufacturing, processing and/or repair activities; are located within enclosed buildings; require only a limited amount of outdoor storage; and are unlikely to cause adverse effects with respect to air, odour or water pollution, or excessive noise levels. Other types of permitted uses include research and communication facilities; printing and publishing establishments; warehouse and wholesale outlets; technical, professional and business services such as architectural, engineering, survey or business machine companies; service trades; and contractor's shops that do not involve open storage; and, residential and other source recycling facilities subject to the provisions of Section 17.5. Office uses and retail outlets subject to policy 7.5.3. which are ancillary to any of the above uses are also allowed. Zoning on individual sites may not allow for the full range of permitted uses.

Policy 7.3.2: Uses Permitted By Site Specific Zoning

In addition to the uses permitted above, the following uses may be permitted by site specific zoning, subject to the criteria in Section 7.6. Planning Impact Analysis. These uses are not permitted within 300m of any lands zoned for General Industrial (GI) or Heavy Industrial (HI) uses. (OPA 578)

iv) private clubs and commercial recreation establishments; (Clause iv) amended by OPA No. 95 - OMB Order No. 1596 - approved 98/06/25)

v) daycares

Policy 7.8: Planning Impact Analysis

Policy 7.8.1: Purpose

Planning Impact Analysis will be used to evaluate applications for an Official Plan amendment and/or zone change, to determine the appropriateness of a proposed change in land use and to identify ways of reducing any adverse impacts on surrounding uses. Planning Impact Analysis is intended to document the majority of

criteria reviewed by municipal staff through the application review process to assess an application for change. Depending upon the situation, other criteria may be considered.

Policy 7.8.2 Scope of Planning Impact Analysis

Planning Impact Analysis will be undertaken by municipal staff and will provide for participation by the public in accordance with the provisions for Official Plan amendments and/or zone change applications as described in Section 19.12. of this Plan.

General Proposals

i) Where an Official Plan amendment and/or zone change application is for a general change in land use and does not relate to a specific development proposal, or where site specific information on the future development of the site is not required, all or some of the following criteria may be considered:

(a) compatibility of proposed uses with surrounding land uses, and the likely impact of the proposed development on present and future land uses;

(b) the size and shape of the parcel of land on which a proposal is to be located, and the ability of the site to provide adequate services for industrial development;

(c) the supply of vacant land in the area which is already designated and/or zoned for the proposed use;

(d) the location of any proposal for industrial development where there is good access to arterial roads and/or rail lines;

(e) impacts of the proposed change on the transportation system, including transit; and (Clause (e) added by OPA 438 Dec. 17/09)

(f) For non-industrial uses within industrial designations the potential of the proposed uses to deter future industrial development; and, (OPA 578)

(g) Secondary uses which may be considered as sensitive land uses are not to be located within 300m of an area designated General Industrial and are located on either a primary collector or arterial road. (OPA 578)

Site Specific Proposals

ii) Where an Official Plan amendment and/or zone change is for a specific development proposal, or where more site specific detailed information on the type and nature of future development is required, all, or some of the following criteria may be considered:

(a) all of the criteria listed in policy 7.6.1. i) of the Plan;

(b) compliance with Ministry of the Environment standards and guidelines and the City's Waste Discharge By-law, relating to the compatibility of the proposed use with existing uses; and the potential impact of any noise, odour or other emissions on surrounding land uses;

(c) the height, location and spacing of any buildings in the proposed development, and any potential impacts on surrounding land uses;

(d) the extent to which the proposed development provides for the retention of any desirable vegetation or natural features that contribute to the visual character of the surrounding area;

(e) the location of vehicular access points and their compliance with the City's road access policies and Site Plan Control By-law, and the likely impact of traffic generated

by the proposal on City streets, on pedestrian and vehicular safety, and on surrounding properties;

(f) the exterior design in terms of the bulk, scale, and layout of buildings, and the integration of these uses with present and future land uses in the area;

(g) the potential impact of the proposed development on surrounding natural features and heritage resources;

(h) compliance of the proposed development with the provisions of the City's Official Plan and Zoning By-law, Site Plan Control By-law, and Sign Control By-law; and

(i) measures planned by the applicant to mitigate any adverse impacts on surrounding land uses and streets which have been identified as part of the Planning Impact Analysis.

The London Plan

Policy 1110: The Light Industrial Place Type is where industries generating more minimal planning impacts will be permitted. It is appropriate to separate these uses from heavier industrial users, to avoid land use conflicts and to allow for positive industrial environments. It may also be necessary to separate some uses within the Light Industrial Place Type from sensitive land uses on adjacent lands.

Policy 1112: The Commercial Industrial Place Type is where commercial uses will be directed that do not fit well within our commercial and mixed use place types, due to the planning impacts that they may generate. Permitted commercial uses will have a tolerance for planning impacts created by a limited range of light industrial uses which may also be located within this place type. The Commercial Industrial Place Type will be located in automobile and truck dominated environments, away from neighbourhoods and pedestrian-oriented streetscapes.

Policy 1113: We will realize our vision for the Industrial Place Types by implementing the following in all the planning we do and the public works we undertake:

1. Separate heavy and light industrial uses to avoid land use conflicts.
2. Understand the needs and demands of the sectors we hope to attract, and plan for industrial lands in strategically attractive locations.
3. Promote a broad industrial land base in the City of London through the provision of a wide choice of locations, lot sizes, services, and street and rail access in order to accommodate a wide range of target industrial sectors and industrial uses.
4. Extend services in a logical fashion to maximize opportunities while growing in an efficient and cost-effective way.
5. Prepare and implement a long-term industrial land development strategy to invest in servicing, and develop industrial parks that attract industrial enterprises to London.
6. Design and develop industrial parks that have strong amenities for employees and attractive settings for industrial investment.
7. Attract and establish facilities and industrial-related centres of excellence that create a competitive industrial advantage for London and support the growth of industrial sectors.
8. Capitalize upon our proximity to the 401 and 402 highway corridors by providing opportunities for highway frontage and sites that are highly accessible to these highways.

9. In accordance with the Ministry of Transportation's applicable regulations and guidelines, improve the aesthetic quality and character of the Highway 401 and 402 corridors by establishing a plan for theming segments of the corridor, introducing enhanced landscaping in rear yards, and establishing public monuments and public realm enhancements, screening open storage areas and ensuring that future development along these corridors enhances London's image through site layout and building design.
10. Beautify the Veterans Memorial Parkway, creating a strong linkage of industrial opportunity between the airport and Highway 401.
11. Create strong north-south connections on the eastern and western extremities of our city.
12. Protect and enhance London's freight rail services, in collaboration with the relevant railways.
13. Ensure that we do not undermine our critical Downtown office market by allowing for large amounts of non-accessory office development outside of the core – either through large-scale office buildings or through the aggregate of many medium- or small-scale office buildings.
14. Explore ways to coordinate with other municipalities within our southwestern Ontario region to develop mutually beneficial infrastructure that will assist the region as a whole.
15. Keep the majority of commercial uses out of our Heavy and Light Industrial Place Types.
16. Direct commercial uses that do not fit well within our commercial and mixed-use place types to identified Commercial Industrial areas.
17. City Council may prepare a community improvement plan where, in the opinion of Council, one is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social, or community economic development reason.
18. City Council may prepare secondary plans or guidelines that allow for the development of industrial areas in a coordinated fashion.

Policy 1115: The following uses may be permitted in the Light Industrial Place Type:

1. A broad range of industrial uses that are unlikely to impose significant impacts on surrounding light industrial land uses due to their emissions such as noise, odour, particulates and vibration, may be permitted.
2. Industrial uses with large amounts of outdoor storage may not be permitted in the Light Industrial Place Type, dependent upon the character of the surrounding industrial area, specific policies at the end of this chapter, or any applicable guideline documents.
3. Warehouses may be permitted.
4. Small-scale service office uses may be permitted.
5. Accessory office uses of any scale will be permitted.
6. General offices will not be permitted.

7. Uses that are not compatible with light industrial uses will not be permitted, to ensure that there are no encumbrances to the operation of the uses primarily intended for this place type.
8. Service trades and contractors shops may be permitted.
9. The Province's D-series Guidelines will be implemented to ensure that industrial uses and sensitive land uses are not located inappropriately close to one another.
10. The following uses may be permitted only in appropriate locations, subject to a zoning by-law amendment application and full planning analysis:
 - a. Automotive body shops, provided that their location and operation will not detract from the industrial operations of the surrounding area.
 - b. Automobile service stations or gas bars if they are located on a Civic Boulevard.
 - c. To provide convenient services to those who work in the Light Industrial Place Type, small-scale retail and service commercial uses that will not detract from the industrial operations of the surrounding lands may be permitted, up to 1,000m². Uses within these categories that generate high automobile traffic will not be permitted.
 - d. Recycling and composting facilities in conformity with the Diversion - Reducing, Reusing, Recycling, Composting and Recovery policies in the Civic Infrastructure chapter and the Specific Policies for Composting and Recycling Facilities section in this chapter.

Policy 1118: The Commercial Industrial Place Type will accommodate commercial uses that do not fit well within the context of our commercial and mixed-use place types. These commercial uses tend to have a quasi-industrial character, whereby they may be designed with large outdoor storage areas, impound areas with high fences, heavy equipment on-site, or large warehouse components that don't integrate well within streetscapes and neighbourhoods. They may also generate noise, vibration, emissions and other planning impacts beyond those that would be expected within a commercial or mixed-use context.

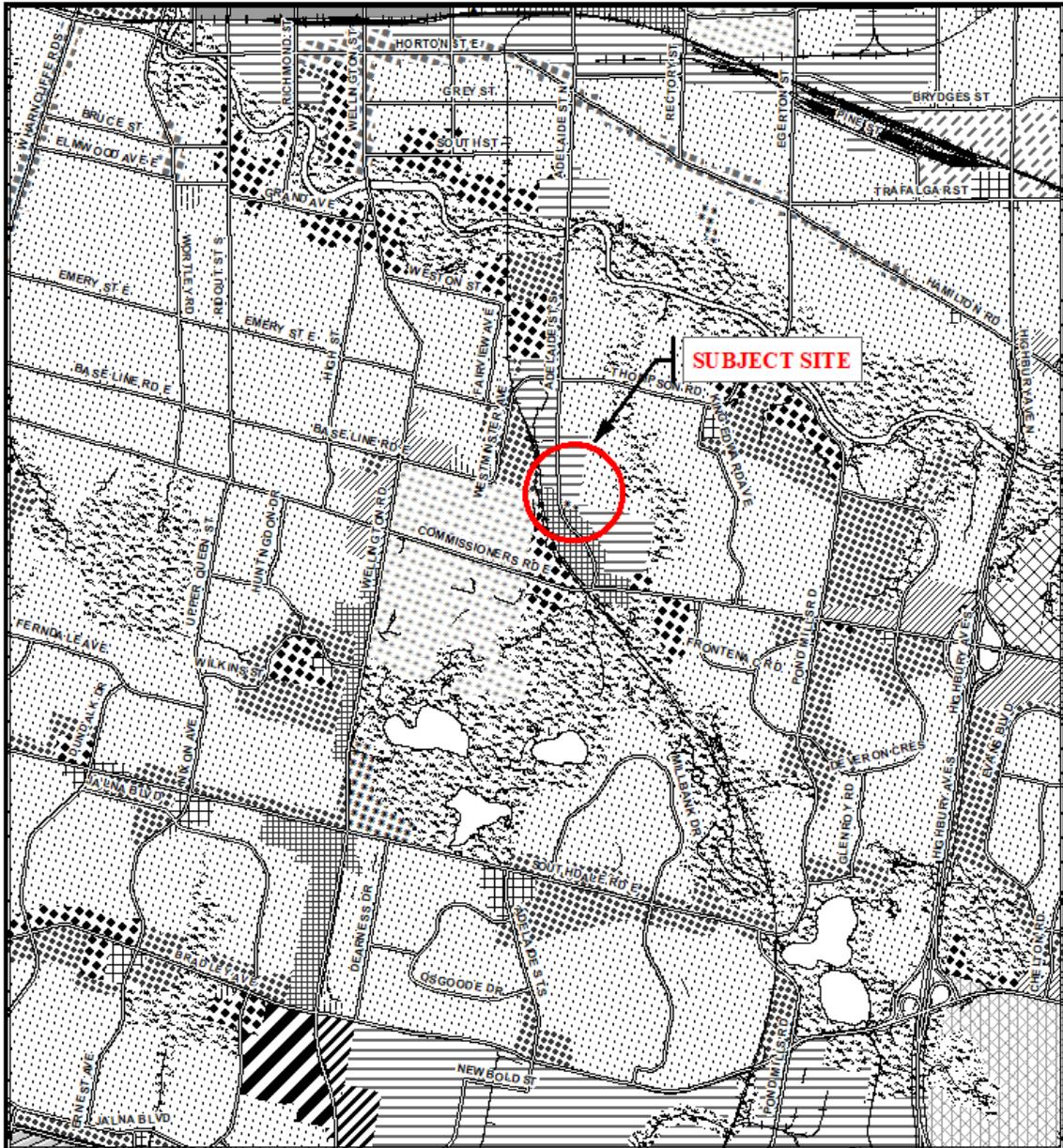
Policy 1119: The following uses may be permitted in the Commercial Industrial Place Type:

1. Commercial uses that do not fit well within the Downtown, Transit Village, Rapid Transit Corridor, Urban Corridor, Shopping Area, and Main Street Place Types due to their planning impacts may be permitted. Such impacts may stem from:
 - a. Large outdoor storage areas.
 - b. Impound areas.
 - c. Large warehouses.
 - d. Storage, display, or parking of heavy equipment.
 - e. Noise, vibration or emission impacts that exceed those that are expected within a commercial context.
 - f. Large volumes of regular truck traffic.
 - g. Large structures that have a negative visual impact, such as domes or large out-buildings.

2. Commercial recreation, places of assembly and places of worship may be permitted where appropriate.
3. Commercial uses intended for the Downtown, Transit Village, Rapid Transit Corridor, Urban Corridor, Shopping Area, and Main Street Place Types will not be permitted.
4. Commercial uses that are sensitive to noise, vibration, emissions, the visual impact of outdoor storage, and the other potential impacts that may be generated by uses in this place type will not be permitted.
5. Self-storage warehouses may be permitted.
6. A very limited amount of small-scale retail and service uses may be permitted in these areas to serve those that work in these place types or surrounding employment areas. Such uses will be located on the periphery of the place type, adjacent to a Civic Boulevard.
7. A limited range of light industrial uses may be permitted that are compatible with the commercial uses permitted in this place type.
8. The Province's D-series Guidelines will be implemented to ensure that the uses permitted in this place type and sensitive land uses are not located inappropriately close to one another.
9. The full range of uses described above will not necessarily be permitted on all sites within the Commercial Industrial Place Type.

Appendix D – Relevant Background

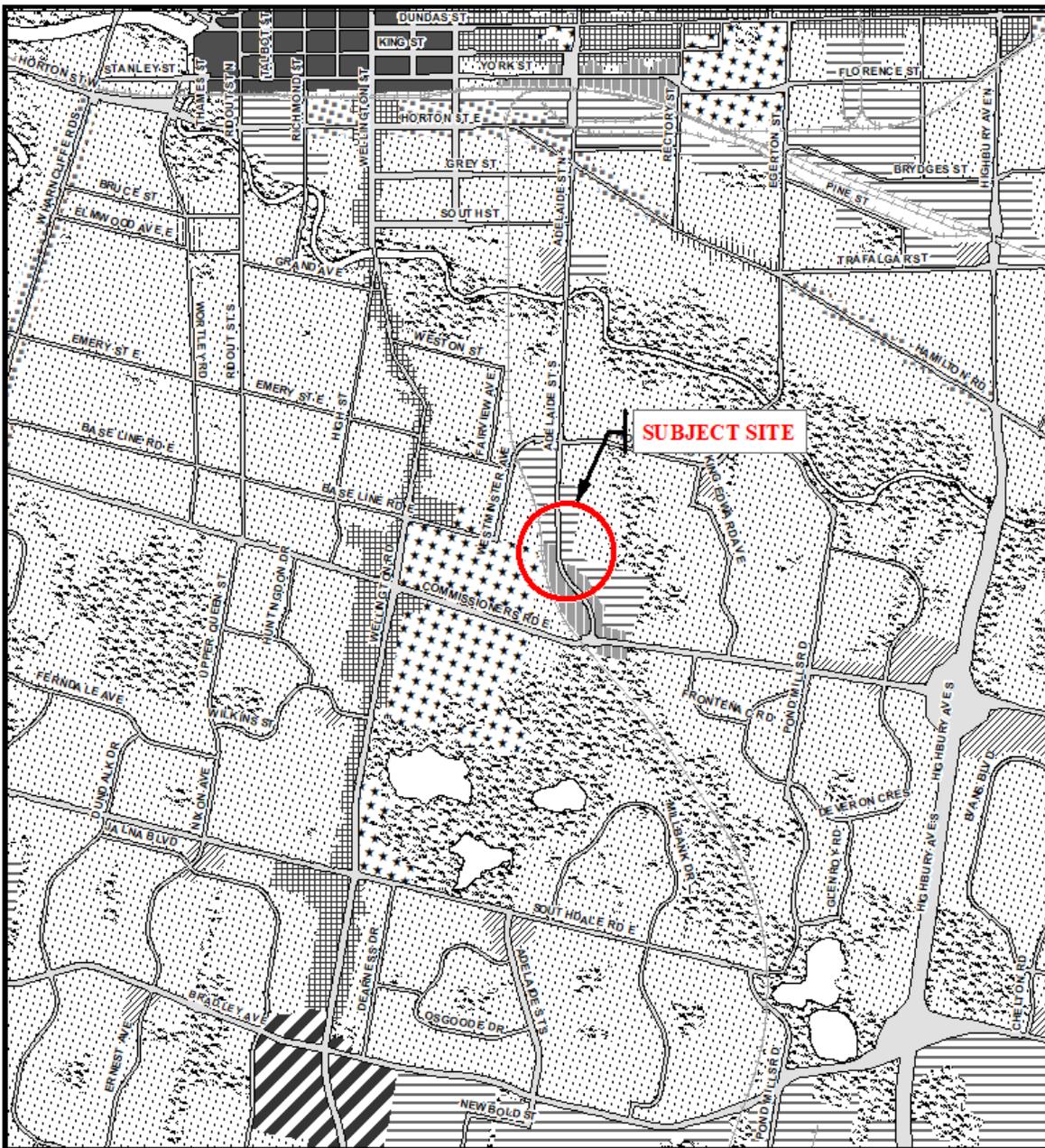
Additional Maps



Legend		
Downtown	Multi-Family, Medium Density Residential	Office Business Park
Wonderland Road Community Enterprise Corridor	Low Density Residential	General Industrial
Enclosed Regional Commercial Node	Office Area	Light Industrial
New Format Regional Commercial Node	Office/Residential	Commercial Industrial
Community Commercial Node	Regional Facility	Transitional Industrial
Neighbourhood Commercial Node	Community Facility	Rural Settlement
Main Street Commercial Corridor	Open Space	Environmental Review
Auto-Oriented Commercial Corridor	Urban Reserve - Community Growth	Agriculture
Multi-Family, High Density Residential	Urban Reserve - Industrial Growth	Urban Growth Boundary

<p>CITY OF LONDON Planning Services / Development Services OFFICIAL PLAN SCHEDULE A - LANDUSE -</p> <p><small>PREPARED BY: Graphics and Information Services</small></p>	 Scale 1:30,000 Meters	<p>FILE NUMBER: Z-8853 PLANNER: MK TECHNICIAN: MB DATE: 2018/01/11</p>
--	------------------------------	---

PROJECT LOCATION: e:\planning\projects\p_officialplan\work\coosol00\excerpts\mod_templates\scheduleA_b&w_8x14_with_SWAP.mxd



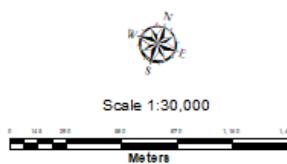
Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhood | Green Space | |

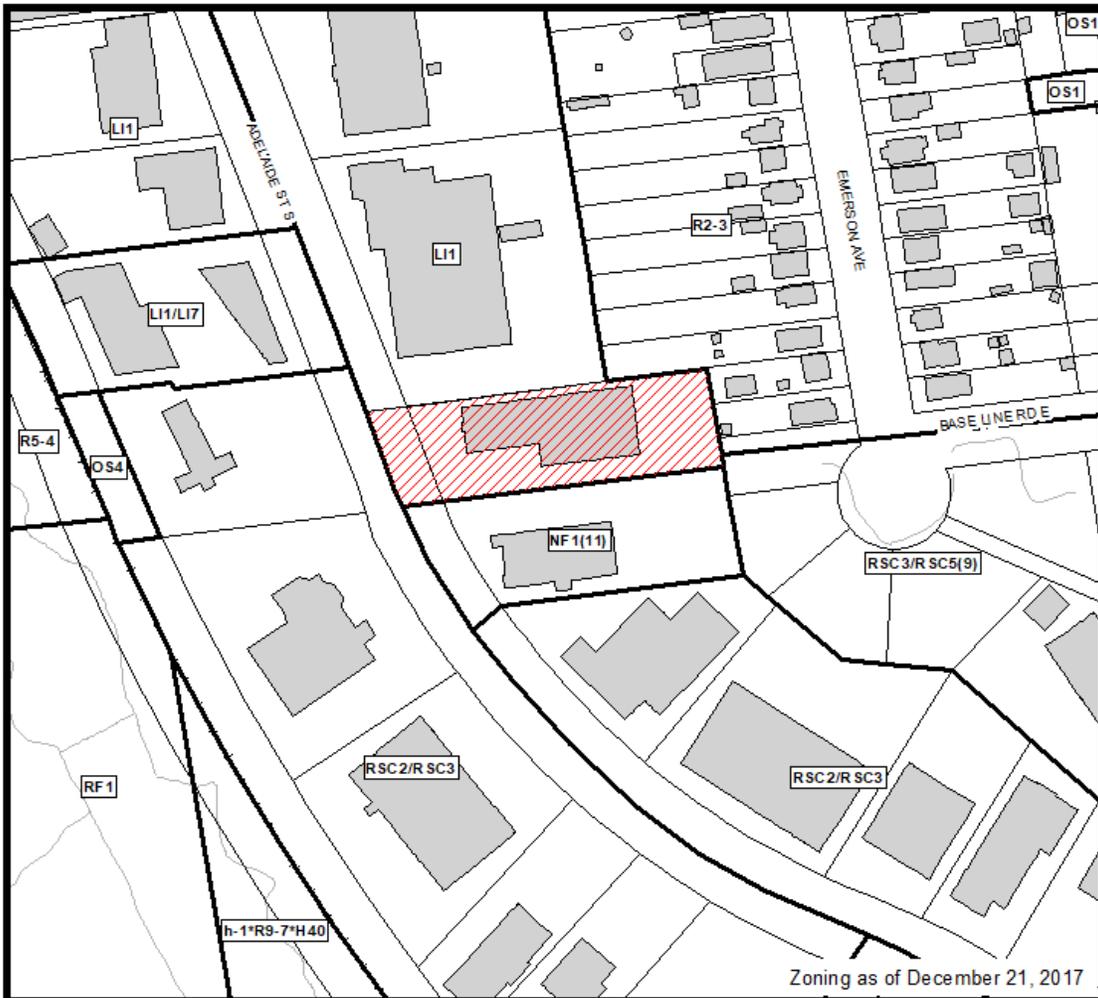
This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.

CITY OF LONDON
 Planning Services /
 Development Services
LONDON PLAN MAP 1
- PLACE TYPES -
 PREPARED BY: Planning Services



File Number: Z-8853
Planner: MK
Technician: MB
Date: January 11, 2018



Zoning as of December 21, 2017

 **COUNCIL APPROVED ZONING FOR THE SUBJECT SITE: L11**

1) **LEGEND FOR ZONING BY-LAW Z-1**

- | | |
|---|-----------------------------------|
| R1 - SINGLE DETACHED DWELLINGS | RF - REGIONAL FACILITY |
| R2 - SINGLE AND TWO UNIT DWELLINGS | CF - COMMUNITY FACILITY |
| R3 - SINGLE TO FOUR UNIT DWELLINGS | NF - NEIGHBOURHOOD FACILITY |
| R4 - STREET TOWNHOUSE | HER - HERITAGE |
| R5 - CLUSTER TOWNHOUSE | DC - DAY CARE |
| R6 - CLUSTER HOUSING ALL FORMS | |
| R7 - SENIOR'S HOUSING | OS - OPEN SPACE |
| R8 - MEDIUM DENSITY/LOW RISE APTS. | CR - COMMERCIAL RECREATION |
| R9 - MEDIUM TO HIGH DENSITY APTS. | ER - ENVIRONMENTAL REVIEW |
| R10 - HIGH DENSITY APARTMENTS | |
| R11 - LODGING HOUSE | OB - OFFICE BUSINESS PARK |
| | LI - LIGHT INDUSTRIAL |
| DA - DOWNTOWN AREA | GI - GENERAL INDUSTRIAL |
| RSA - REGIONAL SHOPPING AREA | HI - HEAVY INDUSTRIAL |
| CSA - COMMUNITY SHOPPING AREA | EX - RESOURCE EXTRACTIVE |
| NSA - NEIGHBOURHOOD SHOPPING AREA | UR - URBAN RESERVE |
| BDC - BUSINESS DISTRICT COMMERCIAL | |
| AC - ARTERIAL COMMERCIAL | AG - AGRICULTURAL |
| HS - HIGHWAY SERVICE COMMERCIAL | AGC - AGRICULTURAL COMMERCIAL |
| RSC - RESTRICTED SERVICE COMMERCIAL | RRC - RURAL SETTLEMENT COMMERCIAL |
| CC - CONVENIENCE COMMERCIAL | TGS - TEMPORARY GARDEN SUITE |
| SS - AUTOMOBILE SERVICE STATION | RT - RAIL TRANSPORTATION |
| ASA - ASSOCIATED SHOPPING AREA COMMERCIAL | |
| OR - OFFICE/RESIDENTIAL | "h" - HOLDING SYMBOL |
| OC - OFFICE CONVERSION | "D" - DENSITY SYMBOL |
| RO - RESTRICTED OFFICE | "H" - HEIGHT SYMBOL |
| OF - OFFICE | "B" - BONUS SYMBOL |
| | "T" - TEMPORARY USE SYMBOL |

CITY OF LONDON

PLANNING SERVICES / DEVELOPMENT SERVICES

**ZONING
 BY-LAW NO. Z.-1
 SCHEDULE A**



FILE NO:
 Z-8853 MK

MAP PREPARED:
 2018/01/11 MB

1:2,000
 0 10 20 40 60 80 Meters

THIS MAP IS AN UNOFFICIAL EXTRACT FROM THE ZONING BY-LAW WITH ADDED NOTATIONS

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee
From: John M. Fleming
Managing Director, Planning and City Planner
Subject: Application By: Steve Pinhal
644 and 646 Huron Street
Public Participation Meeting on: February 20, 2018

Recommendation

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application of Steve Pinhal relating to the property located at 644 and 646 Huron Street:

- (a) the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on March 6, 2018 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, to change the zoning of the subject property FROM a Restricted Office (RO1) Zone, TO a Residential R9 Special Provision (R9-3(____)•H13) Zone.
- (b) the Site Plan Control Approval Authority BE REQUESTED to consider the following design issues through the site plan control approval process:
 - i) the provision of the primary pedestrian entrance on the south façade of any new buildings with frontage on Huron Street;
 - ii) a building design that differentiates the ground floor through the use of pedestrian-scaled elements such as but not limited to, canopies and lighting, alternate window sizes/placement than the floors above;
 - iii) a building design that breaks up the perceived mass of the building through façade articulation (recesses and projections), appropriately scaled windows, the use of high quality materials, and appropriate roof forms and pitches; and
 - iv) investigation by the applicant into whether the Reid Drain storm sewer crossing the property is still active. If the Reid Drain storm sewer is found to be inactive, the Site Plan Control Authority will work with the applicant to consider the possibility of consolidating the proposed two new buildings into one building.
- (c) any future site plan control application for the subject site BE CONSIDERED by the Urban Design Peer Review Panel.

Executive Summary

Summary of Request

The requested Zoning By-law Amendment is to permit the development of two new 3-storey apartment buildings and to retain an existing 2-storey apartment building on the site. A special provision is requested to permit a reduced front yard setback of 2 metres and a reduced interior side yard setbacks of 2 metres. The existing single detached dwelling on 644 Huron Street is proposed to be demolished.

Purpose and Effect of Recommended Action

The purpose and effect of the recommended Zoning By-law Amendment is to permit the development of medium and high-density residential uses, such as apartment buildings, on the property up to a maximum height of 13 metres (approximately 3 or 4 storeys).

The requested special provision to reduce the interior side yard setback to 2 metres has been modified in the recommended Zoning By-law Amendment to increase proportionally with building height to allow greater separation distance between buildings should the adjacent sites redevelop in the future.

Rationale of Recommended Action

Staff have reviewed the requested Zoning By-law Amendment application and, with the revisions incorporated into the recommended Zoning By-law Amendment, the recommendation is consistent with the Provincial Policy Statement and conforms with the existing Official Plan policies as well as the Council-adopted London Plan policies that apply to the site.

The recommended Zoning By-law Amendment will allow for a form of residential intensification that fits within the surrounding context. The recommended special provisions for reduced front yard and interior side yard setbacks would allow for the construction of a building that does not create adverse impacts on its neighbours and helps to create a comfortable pedestrian environment on Huron Street. The recommended Zoning By-law Amendment would bring the permitted uses on the site into greater conformity with the policies of both the Official Plan and The London Plan by permitting residential uses where the present zoning only permits office uses.

Analysis

1.0 Site at a Glance

1.1 Property Description

The subject site is rectangular in shape and is made up of two existing parcels, 644 Huron Street and 646 Huron Street. The subject site has an area of approximately 0.327 hectares. The subject site is currently occupied by a 2-storey single-detached dwelling at 644 Huron Street and a 2-storey apartment building at 646 Huron Street. Both properties have a shared driveway providing access from Huron Street and a shared surface parking lot is located at the rear of both properties.

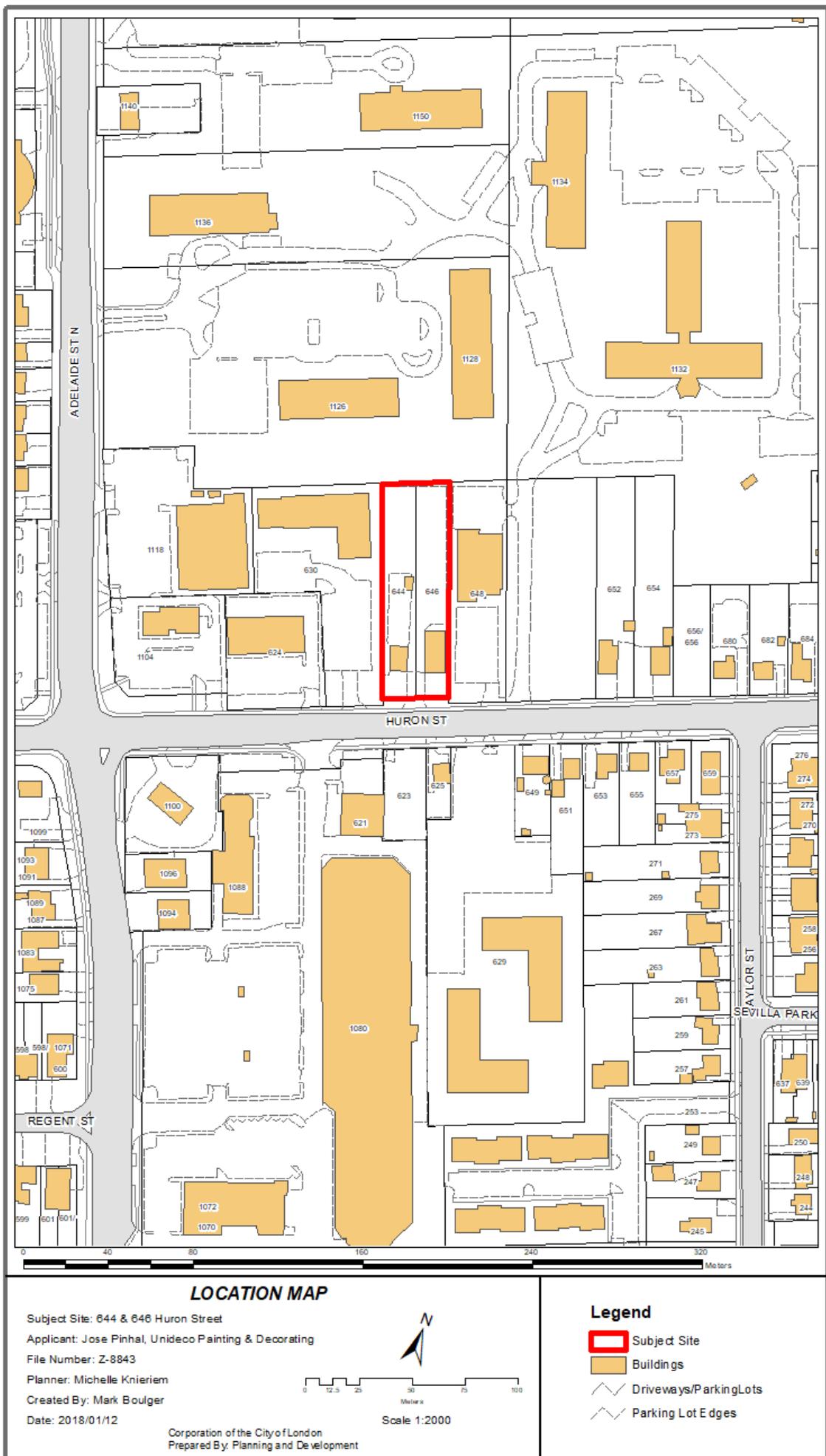


Figure 1: Photo of existing buildings on the site (644 and 646 Huron Street)

1.2 Current Planning Information (see more detail in Appendix D)

- Official Plan Designation – Multi-Family High Density Residential
- The London Plan Place Type – Neighbourhoods on a Civic Boulevard
- Existing Zoning – Restricted Office (RO1) Zone

1.3 Location Map



1.4 Site Characteristics

- Current Land Use – Single-detached dwelling and apartment building
- Frontage – 33.22 metres (108.9 feet)
- Depth – 98.66 metres (323.7 feet)
- Area – 0.327 hectares (0.808 acres)
- Shape – Rectangular

1.5 Surrounding Land Uses

- North – Apartment buildings ranging from 6 to 10 storeys
- East – Emergency care establishment at 648 Huron Street (approved by a Zoning By-law Amendment in 2015); further east is the driveway to the apartments to the north and single detached residential dwellings.
- South – Commercial plaza; 3-storey residential apartment building; 1-storey commercial use within a converted dwelling.
- West – 3-storey apartment building; further east is a commercial plaza.

2.0 Description of Proposal

2.1 Development Proposal

The proposed development contemplates the removal of the existing single-detached house at the southwestern corner of the site and the construction of two new 3-storey low-rise apartment buildings with a maximum height of 13 metres on the southwestern portion of the property. The existing 2-storey low-rise apartment building on the southeastern portion of the property is shown as being retained on the plans provided by the applicant. A total of 32 residential units are proposed by the applicant, which would include the 6 residential units located in the existing 2-storey low-rise apartment building.

Surface parking is proposed to be located on the northern portion of the site, behind the low-rise apartment buildings, with access provided from a driveway onto Huron Street. A total of 47 vehicular parking spaces are proposed (1.47 spaces per unit), which exceeds the Zoning By-law requirement of 1.25 vehicular parking spaces per unit.

A special provision has been requested by the applicant for a front yard setback of 2 metres, which is 6 metres less than the Zoning By-law standard of 8 metres. The applicant has also requested that the special provision include reduced interior side yard setbacks are of 2 metres, which are 2.5 metres less than the Zoning By-law standard of 4.5 metres.

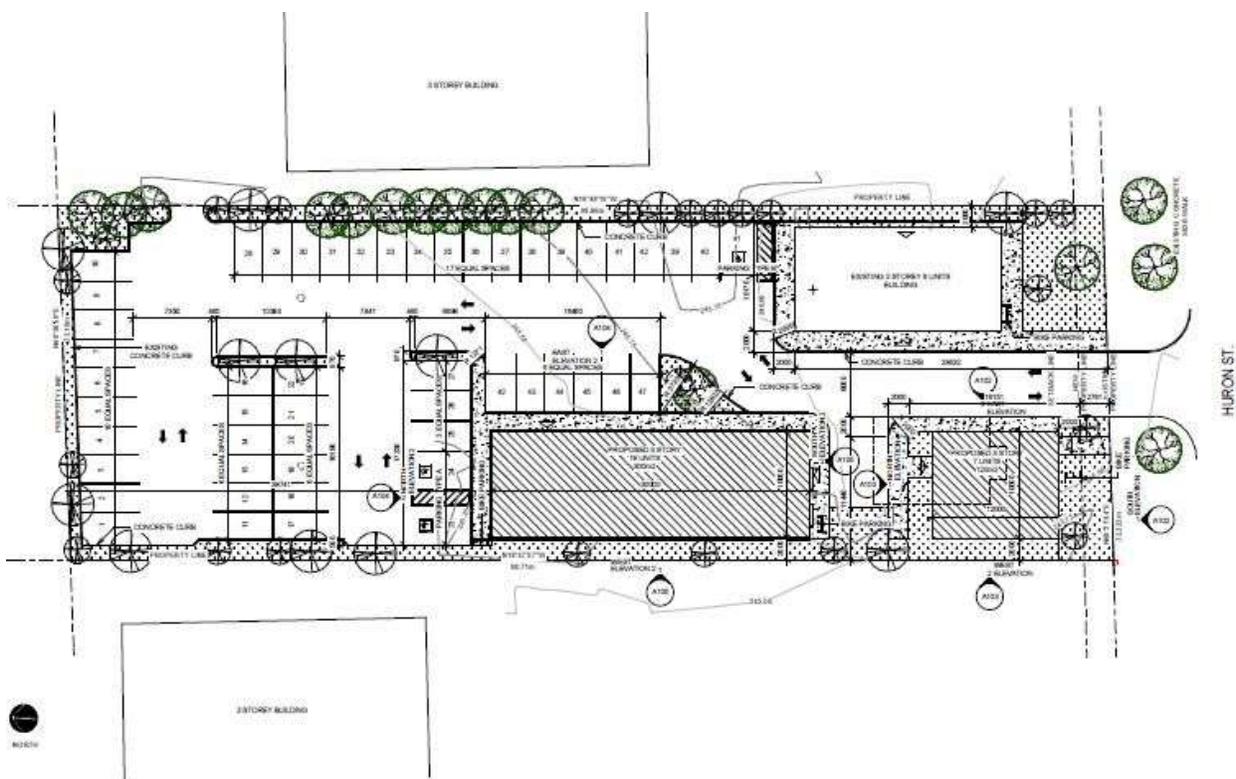


Figure 2: Site Plan submitted by applicant

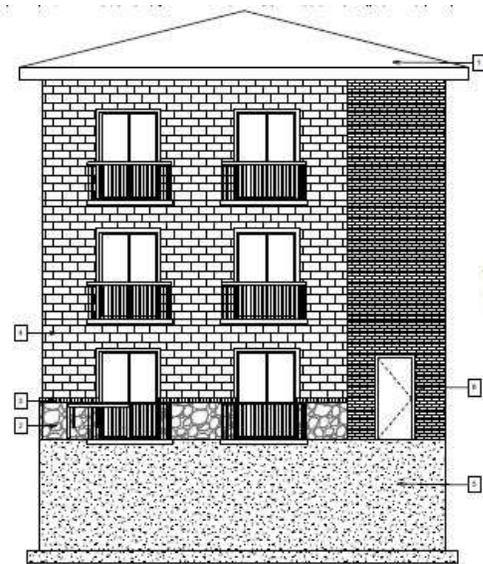


Figure 3: Proposed North Building South Elevation – submitted by applicant

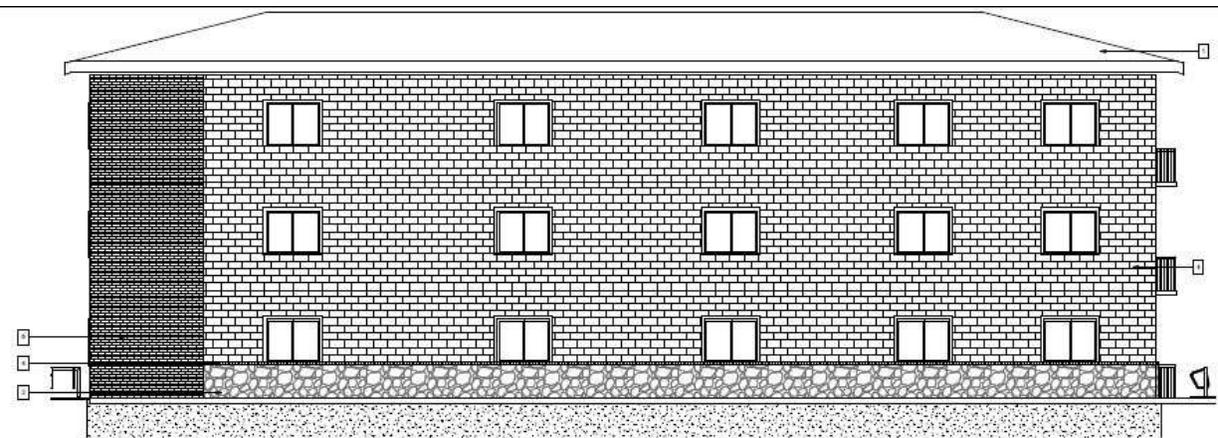


Figure 4: Proposed North Building West Elevation – submitted by applicant

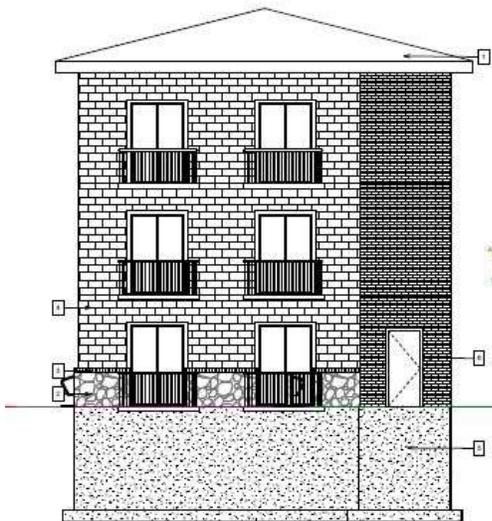


Figure 5: Proposed South Building South Elevation – submitted by applicant



Figure 6: Proposed South Building East Elevation – submitted by applicant

3.0 Relevant Background

3.1 Planning History

An application was approved by the Committee of Adjustment in 2002 (A.159/02) for the subject site at 644 and 646 Huron Street. The application was for an expansion or change to a legal non-conforming use to permit 4 residential uses and 2 doctor's offices in place of 5 existing residential units and 1 doctor's office.

3.2 Requested Amendment

The requested Zoning By-law Amendment is to rezone the site from a Restricted Office (RO1) Zone to a Residential R9 Special Provision (R9-3(____)•H13) Zone. While the current zoning only permits office uses, the requested Zoning By-law Amendment would permit apartment buildings, lodging house class 2, senior citizens apartment buildings, handicapped persons apartment buildings, and continuum-of-care facilities with a maximum height of 13 metres (the applicant has shown 3-storey buildings at this height, but this height could accommodate 4-storey buildings). Office uses would no longer be permitted. The requested special provision is to permit a reduced front yard setback of 2 metres and reduced interior side yard setbacks of 2 metres.

3.3 Community Engagement (see more detail in Appendix B)

A Notice of Application was sent to property owners within a 120 metre radius of the subject site on November 8, 2017 and was published in *The Londoner* on November 9, 2017.

One "Possible Land Use Change" sign was placed on the subject site, fronting onto Huron Street.

As of the date of this report, two community members have contacted Planning Staff community with regards to this application. Concerns expressed included the height of the proposed 3-storey apartment buildings, the potential impact on traffic, and the potential for land use conflicts with the adjacent emergency care establishment at 648 Huron Street. One respondent indicated general support for the project.

3.4 Policy Context (see more detail in Appendix C)

Provincial Policy Statement, 2014

The Provincial Policy Statement (PPS) provides policy direction on matters of provincial interest related to land use planning and development, setting the policy foundation for regulating the development and use of land. The subject site is located within a settlement area as identified in the PPS. The PPS identifies that settlement areas shall be the focus of growth and development, however this intensification is not intended to be uniform (Policy 1.1.3.1, 1.1.3.2). Policy 4.7 states that the Official Plan is the most important vehicle for implementing the PPS.

All decisions of Council affecting land use planning matters are required to be consistent with the PPS.

City of London 1989 Official Plan (“Official Plan”)

The City of London 1989 Official Plan (“Official Plan”) implements the policy direction of the PPS and contains objectives and policies that guide the use and development of land within the City of London. The Official Plan assigns specific land use designations to lands, and the policies associated with those land use designations provide for a general range of permitted uses.

The subject site is located within the “Multi-Family High-Density Residential” land use designation in the Official Plan. Development in the Multi-Family High-Density Residential land use designation is intended to provide multi-family high density uses that enhance the character and amenity of residential areas and be sensitive to the scale and character of adjacent land uses in close proximity to the site (Policy 3.1.4). Densities are generally limited to a maximum of 150 units per hectare, with higher densities permitted in the Downtown and Central London (Policy 3.4.4).

The London Plan

The London Plan is the new Official Plan for the City of London and has been adopted by City Council and approved by the Ministry with modification, but is not yet in-force and effect due to appeals to the Ontario Municipal Board.

The subject site is located within the Neighbourhoods Place Type in the London Plan on a Civic Boulevard (Huron Street). Neighbourhoods Place Types make up the majority of the City Structure’s land area. Each neighbourhood provides a different character and function, giving Londoners abundant choice in affordability, mix, urban vs. suburban character, and access to different employment areas, mobility options, and lifestyles (Policy 917). The London Plan identifies the range of residential uses that are permitted for properties within the Neighbourhoods Place Type on Civic Boulevards, including low-rise apartment buildings (Table 10). For properties within the Neighbourhoods Place Type on a Civic Boulevard, the range of heights that may be permitted on a site is 2 to 4 storeys, with the possibility of up to 6 storeys with bonusing (Table 11). This range of permitted uses and maximum heights will not necessarily be permitted on all sites within the Neighbourhoods Place Type on Civic Boulevards, as proposed developments must fit within its context (Policy 920).

4.0 Key Issues and Considerations

The following provides a summary of the key issues and considerations associated with this application.

4.1 Issue and Consideration # 1: Use

The requested Zoning By-law Amendment is to permit a low-rise apartment building with a maximum height of 13 metres (approximately 3 or 4 storeys) as a permitted use for the subject site. The proposed low-rise apartment use was reviewed to determine if it was appropriate for the subject site. Based on the policies in the Provincial Policy Statement, the Official Plan (1989) and The London Plan, it was determined that the requested low-rise apartment use is an appropriate use for the subject site.

Provincial Policy Statement, 2014 (PPS)

The PPS identifies that healthy and liveable communities are sustained by accommodating a range and mix of residential (including second units, affordable housing, and housing for older persons) uses (Policy 1.1.1(b)). It also identifies that planning authorities shall identify (through their Official Plan) appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated, taking into account existing building stock or areas and the availability of existing or planned infrastructure and public service facilities (Policy 1.1.3.3).

The inclusion of the low-rise apartment building use on the subject site is consistent with the PPS policies about accommodating a range and mix of residential uses and allowing opportunities for intensification as identified by planning authorities.

Official Plan (1989)

The Official Plan supports the provision of a choice of dwelling types according to location, size, affordability, tenure, design and accessibility (Policy 3.1.1 ii). It also supports the distribution of a choice of dwelling types, and designates lands for a range of densities and structure types throughout the City (Policy 3.1.1 vi).

The subject site is designated Multi-Family, High-Density Residential in the Official Plan. This land use designation is intended to accommodate high-density residential uses (Policy 3.1.4). Low-rise apartment buildings are included in the range of permitted uses in the Multi-Family, High-Density Residential designation in the Official Plan (Policy 3.4.1). The requested low-rise apartment building use is appropriate in this location as it fits within the surrounding context which includes a range of dwelling types including low and high-rise apartment buildings.

The current Zoning By-law permissions on the site under the Restricted Office (RO1) Zone limit the permitted uses on the site to office uses and medical/dental office uses. No residential uses are permitted on the subject site based on the existing zoning. The proposed low-rise apartment use that would be permitted by the Zoning By-law Amendment conforms to the Official Plan, and is considered a primary permitted use within the designation whereas the existing office uses are considered secondary uses.

The London Plan

The subject site is within the Neighbourhoods Place Type in the London Plan and fronts on a Civic Boulevard (Huron Street). The range of permitted uses for the Neighbourhoods Place Type on a Civic Boulevard includes low-rise apartment buildings, with heights between 2 and 4 storeys, with heights up to 6 storeys through the application of bonusing (Table 11). The London Plan identifies that these heights and range of permitted uses are not appropriate on all properties within this place type on Civic Boulevards, as development must fit with the surrounding context (Policy 920).

The requested low-rise apartment building use is within the range of permitted uses for the site in The London Plan and is appropriate for the site as it fits with the surrounding area, which includes a mixture of low and high-density residential uses.

4.2 Issue and Consideration # 2: Form - Height

The requested Residential R9 (R9-3) Zone requires that a maximum height be specified in the Zoning By-law for individual sites.

The applicant has requested a maximum height of 13 metres, which would allow the applicant to construct a 3 to 4 storey building. This requested height is appropriate for the context and it is recommended that a maximum height of 13 metres be permitted by the Zoning By-law.

Provincial Policy Statement, 2014 (PPS)

The Provincial Policy Statement identifies that municipalities shall identify (through the Official Plan) appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated, taking into account existing building stock or areas (Policy 1.1.3.3). The proposed development is on a site that Official Plan policies identify as being suitable to accommodate high-density residential development at the height requested in this application, as further detailed below.

Official Plan (1989)

The Multi-Family High Density Residential land use designation has the objective of promoting the design of multi-family, high density residential developments that are sensitive to the scale and character of adjacent land uses. Development is encouraged to provide a transition in scale between new development and the existing built fabric of adjacent properties (Policy 3.4.3). Development should also not affect the amenity of

adjacent residential areas in terms of traffic, access to sunlight and privacy (Policy 3.4.3).

The requested height of 13 metres, which would allow a 3 or 4 storey building, is appropriate within the context and conforms to the Official Plan. The surrounding area includes a number of low and high-rise apartment buildings, including 6 to 10 storey apartment buildings to the north of the subject site, a 3 storey apartment building to the west of the subject site, and a 3 storey apartment building to the south of the subject site. The requested height that would allow the development of a 3 to 4 storey building fits in with the existing built fabric of adjacent properties and the requested height is not expected to adversely affect adjacent residential areas.

The London Plan

The subject site is within the Neighbourhoods Place Type on a Civic Boulevard. The range of permitted heights for properties designated Neighbourhoods on a Civic Boulevard is 2 to 4 storeys, and up to 6 storeys with bonusing (Table 11). The London Plan identifies that this full range of permitted heights may not be appropriate on all sites, as development must be appropriate within the context of the neighbourhood (Policy 920).

In the instance of the subject site, the requested low-rise apartment use fits within the context, and the requested height of 13 metres could accommodate up to 4 storeys and is appropriate for the subject site. Three storey low-rise apartment buildings are located to the south and east of the subject site. North of the subject site are apartment buildings ranging in height from 6 to 10 storeys. The requested low-rise apartment building with a maximum height of 13 metres (approximately 3 to 4 storeys) is appropriate for the subject site and fits within the surrounding context.

4.3 Issue and Consideration # 3: Form – Front Yard Setback

The applicant has requested a special provision to reduce the front yard setback to a minimum of 2 metres, where 8 metres would be required under the standard Residential R9 (R9-3) Zone.

It is recommended that the Zoning By-law include this special provision to reduce the front yard setback to a minimum of 2 metres, however with an added requirement that there be a maximum front yard setback of 4 metres to ensure that any future development is constructed closer to the street in order to improve the relationship between the proposed development and pedestrians on Huron Street.

Provincial Policy Statement, 2014 (PPS)

The Provincial Policy Statement identifies that long-term economic prosperity should be supported by encouraging a sense of place and promoting a well-designed built form (Policy 1.7.1 (d)) The requested reduction in front yard setback is consistent with this policy as a reduced front yard setback helps to improve the relationship between a building and pedestrians on the sidewalk by providing a sense of enclosure which creates a comfortable pedestrian environment and by providing greater visibility from the building onto the street which improves pedestrian safety.

Official Plan (1989)

The Official Plan (1989) identifies that new development should include street-oriented features that provide for the enhancement of the pedestrian environment (Policy 11.1 viii). Allowing for a reduced front yard setback for the proposed development improves the relationship between the building and the street, enhancing the pedestrian environment.

The London Plan

The London Plan includes the policy that buildings should be sited with minimal setbacks from public rights-of-way and public spaces to create a street wall/edge and

establish a sense of enclosure and a comfortable pedestrian environment (Policy 259). Permitting a reduced front yard setback for the subject site is consistent with this policy direction and will help to improve the relationship between the proposed development and the pedestrian environment on Huron Street.

Along with the requested 2 metre minimum front yard setback, the recommended Zoning By-law Amendment also includes in the special provision a maximum front yard setback of 4 metres to help ensure the building has a minimal setback to the Huron Street sidewalk to help ensure a comfortable pedestrian environment.

Urban Design Peer Review Panel Comments

When the proposed development was reviewed by the Urban Design Peer Review Panel, the Urban Design Peer Review Panel identified a concern with the requested reduction in front yard setback, as it was not consistent with the extensive, wide front yard setbacks that are characteristic of many other properties on Huron Street.

While many properties on Huron Street currently do exhibit extensive front yard setbacks, the policies in The London Plan will help to guide future development to reduced front yard setbacks similar to what is being requested by the applicant. The requested front yard setback is expected to fit with the future context of the area and will help to activate Huron Street.

4.4 Issue and Consideration # 4: Form – Interior Side Yard Setback

The applicant has requested a special provision for a reduced minimum interior side yard setback of 2 metres, where the Residential R9 (R9-3) Zone standard would be 4.5 meters based on the requested 13 metre height.

Staff have concerns with this requested special provision for a building with a height of 13 metres and the potential for impacts on the adjacent properties, should these properties redevelop in the future. It is recommended that the side yard setback be a minimum of 2 metres with an additional metre required for every storey above the third storey.

Provincial Policy Statement, 2005 (PPS)

The Provincial Policy Statement promotes intensification and redevelopment in appropriate locations (Policy 1.1.3.3). The Provincial Policy Statement identifies that appropriate development standards should be promoted that facilitate intensification, redevelopment, and compact form, while avoiding or mitigating risks to public health and safety (Policy 1.1.3.4).

The requested Zoning By-law Amendment would reduce the interior side yard setback to 2 metres. Should an adjacent property redevelop in the future and should the applicant for that property seek the same standard for a reduced interior side yard setback, this would lead to issues of access to sunlight and privacy.

Official Plan (1989)

The Official Plan identifies that development of a site for high-density residential uses should not adversely affect adjacent residential uses in terms of traffic, access to sunlight and privacy (Policy 3.4.3).

The Official Plan also identifies that in reviewing the design and positioning of new buildings, access to sunlight for adjacent properties should be maximized (Policy 11.1.1 ix). The design and positioning of new buildings should also minimize the loss of privacy for adjacent residential properties (Policy 11.1.1 xiv).

The requested reduced interior side yard setbacks do not conform to these objectives, especially if the possibility of the future development of adjacent sites is considered. The provision of appropriate interior side yard setbacks is necessary to allow for separation distance between buildings, to achieve privacy and natural light for building

residents. This is especially problematic if the primary windows of any future development face into these side yards, which is the case for the proposed development based on the building elevations provided by the applicant. The need for interior side yard setback also increases as the height of a building increases to allow for sunlight and for building maintenance should ladders or other equipment be required to be positioned in the side yard.

The Zoning By-law amendment that is being recommended by Staff modifies the requested side yard setbacks, such that a minimum 2 metre side yard setback would be permitted for buildings constructed on the site up to 3 storeys with an additional 1 metre setback for each storey above the third storey. This helps to ensure that any building constructed on the site would allow for appropriate access to sunlight and privacy for residents, should the adjacent sites be redeveloped in the future. This Zoning By-law standard would also allow the existing 2-storey building on the eastern portion of the property, that is shown as being retained in the plans provided by the applicant, to be in compliance with the Zoning By-law, as the 2-storey building is setback 2 metres from the eastern property line.

While this is a greater side yard setback than is being requested by the applicant, it is still lower than the Zoning By-law standard for a Residential R9 (R9-3) Zone that requires an interior side yard setback of 1.2 metres per 3 metres of building height or fraction thereof, but in no case less than 4.5 metres, which would result in a required minimum interior side yard setback of 5.2 metres.

The London Plan

The London Plan requires that site layouts should be designed to minimize and mitigate impacts on adjacent properties (Policy 253). Potential impacts on adjacent and nearby properties from a new development also need to be managed and mitigated, such as loss of privacy and shadowing (Policy 1578).

The requested special provision for reduced interior side yard setbacks of 2 metres does not sufficiently minimize and mitigate impacts on adjacent properties including privacy and shadowing for a building constructed with a height of 13 metres. The recommended Zoning By-law special provision is intended to allow for the potential impacts on adjacent properties to be mitigated, should those properties also be redeveloped with reduced interior side yard setbacks.

4.5 Issue and Consideration # 5: Form – Site Development

Through the review of the application a number of the comments received about the proposed development from Staff and the Urban Design Peer Review Panel were matters concerning the detailed development of the site that are to be resolved at the time of a Site Plan Application. These matters, if addressed, would greatly improve the functionality of the site and relationship between the proposed development and the surrounding context (see Appendix “B”). Included in the Staff recommendations is that these matters be considered through the Site Plan Control Approval process:

- i) The provision of the primary pedestrian entrance on the south façade of any new buildings with frontage on Huron Street;
- ii) A building design that differentiates the ground floor through the use of pedestrian-scaled elements such as but not limited to, canopies and lighting, alternate window sizes/placement than the floors above;
- iii) A building design that breaks up the perceived mass of the building through façade articulation (recesses and projections), appropriately scaled windows, the use of high quality materials, and appropriate roof forms and pitches; and
- iv) Investigation by the applicant into whether the Reid Drain storm sewer crossing the property is still active. If the Reid Drain storm sewer is found to be inactive, the Site Plan Control Authority will work with the applicant

to consider the possibility of consolidating the proposed two new buildings into one building.

These matters focus the design of the proposed development and site and would help to improve the visual appearance of the development, activating Huron Street, and improving site layout. Addressing these matters through the Site Plan Control Approval process will help to implement the intent of the recommending zoning amendment and ensure that the subject site is developed in such a way that conforms to Official Plan urban design objectives, improves the functionality of the site, and better integrates the proposed development to the surrounding neighbourhood.

Other matters that will also help to ensure site functionality and improve the quality of life for both existing and future residents, such as landscaping and the location of garbage storage, are standard matters that will be considered through the Site Plan Control application process.

Provincial Policy Statement, 2014 (PPS)

The Provincial Policy Statement identifies that appropriate development standards should be promoted that facilitate intensification, redevelopment, and compact form, while avoiding or mitigating risks to public health and safety (Policy 1.1.3.4). The recommendation that the above-noted matters be addressed through the Site Plan Control Approval process will help to improve public health and safety by allowing for a more functional site design, in the Reid Drain storm sewer is found to be inactive, and by improving the relationship and visibility of the proposed development to pedestrians on the sidewalk.

The Provincial Policy Statement also indicates that long-term economic prosperity should be supported by encouraging a sense of place and promoting a well-designed built form (Policy 1.7.1 (d)). The above-noted matters that are recommended to be considered by the Site Plan Control Approval Authority will help to ensure a well-designed built form that contributes to the public realm and creates a sense of place for residents and others in the community.

Official Plan (1989)

The Official Plan outlines various urban design principles that shall be promoted in the preparation and review of development proposals. This includes the use of high design standards (Policy 11.1.1). The matters to be considered in the Site Plan Control Approval process would help to ensure that these urban design principles are incorporated into the proposed development.

The London Plan

The London Plan identifies a number of urban design objectives. The London Plan identifies that site layout should be designed to minimize and mitigate impacts on adjacent properties (Policy 252). Buildings must also be designed to fit within their context (Policy 1578). The recommendations to the site plan control approval authority include matters such as improved building design and improved site layout. These matters are intended to better help the proposed development fit within its context and minimize impacts on nearby properties.

The London Plan identifies that buildings should be designed to face the public right-of-way to reinforce the public realm and establish an active frontage (Policy 291). The recommended matters to be considered through the Site Plan Application include various design measures to improve the relationship between the proposed development and pedestrians on Huron Street. Implementing these measures will help to create a comfortable sidewalk for pedestrians on Huron Street.

Urban Design Peer Review Panel

The Urban Design Peer Review Panel considered the proposed development at its meeting of November 15, 2017. The Urban Design Peer Review Panel identified a

number of concerns with the proposed development, primarily with regard to site design. The recommended direction to the Site Plan Control Approval Authority would help to address many of these comments, and the other comments would be reviewed through the Site Plan Control application process. It is also recommended that the proposed development return to the Urban Design Peer Review Panel at the time of the Site Plan Control application.

The below table provides an overview of the comments provided by the Urban Design Peer Review Panel and how they are addressed through the recommendations in this report or would be addressed through the Site Plan Control approval process:

Table 1 – Urban Design Peer Review Panel comments and responses:

Urban Design Peer Review Panel comment	How it will be addressed
There is an established character in the immediate area that includes extensive soft landscaping, wide front yard setbacks, and passive green space. The proposal does not reflect or reinforce this character.	The recommended setback is compatible with the planned vision for the Place Type and will help to activate the street. Landscape materials will be reviewed as part of the Site Plan Application.
No compelling argument presented as to why the front yard setback is being challenged by placing building closer to the street. The general approach to the siting and organization of buildings on the site does not appear to follow any clear rationale.	The placement of buildings closer to the street is consistent with policies in the Official Plan and The London Plan to activate the street. It is consistent with the planned vision for the place type and is expected to be the future development pattern on Huron Street.
Consider consolidating the two new buildings into one building.	The Reid Drain storm sewer bisects the property, and it is not known whether this storm sewer is still active. The report recommends that, in the event the Reid Drain storm sewer is found to be inactive, the Site Plan Control Approval Authority will work with the applicant to consider the possibility of consolidating the proposed two new buildings into one building.
The general intent of intensification on an existing apartment building site should be to ensure that the proposal reflects an improvement for existing residents. It is not clear how the proposal represents an improvement over existing site conditions.	Direction to the Site Plan Control Approval Authority is recommended regarding the building and site design which will enhance the quality of the site for new and existing residents.
There is a substantial proportion of hard surfaces and parking areas. Consider replacing hard surfaces with soft landscaping to enhance the visual appearance of the proposal and to reduce potential stormwater impacts.(Consider a flat roofed scheme to better blend with neighbours and to retain water)	This is a matter that will be reviewed as part of any future Site Plan Control Application.
Internal pedestrian connections through the subject site should be setback from any new buildings by soft landscaping to minimize direct views into the building	This is a matter that will be reviewed as part of any future Site Plan Control Application.
The provision of soft landscaping in a large, consolidated area may be considered a benefit for use by existing and future residents as an outdoor amenity area.	This is a matter that will be reviewed as part of any future Site Plan Control Application.

Very wide drive aisles. Consider reducing these to 6.0 metres to recover some soft landscaping areas.	This is a matter that will be reviewed as part of any future Site Plan Control Application.
The proposal as presented is unresolved. It is recommended that a revised proposal be presented to the Urban Design Peer Review Panel prior to a rezoning application for the site advancing to Council for consideration.	The concerns identified by the Urban Design Peer Review Panel primarily focused on matters that will be addressed as part of any future Site Plan Control Application process. It was determined that it would be most impactful for the proposal to return to the Urban Design Peer Review Panel as part of any future Site Plan Control Application. This is included in the recommendations of this report.
Strongly consider investigating the crossing storm pipe to see if still in use.	The report recommends that the Site Plan Control Approval Authority require the applicant to review whether the Reid Drain storm sewer crossing the property is still in use.
Garbage should be kept away from amenity areas.	This is a matter that will be reviewed as part of any future Site Plan Control Application.
The design is a hodge-podge of materials and colours. Bedrooms are undifferentiated from living spaces, entries are unprotected. Roof a poor match for the design. Very poor relationship of building interior uses and exterior uses (eg parking in front of windows)	Direction to the Site Plan Control Approval Authority has been recommended regarding the building and site design.
Recommend leveraging adjacent transit, shopping and personal services available to pedestrians within 800m of proposed development. This could equate to a reduction in the number of parking spaces provided, in turn allowing for more outdoor amenity space.	Outdoor amenity space will be reviewed as part of any future Site Plan Control Application. The parking rates proposed are consistent with the Zoning By-law.

4.6 Issue and Consideration # 6: Intensity

The requested Zoning By-law Amendment is to permit 32 residential units on the subject site, which would result in a density of 97 dwelling units per hectare. This density is appropriate for the subject site and consistent with municipal and provincial policies for residential intensification.

Provincial Policy Statement, 2014 (PPS)

The Provincial Policy Statement promotes residential intensification on appropriate sites within settlement areas, such as the City of London, in order to promote efficient development and land use patterns (Policy 1.1.1, 1.1.3.1). The Provincial Policy Statement indicates that municipalities shall identify appropriate locations for intensification and redevelopment, where it can be accommodated taking into account the existing building stock (Policy 1.1.3.3). The Official Plan is identified as the most important vehicle for implementing the Provincial Policy Statement.

The requested Zoning By-law Amendment represents a form of residential intensification, and is in a location that has been identified as appropriate for residential intensification through the Official Plan.

Official Plan (1989)

The subject site is located within the Multi-Family, High-Density Residential land use designation in the Official Plan. Multi-Family High-Density Residential land use designations are intended to accommodate the highest densities of any residential land

use designation. Net densities are generally less than 150 units per hectare for properties located outside of the downtown (Policy 3.4.3).

The requested Zoning By-law Amendment would permit 32 residential units on the subject site resulting in a density of 97 dwelling units per hectare. This is within the range of densities that are considered appropriate for properties designated Multi-Family, High-Density Residential. The proposed development fits within its context and the quantity of units proposed is consistent with a density that would be appropriate for a property designated Multi-Family High Density Residential.

The London Plan

The London Plan places an emphasis on growing “inward and upward” to achieve a compact form of development. It places a greater emphasis on encouraging and supporting growth within the existing built up area of the City, rather than greenfield development (Policy 79). There is a target that 45% of all new residential development will be within the existing built-up area of the City (Policy 81). Residential intensification in the form of infill development on vacant and underutilized lots will be supported, subject to the other policies of The London Plan (Policy 80).

The London Plan does not include density limits in units per hectare, rather it provides maximum height as a measure of intensity. In this instance, the range of permitted heights for the subject site as outlined in The London Plan is 2 to 4 storeys, with up to 6 storeys possible with bonusing. The requested amendment would permit a height of 13 metres and could accommodate a 3 or 4 storey building. A building of this height is anticipated to fit within its context (see Issue #2 – Height for more information), as such the proposed intensity is appropriate for the subject site.

More information and detail is available in Appendix B and C of this report.

5.0 Conclusion

The recommended Zoning By-law Amendment represents a minor modification to the requested amendment by requiring greater interior side yard setbacks than requested while allowing for the construction of a development that fits within its context. The recommended Zoning By-law Amendment would allow for a development that is consistent with the Provincial Policy Statement, and conforms with both the Official Plan and The London Plan.

The recommended Zoning By-law includes height permissions and setbacks that would allow for a development that has a height that fits within its context, interior side yard setbacks that do not adversely affect neighbouring properties, and a front yard setback that would create a positive relationship between the development and pedestrians on Huron Street. The recommended Zoning By-law Amendment is consistent with the Official Plan and The London Plan as it would allow residential uses which are primary permitted uses on the site in both the Official Plan and The London Plan whereas the existing zoning permits a range of secondary uses. Additionally, the recommended interior side yard setback would recognize the existing condition on the eastern property line.

The recommended matters to be considered through the Site Plan Control Approval process will help to facilitate a development that fits within its context, improves the pedestrian experience on Huron Street, and provides important amenity to residents on the site.

Prepared by:	Michelle Knieriem, MCIP, RPP Planner II, Current Planning
Submitted by:	Michael Tomazincic, MCIP, RPP Manager, Current Planning
Recommended by:	John M. Fleming, MCIP, RPP Managing Director, Planning and City Planner

February 8, 2018
MT/mt

Y:\Shared\implemen\DEVELOPMENT APPS\2017 Applications 8723 to\8843Z - 644 - 646 Huron St (MK)\644 Huron Street PEC report Feb 5

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 644 and 646 Huron Street.

WHEREAS Steven Pinhal has applied to rezone an area of land located at 644 and 646 Huron Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 644 and 646 Huron Street, as shown on the attached map comprising part of Key Map No. A103, from a Restricted Office (RO1) Zone to a Residential R9 Special Provision (R9-3()•H13) Zone.
- 2) Section Number 13.4 c) of the Residential R9 (R9-3) Zone is amended by adding the following Special Provision:

R9-3() 644 and 646 Huron Street

a) Regulations:

- | | | |
|------|---|---|
| i) | Front Yard Setback
(Minimum and Maximum) | 2 metres (6.5 feet) to a maximum of 4 metres (13.1 feet). |
| ii) | Interior Side Yard Setback
(Minimum) | 2 metres (6.5 feet) plus 1 additional metre for each storey above the third storey. |
| iii) | Height
(Maximum) | 13 metres (42.6 feet). |

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

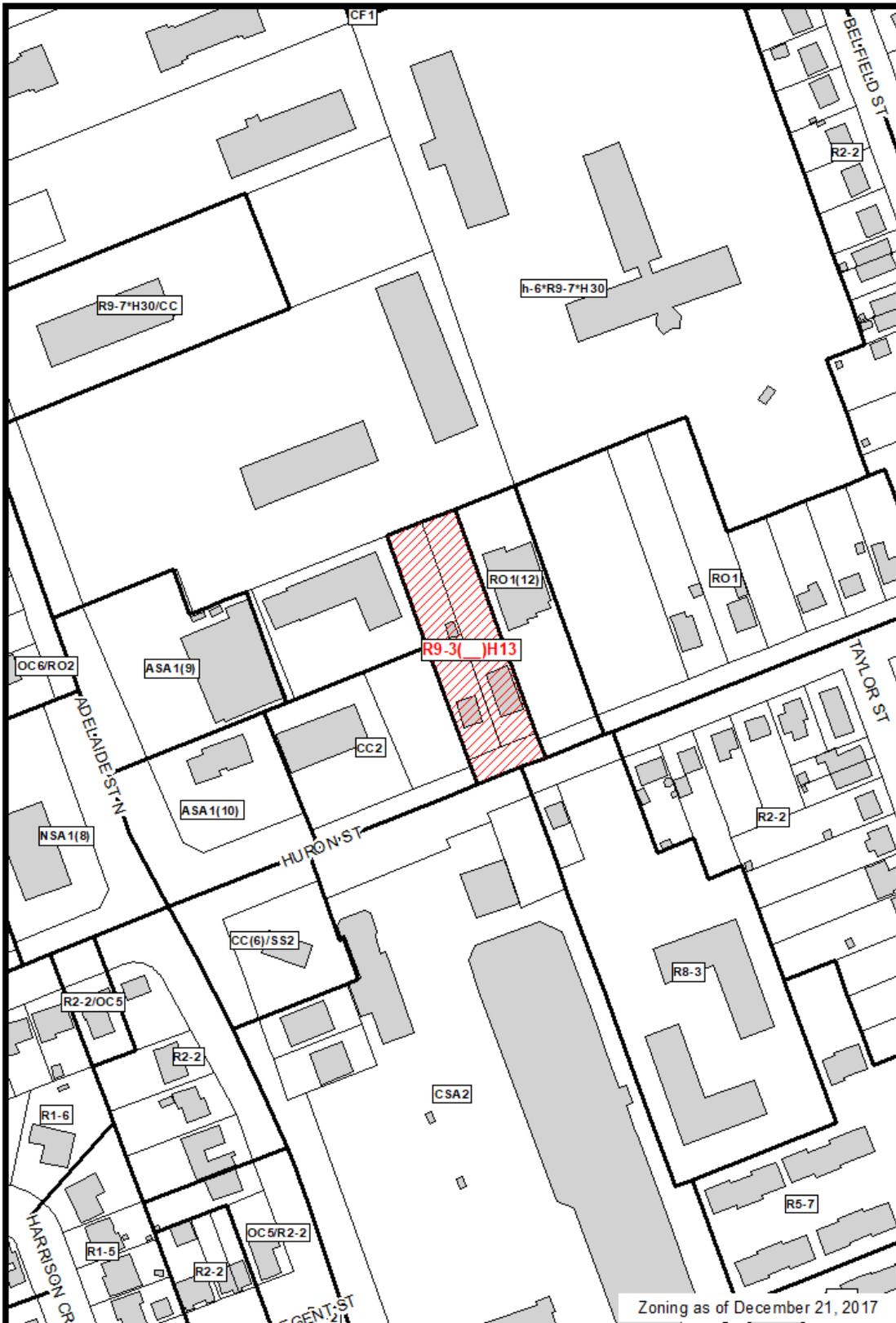
PASSED in Open Council on March 6, 2018.

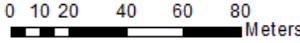
Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-8843 Planner: MK Date Prepared: 2018/01/12 Technician: MB By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p> Meters</p> <p></p>
--	--

Geotitlesbase

Appendix B – Public Engagement

Community Engagement

Public liaison: On November 8, 2017 a Notice of Application was sent to 26 property owners in the surrounding area. Notice of Application was also published in the *Public Notices and Bidding Opportunities* section of *The Londoner* on November 9, 2017. A “Planning Application” sign was also posted on the site.

Two replies were received.

Nature of Liaison: Change Zoning By-law Z.-1 from a Restricted Office (RO1) Zone which permits office uses, to a Residential (R9) Special Provision Zone (R9-3(____)•H13m) which permits apartment buildings, lodging housing class 2, senior citizens apartment buildings, handicapped persons apartment buildings, and continuum-of-care facilities, up to a maximum height of 13 metres. The special provision is to allow for decreased minimum front and side yard setbacks of 2 metres.

Responses: A summary of the various comments received include the following:

Concern for:

1) *The requested height permission.*

There was a comment that the height being proposed by the applicant was too tall for the surrounding area.

2) *The potential increase in traffic.*

There was a concern that the proposed development would add additional traffic to the area.

3) *The potential for conflicts with the adjacent emergency care establishment at 648 Huron Street.*

There was a concern that the proposed development would remove parking from the adjacent emergency care establishment at 648 Huron Street and the possible impact on tenants of the proposed development if ambulances were to arrive in the future at the emergency care establishment at 648 Huron Street.

Responses to Public Liaison Letter and Publication in “The Londoner”

Telephone	Written
Ellen Joy Lazaruf 271 Taylor Street London, ON	David Dimitrie 412-1128 Adelaide Street North London, ON N5Y 2N7
David Dimitrie 412-1128 Adelaide Street North London, ON N5Y 2N7	

Public Comments

Knieriem, Michelle

From: David Dimitrie <[REDACTED]>
Sent: Friday, February 2, 2018 12:50 PM
To: Helmer, Jesse; Knieriem, Michelle
Subject: PDF 644, 646 comments

Follow Up Flag: Follow up
Flag Status: Flagged

Jesse, Michelle: I have gone through the entire PDF with interest. Here are my comments:

1. Under Spatial Analysis on Page 19 and Sensitivity on Page 15 the report does a poor job both in the drawing and in the explanation of the importance of the path that runs alongside 648 CMHA building and serves as the only in/out road for all tenants of the adjacent Q residential buildings, the CMHA staff who use their rear lot and all others listed in an earlier email who travel by other means.

This is not a pathway. It is an internal two-way road that is depended upon by everyone from police, fire, paramedics and all listed earlier. In an earlier email, I explained how this project will diminish parking spots used by the CMHA staff currently in 644 and 646. Where will these CMHA staff go when the rear lot is full? To the front lot or out on to Huron looking for parking. The internal road will be clogged.

In good weather, it is a problem. In the winter, It is an even bigger problem. The plan submitted by the developer simply failed to explain how this will be remedied in the report submitted to planning.

2. The extremely close proximity of the new development at 644 and 646 is a potential problem to the clients at 648 (CMHA) which is used as a 24-hour crisis mental health centre.

The report totally avoids the business of its neighbour which is to care for

extremely vulnerable persons 24 hours a day who may be facing mental health and/or addiction problems as they wait to be transferred to a hospital or are cared for. The original plan for this centre was for it to be a facility with beds for clients to get well on. This is now done off-site. That could change.

Requests have been made by opposition parties and others at Queens Park to change regulations so ambulances can bring patients to 648 Huron. That is currently forbidden by Provincial law but changes have been requested and ambulances may be coming to 648 in the future.

There is nothing in this plan about the centre at 648, its operation or any impact that the new, high-density housing and accompanying noise that a building so close could bring would have on the clients at 648 Huron.

Conversely, How would the new tenants react to ambulances coming to 648? This is a real possibility.

Although I maintain my strong support of this project I believe that the residents who live directly within the prescribed area (including all tenants and residents) should have been formally informed of this project and a public community meeting should have been organized by our City Councillor Jesse Helmer.

This project has too many variables to keep it under wraps. The report fails to deal with many important issues to existing residents.

Sincerely,
David Dimitrie

Knieriem, Michelle

From: David Dimitrie <[REDACTED]>
Sent: Friday, February 2, 2018 11:54 AM
To: Helmer, Jesse; Knieriem, Michelle
Subject: Re: 644-646 Huron Development , Zoning Change

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you, Jesse: I am disappointed that this feature has not yet been fully implemented considering June 2018 will mark the 3-year mark in my work on this issue and the 3-year mark that Planning promised to work with Council to improve communications with ALL Londoners. At the time Joni Baechler was getting ready to become Interim Mayor.

A plan was voted on and approved recently. A timetable with phases was approved. I don't see a reason for a holdup when letters come to me so easily.

Another point on this issue (Z-8843) is that the CMHA building at 648 Huron currently uses the parking lot between 646 and 644 for overflow parking in their rear lot. There is no barrier to vehicles and in fact, the pavement has been made to accommodate this shared usage.

I don't know what kind of arrangement was made between the owners of 646 and 644 and the CMHA (644) but the fact is that when this project is green-lighted (and it should be) and construction begins, the CMHA will lose a substantial amount of parking in 644 and 646. What if anything has been done to plan for this loss in spaces?

Is the CMHA involved in this project? Are they aware of the future loss of parking spaces?

I live directly behind 648 Huron. I have walked the properties on this map to get a better feel for the project. Once again, it's a good project that will

replace ageing, somewhat decrepit buildings. Still, it is possible that the loss of the overflow parking in 644 and 646 will cause more traffic on the internal road that residents of the complex that I live in depend on to exit onto Huron from our buildings.

Pedestrians, those using mobility devices, scooters, mothers with baby carriages and strollers and seniors also use this path to get from the Q Residential Buildings to Huron. Increased traffic means increased risk of accidents with cars coming from all area buildings.

The staff from CMHA also use it to get to the front parking of 648.

I brought this up to you in 2005 and I have never received an answer. The pathway belongs to our landlord and Property Management Company (now Q Residential, formerly Homestead Property Holdings). The sale took place in September 2018.

I would like the link to your website, please. This would improve communication between us and the other tenants I know in the area who I inform of area news.

I look forward to seeing this project green-lighted in an expeditious manner with zoning changes for the benefit of Londoners who need quality homes and a better streetscape. I also look forward to better cooperation between yourself and I. I am very busy with work, family matters in Windsor/London and my online software courses.

Thanks for the email,
Sincerely,
David Dimitrie

On Fri, Feb 2, 2018 at 11:13 AM, Helmer, Jesse <jhelmer@london.ca> wrote:
Hi David:

I wanted to let you know that I did receive your email in January and that I have read it. As always, I really appreciate you making the time to send such thoughtful correspondence.

My understanding is that planning staff have not yet implemented the direct mail notices to tenants. I met with Michael Tomazincic about this a couple of months ago to see if the work could be expedited. As you know, I agree with you that tenants should be informed of planning applications.

I will be posting an overview page on my own web site about this application as well.

Best,
Jesse

Sent from my iPhone

On Feb 2, 2018, at 10:36 AM, David Dimitrie <[REDACTED]> wrote:

To: M. Knieriem

This is the email that I sent to Mr. Helmer. He provided no response to me

David Dimitrie

On Fri, Jan 19, 2018 at 1:02 PM, David Dimitrie <[REDACTED]> wrote:

January 19, 2018

I appreciated that Planning staff sent me a letter regarding this development. Since there was really no problem with the project as far as I could tell from the printed letter I did not submit anything to Planning before Jan. 11/18. It is a good project that will benefit the community and tenants/landlord.

However I am very curious as to how many apt/homeowners, and businesses in the immediate vicinity of 644-646 Huron received the same letter and package of information as I did. Most importantly, did the existing tenants at 644 and 646 Huron receive the same letter as I received as they are within the boundary and they will be affected in a big way once construction gets underway.

I am well aware that the RTA (Residential Tenancies Act) has a very well prescribed information process set out for landlords

when buildings are to be demolished. I am also aware that when some of the Medallion buildings were demolished on Kipps Lane for construction of the Blossom Gate (Kipps/Adelaide, Ward 4) towers in the period from 2007 to 2013 I received several calls and emails from anxious tenants who had had not been properly advised.

In fact, some of them felt that they were being bullied out of their place of dwelling in a manner inconsistent with the RTA.

At the time the Kipps Lane Tenants/Community Assoc. was still active and I provided these tenants with all the necessary information that I could give them and I directed them to the Landlord Tenant Board for relief.

Mr. Helmer, I hope you answer this email or at least read it. I took the time to examine the Planning letter and consider all the implications. In a perfect world, landlords and tenants would all know their rights and responsibilities and exercise them fully.

My years of experience running the KTLA proves that this is not the case. In the past municipal governments in London and Councillors have just shrugged their shoulders when I informed them of tenants (constituent) problems. I hope that this won't be the case here. Many just said it's not a "City Problem go to the Province." or go to a Provincial agency.

I am acting in good faith in hopes that this project will go ahead and nobody will be inconvenienced. If I didn't care about my community I wouldn't bother. I care for my neighbours and my community as well as the City that I live in.

I live directly behind this proposed development and I am

4

constantly shocked as I learn how disabled and aged some of my co-tenants are in the same building where my wife and I are. It is a 9 building complex and my wife and I help out whenever we are asked or we know there is a need. Ironically the CMHA Crisis building is just in front of us, increasing the vulnerable person population in the area. Sometimes I wonder if the City Community Services and other City social services know the degree of high needs population who live in this large area. Where are the supports?

Sincerely,
David Dimitrie

[REDACTED]
412-1128 Adelaide
Royal Oaks Towers
N5Y 2N7
[REDACTED]

Internal Staff and Agency Comments

Urban Design

Urban Design has reviewed the above noted rezoning documents and provide the following comments consistent with the Official Plan and applicable by-laws and guidelines:

1. The front yard setback should be generally in line with the existing building on the site.
2. The side yard setbacks for the westerly building should anticipate future redevelopment and allow for privacy for side-facing units.
3. Provide the primary pedestrian entrance on the south façade of the southerly building facing the street, with direct access to the public sidewalk. Incorporate high quality landscape treatment in the front setback.
4. Differentiate the ground floor with entrance(s) oriented towards the street, pedestrian scaled elements such as canopies and lighting, alternate window sizes/placement than the floors above, etc. Ground floor entrances are to be designed as front doors without sliding doors or balconies.
5. Use articulation, fenestration and a high quality material palette to break up the mass of the building, create a human scale rhythm and activate the streetscape. Align and relate materials, roof forms, articulation and windows to one another in a deliberate and meaningful way.
6. Express the interior layout in the architecture of the exterior facades.
7. Changes in material should relate to a change in façade plain (recess or projection).
8. Replace hard surfaces and excess parking with consolidated areas of soft landscaping to enhance the visual appearance of the proposal, provide amenity space, and reduce potential stormwater impacts.
9. Internal pedestrian connections through the subject site should be setback from any new buildings by soft landscaping to ensure privacy for residents and minimize headlight glare.
10. Locate garbage away from amenity areas and views from the public street.

Urban Design Peer Review Panel

“Note – The panel has identified that the applicant was not respectful of the Panel, it’s members, and its procedures. The applicant and their representatives were dismissive of the Panel. (verbatim)

- There is an established character in the immediate area that includes extensive soft landscaping, wide front yard setbacks, and passive green space. The proposal does not reflect or reinforce this character.
- No compelling argument presented as to why the front yard setback is being challenged by placing building closer to the street. The general approach to the siting and organization of buildings on the site does not appear to follow any clear rationale.
- Consider consolidating the two new buildings into one building.
- The general intent of intensification on an existing apartment building site should be to ensure that the proposal reflects an improvement for existing residents. It is not clear how the proposal represents an improvement over existing site conditions.
- There is a substantial proportion of hard surfaces and parking areas. Consider replacing hard surfaces with soft landscaping to enhance the *visual* appearance

of the proposal and to reduce potential stormwater impacts. (*Consider a flat roofed scheme to better blend with neighbours and to retain water*)

- Internal pedestrian connections through the subject site should be setback from any new buildings by soft landscaping to minimize direct views into the *building*
- The provision of soft landscaping in a large, consolidated area may be considered a benefit for use by existing and future residents as an outdoor amenity area.
- Very wide drive aisles. Consider reducing these to 6.0 metres to recover some soft landscaping areas.
- The proposal as presented is unresolved. It is recommended that a revised proposal be presented to the UDPRP prior to a rezoning application for the site advancing to Council for consideration.
- Strongly consider investigating the crossing storm pipe to see if still in use.
- Garbage should be kept AWAY from amenity areas.
- The design is a hodge-podge of materials and colours. Bedrooms are undifferentiated from living spaces, entries are unprotected. Roof a poor match for the design. Very poor relationship of building interior uses and exterior uses (eg parking in front of windows)
- Recommend leveraging adjacent transit, shopping and personal services available to pedestrians within 800m of proposed development. This could equate to a reduction in the number of parking spaces provided, in turn allowing for more outdoor amenity space.

This UDPRP review is based on City planning and urban design policy, the submitted brief, and noted presentation. It is intended to inform the ongoing planning and design process. The panel would like to request that this proposal is brought before the UDPRP again once the appropriate revisions are made.”

Development Services (Engineering)

The City of London’s Environmental and Engineering Services Department offers the following comments with respect to the aforementioned Zoning By-Law amendment application:

Transportation Division:

- Road widening dedication of 18.0m from centre line required on Huron Street
- Construction of a two way left turn lane (TWLTL) is required on Huron Street across frontage
- Merge properties on title
- Hydro pole to be located a minimum of 1.5 metres away from access as per the Streets By-law
- Details regarding access and TWLTL location and design will be made during the site plan process

Storm Water Comments

- The subject lands are located in the Central Thames Subwatershed. The Developer shall be require to apply the proper SWM practices to ensure that a maximum permissible storm run-off discharge from the subject site will not exceed the peak discharge of storm run-off under pre-development conditions;
- There is a 200mm municipal storm sewer crossing this property. This is the old Reid Drain and may still be active. Given the proposed location of the building, no structure is to be constructed over the sewer. If a structure is to be built over the sewer, then the sewer would be re-routed around the building and connected to a storm sewer on the municipal road allowance of sufficient capacity, all to the satisfaction of the City Engineer.

Please note that this response has been made without input from the Water Engineering Division.

The above comments, among other engineering and transportation issues, will be

addressed in greater detail when/if these lands come in for site plan approval.

Upper Thames River Conservation Authority

The Upper Thames River Conservation Authority (UTRCA) has reviewed this application with regard for the policies in the *Environmental Planning Policy Manual for the Upper Thames River Conservation Authority (June 2006)*. These policies include regulations made pursuant to Section 28 of the *Conservation Authorities Act*, and are consistent with the natural hazard and natural heritage policies contained in the *Provincial Policy Statement (2014)*. The *Upper Thames River Source Protection Area Assessment Report* has also been reviewed in order to confirm whether the subject lands are located in a vulnerable area. The Drinking Water Source Protection information is being disclosed to the Municipality to assist them in fulfilling their decision making responsibilities under the Planning Act.

Conservation Authorities Act

These lands are not affected by any regulations (Ontario Regulation 157/06) made pursuant to Section 28 of the *Conservation Authorities Act*.

Drinking Water Source Protection

Clean Water Act

The *Clean Water Act (CWA)*, 2006 is intended to protect existing and future sources of drinking water. The Act is part of the Ontario government's commitment to implement the recommendations of the Walkerton Inquiry as well as protecting and enhancing human health and the environment. The CWA sets out a framework for source protection planning on a watershed basis with Source Protection Areas established based on the watershed boundaries of Ontario's 36 Conservation Authorities. The Upper Thames River, Lower Thames Valley and St. Clair Region Conservation Authorities have entered into a partnership for The Thames-Sydenham Source Protection Region.

The Assessment Report for the Upper Thames watershed delineates three types of vulnerable areas: Wellhead Protection Areas, Highly Vulnerable Aquifers and Significant Groundwater Recharge Areas. We would like to advise that the subject lands are identified as being within a vulnerable area. Mapping which identifies these areas is available at:

http://maps.thamesriver.on.ca/GVH_252/?viewer=tsrassessmentreport

Provincial Policy Statement (PPS, 2014)

Section 2.2.1 requires that: "*Planning authorities shall protect, improve, or restore the quality and quantity of water by:*

- e) implementing necessary restrictions on development and site alteration to:*
 - 1. protect all municipal drinking water supplies and designated vulnerable areas;*
 - and*
 - 2. protect, improve or restore vulnerable surface and groundwater features, and their hydrological functions."*

Section 2.2.2 requires that "*Development and site alteration shall be restricted in or near sensitive surface water features and sensitive ground water features such that these features and their related hydrologic functions will be protected, improved or restored."*

Municipalities must be consistent with the Provincial Policy Statement when making decisions on land use planning and development.

Policies in the *Approved Source Protection Plan* may prohibit or restrict activities identified as posing a *significant threat* to drinking water. Municipalities may also have or be developing policies that apply to vulnerable areas when reviewing development applications. Proponents considering land use changes, site alteration or construction in

these areas need to be aware of this possibility. The *Approved Source Protection Plan* is available at:

<http://www.sourcewaterprotection.on.ca/source-protection-plan/approved-source-protection-plan/>

Recommendation

The UTRCA has no objections to this application.

London Hydro Engineering

London Hydro has no objection to this proposal or possible official plan and/or zoning amendment. Any new or relocation of the existing services will be at the expense of the owner.

Appendix C – Policy Context

The following policy and regulatory documents were considered in their entirety as part of the evaluation of this requested land use change. The most relevant policies, by-laws, and legislation are identified as follows:

Provincial Policy Statement

Policy 1.1.1: Healthy, liveable and safe communities are sustained by:

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;
- b) accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs

Policy 1.1.3.1: Settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.

Policy 1.1.3.3: Planning authorities shall identify appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated taking into account existing building stock or areas, including brownfield sites, and the availability of suitable existing or planned infrastructure and public service facilities required to accommodate projected needs.

Policy 1.1.3.4: Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety.

Policy 1.7.1: Long-term economic prosperity should be supported by:

- d) encouraging a sense of place, by promoting well-designed built form and cultural planning, and by conserving features that help define character, including built heritage resources and cultural heritage landscapes.

Policy 4.7: The official plan is the most important vehicle for implementation of this Provincial Policy Statement. Comprehensive, integrated and long-term planning is best achieved through official plans.

Official plans shall identify provincial interests and set out appropriate land use designations and policies. To determine the significance of some natural heritage features and other resources, evaluation may be required.

Official Plan

Policy 3.1.4: Multi-Family, High Density Residential Objectives

iii) Promote, in the design of multi-family, high density residential developments, sensitivity to the scale and character of adjacent land uses and to desirable natural features on, or in close proximity to, the site

Policy 3.4.3: Scale of Development

Net residential densities in the Multi-Family, High Density Residential designation will vary by location and will be directed by the policies in this Plan. Excluding provisions for bonusing, net residential densities will normally be less than 350 units per hectare (140 units per acre) in the Downtown Area, 250 units per hectare (100 units per acre) in Central London (the area bounded by Oxford Street on the north, the Thames River on the south and west and Adelaide Street on the east), and 150 units per hectare (60 units per acre) outside of Central London.

Height and density limitations that are specified in the Zoning By-law will be guided by the following policies:

i) Outside of the Downtown and Central London areas it is Council's intention that a mixing of housing types, building heights and densities shall be required in large designated Multi-Family, High Density Residential areas. Such areas, which will normally exceed 3 hectares (7.4 acres) in size, will be guided by the following criteria:

(a) a transition in scale shall be encouraged, where appropriate, to avoid extremes in building height and bulk between the new development and the existing built fabric of adjacent properties;

(b) all areas shall include a diversity of housing forms such as midrise and low-rise apartments and multiple attached dwellings, in order to minimize the overwhelming effect of large high-rise developments;

(c) high-rise structures shall be oriented, where possible, closest to activity nodes (shopping and employment centres) and points of high accessibility (arterial roads, transit service) with densities and building heights decreasing as the distance from an activity node increases;

(d) massive, at-grade or above-grade parking areas shall not dominate the site. Pedestrian circulation and access to transit services should be facilitated through site design and building orientation; and

(e) conformity with this policy and the urban design principles in Section 11.1, shall be demonstrated through the preparation of an secondary plan or a concept plan of the site, and the final approval of zoning may be withheld pending a public participation meeting on the site plan, and the enactment of a satisfactory agreement with the City.

iii) Site Specific Height

On individual sites within the Multi-Family, High Density Residential designation, Council may require lower height and/or density limits than would normally be permitted, on the basis of any one of the following criteria:

(a) Sanitary sewage, water or storm drainage servicing constraints;

(b) development constraints related to soil conditions or topographical features;

(c) traffic, vehicular access, parking constraints and/or inadequate transit service in the area;

(d) to minimize the impact of high density residential development on significant natural features; and/or

(e) where the amenity of adjacent residential areas may be adversely affected in terms of traffic, access to sunlight and privacy.

Policy 3.4.4: The determination of appropriate height and density limitations for areas designated Multi-Family, High Density Residential, may be based on a secondary plan, in accordance with Section 19.2 of the Plan. Alternatively, for individual sites the determination of appropriate height and density limitations may be based on a concept plan showing how the area will be developed and integrated with surrounding uses.

Policy 11.1.1: Design Principles

Council shall promote the use of the following urban design principles in the preparation and review of development proposals and community improvement plan and programs.

Natural Features i) The form and design of new development shall complement and protect any significant natural features such as river valleys, ravines, wooded areas and parklands that form part of, or are located adjacent to, the site.

Trees ii) To the extent feasible, existing trees of desirable species should be retained and incorporated into the landscaping plans for new development through the adoption and implementation of tree preservation policies. Also, designs for new development will consider the need for suitable locations to accommodate the planting of street trees.

Open Views iii) To the extent feasible, new development should minimize the obstruction of views of natural features and landmarks.

High Design Standards iv) Emphasis will be placed on the promotion of a high standard of design for buildings to be constructed in strategic or prominent locations such as within, and at the perimeter of, the Downtown, near the edge of the river valleys, or along the major entryways to the City.

Architectural Continuity v) The massing and conceptual design of new development should provide for continuity and harmony in architectural style with adjacent uses which have a distinctive and attractive visual identity or which are recognized as being of cultural heritage value or interest.

Redevelopment vi) The relocation or replacement of incompatible land uses and the redevelopment of derelict properties will be encouraged.

Streetscape vii) A coordinated approach should be taken to the planning and design of streetscape improvements in commercial areas, including the upgrading of building facades, signage, sidewalks, lighting, parking areas and landscaping.

Pedestrian Traffic Areas viii) In pedestrian traffic areas, new development should include street-oriented features that provide for the enhancement of the pedestrian environment, such as canopies, awnings, landscaped setbacks and sitting areas.

Access to Sunlight ix) The design and positioning of new buildings should have regard for the impact of the proposed development on year-round sunlight conditions on adjacent properties and streets. In reviewing proposed developments, access to sunlight for adjacent properties should be maximized to enhance the potential for energy conservation and the amenity of residential areas and open space areas, such as parkettes and outdoor plazas. (Clause ix) amended by OPA No. 88 - OMB Order No. 2314 - approved 99/12/23)

Landscaping x) Landscaping should be used to conserve energy and water, enhance the appearance of building setback and yard areas, contribute to the blending of new and existing development and screen parking, loading, garbage and service facilities from adjacent properties and streets. (Clause x) amended by OPA No. 88 - OMB Order No. 2314 - approved 99/12/23)

Building Positioning xi) Where a proposed development consists of a grouping of buildings, the buildings should be positioned to define usable and secure open space

areas on the site and to afford a reasonable measure of privacy to individual dwelling units.

Enhances Accessibility Standards xii) The design of new buildings should incorporate the City of London Facility Accessibility and Design Standards to facilitate access and use. (Clause xii) deleted and replace by OPA 438 Dec. 17/09)

Parking and Loading xiii) Parking and loading facilities and driveways should be located and designed to facilitate maneuverability on site, between adjacent sites where appropriate, and to reduce the traffic flow disruption resulting from turning movements to and from the property.

Privacy xiv) To the extent feasible, the design and positioning of new buildings should minimize the loss of privacy for adjacent residential properties.

Outdoor Space xv) For multiple forms of low-rise residential development, such as row housing, each unit should be provided with adequate and clearly defined outdoor living space.

Play Areas xvi) Residential developments that are likely to house families should include an appropriately sized outdoor children's play area that is safely accessible from all units in the development.

Recreational Facilities xvii) The developers of medium or high density residential projects shall be encouraged to provide recreational facilities appropriate to the size of the development and the needs and interests of the intended residents.

Noise Attenuation xviii) Where residential development is affected by adverse noise conditions, the use of urban design features such as building orientation, location of outdoor open space relative to the noise sources and noise attenuation measures will be encouraged subject to policy 19.9.5., 19.9.6. and 19.9.7. of this Plan.

Waste Management xix) In order to encourage the reduction, re-use and recycling of waste, new development should incorporate waste handling, composting and recycling facilities into their site design.

Resource Conservation xx) New developments shall be encouraged to minimize energy and water use and where feasible, to provide for the conservation of building materials through re-use, recycling and renovation.

Gateways xxi) Gateways are important elements in the creation of a sense of place and arrival, and provide visual signals that both define and distinguish an area. Gateways occupy strategic and prominent locations, and are primarily associated with major entrances to the City, districts or to neighbourhoods. Gateways may be created through the placement of buildings, landscape features, or the design and architecture of the buildings or structures themselves that frame or create the gateway or entrance.

All plans, applications for amendments to the Official Plan, amendments to the Zoning By-law, and approvals for plans of subdivision that are proposed in gateway locations will be required to demonstrate how the proposal will achieve high quality design, high quality landscaping and the creation of an attractive street edge.

The London Plan

Policy 79: The London Plan places an emphasis on growing “inward and upward” to achieve a compact form of development. This should not be interpreted to mean that greenfield forms of development will not be permitted, but rather there will be a greater emphasis on encouraging and supporting growth within the existing builtup area of the city.

Policy 80: Residential intensification will play a large role in achieving our goals for growing “inward and upward”. Intensification will be supported, subject to the policies of this Plan, in the following forms:

1. Addition of a secondary dwelling unit.
2. Expansion of existing buildings to accommodate greater residential intensity.
3. Adaptive re-use of existing, nonresidential buildings, for residential use.
4. Infill development of vacant and underutilized lots.
5. Severance of existing lots.
6. Redevelopment, at a higher than existing density, on developed lands.

Policy 81: It is a target of this Plan that a minimum of 45% of all new residential development will be achieved within the Built-Area Boundary of the city, as defined by Figure 2. For the purposes of this Plan, this will be referred to as the “intensification target”. The Built-Area Boundary is defined generally as the line circumscribing all lands that were substantively built out as of 2006. This boundary will be used on an on-going basis to monitor intensification and will not change over time.

Policy 83: As directed by the policies of this Plan, intensification will be permitted only in appropriate locations and in a way that is sensitive to existing neighbourhoods and represents a good fit. Policies within the City Building and Urban Place Type chapters of this Plan, together with the policies in the Our Tools part of this Plan dealing with planning and development applications, will provide more detailed policy guidance for appropriate forms of intensification. A guideline document may be prepared to provide further detailed direction to ensure appropriate forms of intensification.

Policy 252: The site layout of new development should be designed to respond to its context and the existing and planned character of the surrounding area.

Policy 253: Site layout should be designed to minimize and mitigate impacts on adjacent properties.

Policy 256: Buildings should be sited so that they maintain and reinforce the prevailing street wall or street line of existing and planned buildings.

Policy 259: Buildings should be sited with minimal setbacks from public rights-of-way and public spaces to create a street wall/edge and establish a sense of enclosure and comfortable pedestrian environment.

Policy 284: All planning and development proposals will be required to demonstrate how the proposed building is designed to support the planned vision of the place type and establishes character and a sense of place for the surrounding area. This will include matters such as scale, massing, materials, relationship to adjacent buildings, heritage impact and other such form-related considerations. The Our Tools chapter and the Residential Intensification policies in the Neighbourhoods Place Type chapter of this Plan provide further guidance for such proposals.

Policy 286: Buildings will be designed to achieve scale relationships that are comfortable for pedestrians.

Policy 287: Within the context of the relevant place type policies, the height of buildings should have a proportional relationship to the width of the abutting public right-of-way to achieve a sense of enclosure.

Policy 291: Principal building entrances and transparent windows should be located to face the public right-of-way and public spaces, to reinforce the public realm, establish an active frontage and provide for convenient pedestrian access.

Policy 295: Residential and mixed-use buildings should include outdoor amenity spaces.

Policy 301: A diversity of materials should be used in the design of buildings to visually break up massing, reduce visual bulk and add interest to the building design.

Policy 918 (2): Neighbourhoods will be planned for diversity and mix and should avoid the broad segregation of different housing types, intensities, and forms.

Policy 920(2): Tables 10 to 12 specify the broadest range of uses and greatest intensity that may be permitted within the Neighbourhoods Place Type. It must be clear that zoning on individual sites may not allow for the full range of uses or intensity shown in these tables. Zoning by-law amendment applications will be evaluated based on the Planning and Development Application policies in the Our Tools part of this Plan to ensure that the permitted range of uses and intensity of development is appropriate within the context of the neighbourhood.

Policy 922: The full range of uses described in Table 10 will not necessarily be permitted on all sites within the Neighbourhoods Place Type. Such uses will only be permitted in conformity with the policies of this chapter and the Planning and Development Applications section in the Our Tools part of this Plan.

Policy 1578: All planning and development applications will be evaluated with consideration of the use, intensity, and form that is being proposed. The following criteria will be used to evaluate all planning and development applications:
6. Potential impacts on adjacent and nearby properties in the area and the degree to which such impacts can be managed and mitigated. Depending upon the type of application under review, and its context, an analysis of potential impacts on nearby properties may include such things as:

- a. Traffic and access management.
- b. Noise.
- c. Parking on streets or adjacent properties.
- d. Emissions generated by the use such as odour, dust, or other airborne emissions.
- e. Lighting.
- f. Garbage generated by the use.
- g. Loss of privacy.
- h. Shadowing.
- i. Visual impact.
- j. Loss of views.
- k. Loss of trees and canopy cover.
- l. Impact on cultural heritage resources.
- m. Impact on natural heritage features and areas.

n. Impact on natural resources.

The above list is not exhaustive.

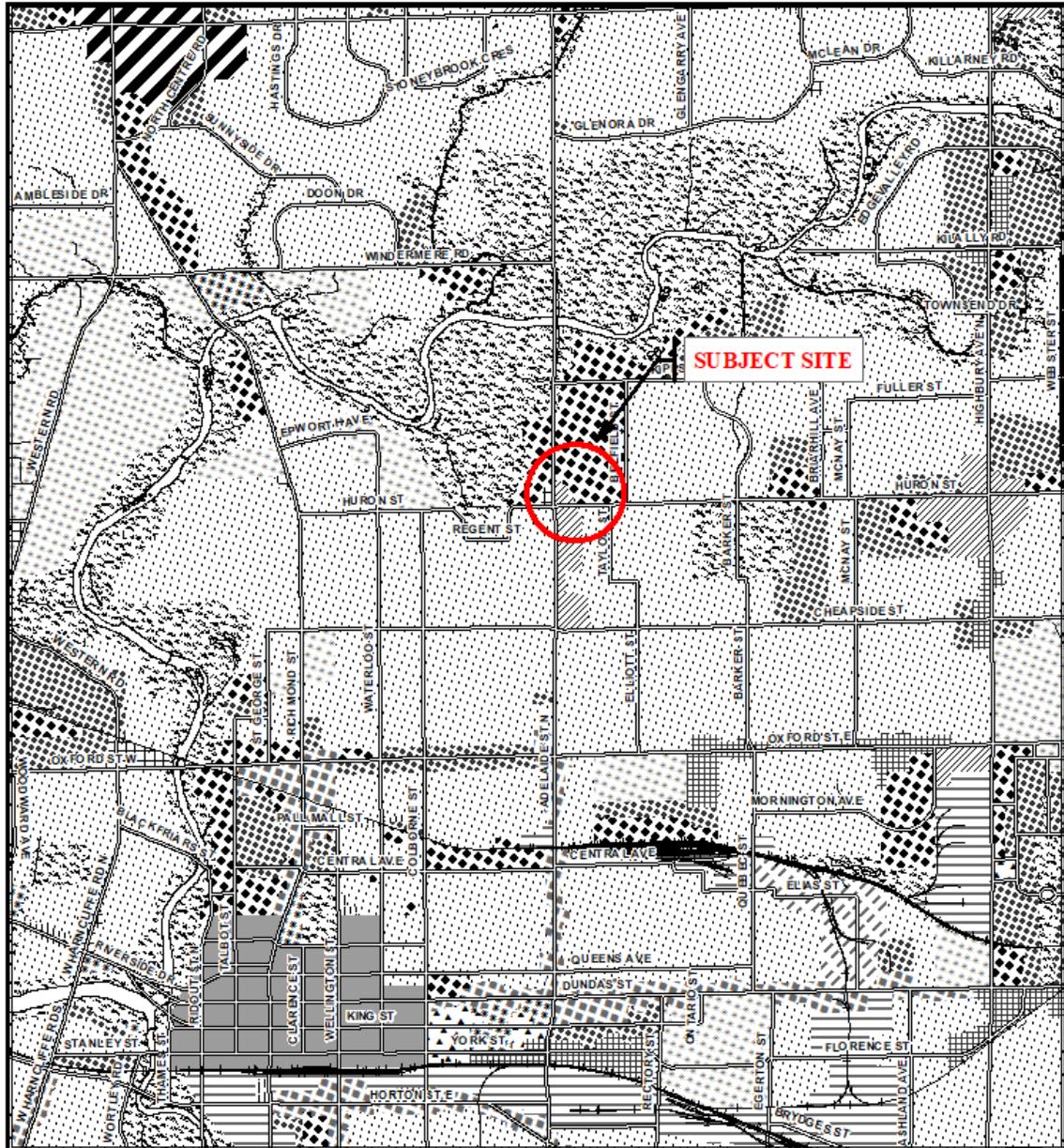
7. The degree to which the proposal fits within its context. It must be clear that this not intended to mean that a proposed use must be the same as development in the surrounding context. Rather, it will need to be shown that the proposal is sensitive to, and compatible with, its context. It should be recognized that the context consists of existing development as well as the planning policy goals for the site and surrounding area. Depending upon the type of application under review, and its context, an analysis of fit may include such things as:

- a. Policy goals and objectives for the place type.
- b. Policy goals and objectives expressed in the City Design chapter of this Plan.
- c. Neighbourhood character.
- d. Streetscape character.
- e. Street wall.
- f. Height.
- g. Density.
- h. Massing.
- i. Placement of building.
- j. Setback and step-back.
- k. Proposed architectural attributes such as windows, doors, and rooflines.
- l. Relationship to cultural heritage resources on the site and adjacent to it.
- m. Landscaping and trees.
- n. Coordination of access points and connections.

The above list is not exhaustive.

Appendix D – Relevant Background

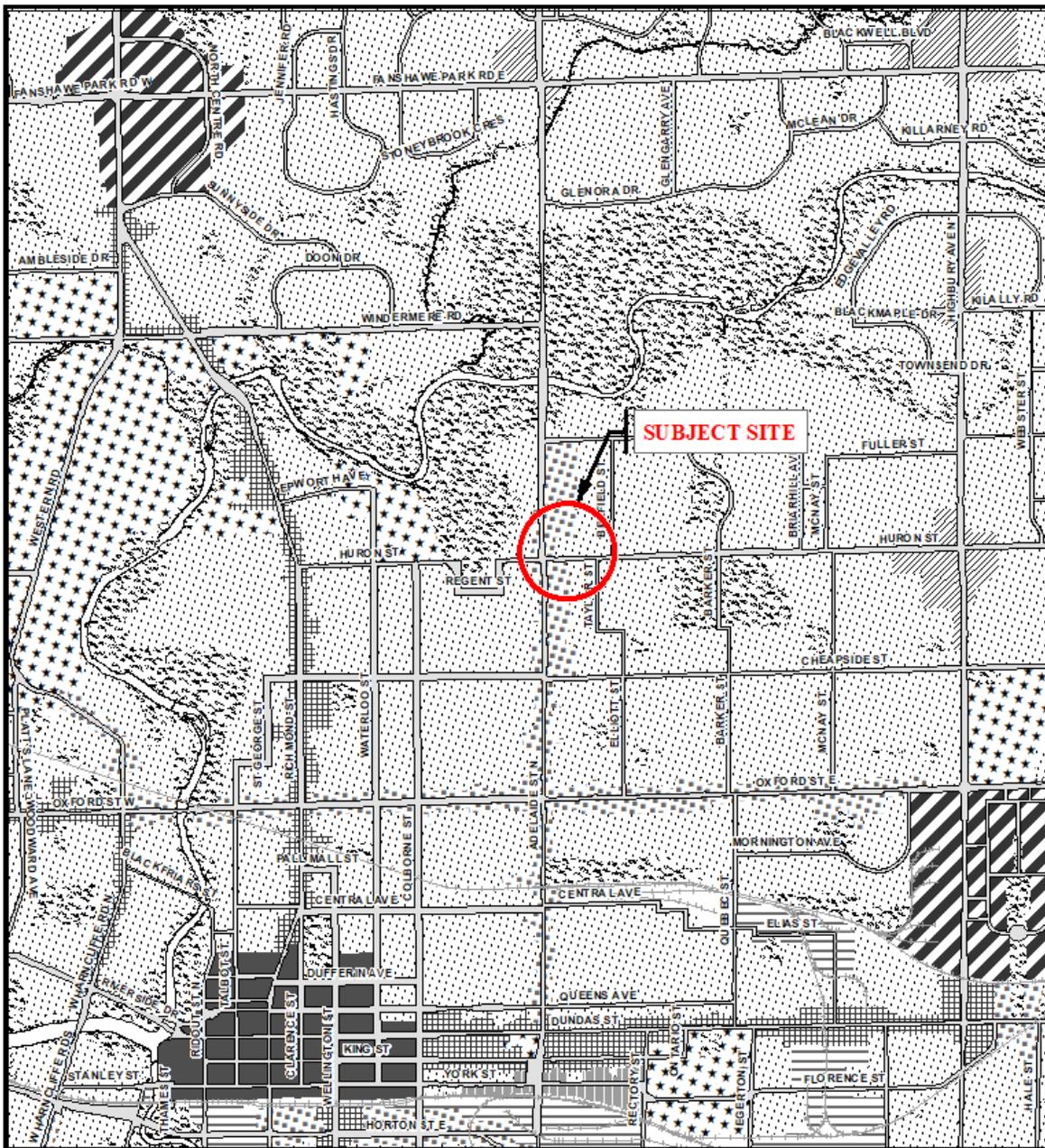
Additional Maps



Legend		
Downtown	Multi-Family, Medium Density Residential	Office Business Park
Wonderland Road Community Enterprise Corridor	Low Density Residential	General Industrial
Enclosed Regional Commercial Node	Office Area	Light Industrial
New Format Regional Commercial Node	Office/Residential	Commercial Industrial
Community Commercial Node	Regional Facility	Transitional Industrial
Neighbourhood Commercial Node	Community Facility	Rural Settlement
Main Street Commercial Corridor	Open Space	Environmental Review
Auto-Oriented Commercial Corridor	Urban Reserve - Community Growth	Agriculture
Multi-Family, High Density Residential	Urban Reserve - Industrial Growth	Urban Growth Boundary

<p>CITY OF LONDON Planning Services / Development Services OFFICIAL PLAN SCHEDULE A - LANDUSE -</p> <p><small>PREPARED BY: Graphics and Information Services</small></p>	 Scale 1:30,000 Meters	<p>FILE NUMBER: Z-8843 PLANNER: MK TECHNICIAN: MB DATE: 2018/01/12</p>
---	------------------------------	---

PROJECT LOCATION: e:\planning\projects\p_officialplan\work\coosol00\excerpts\mod_templates\scheduleA_b&w_8x14_with_SWAP.mxd



Legend

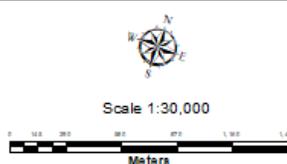
- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhood | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.

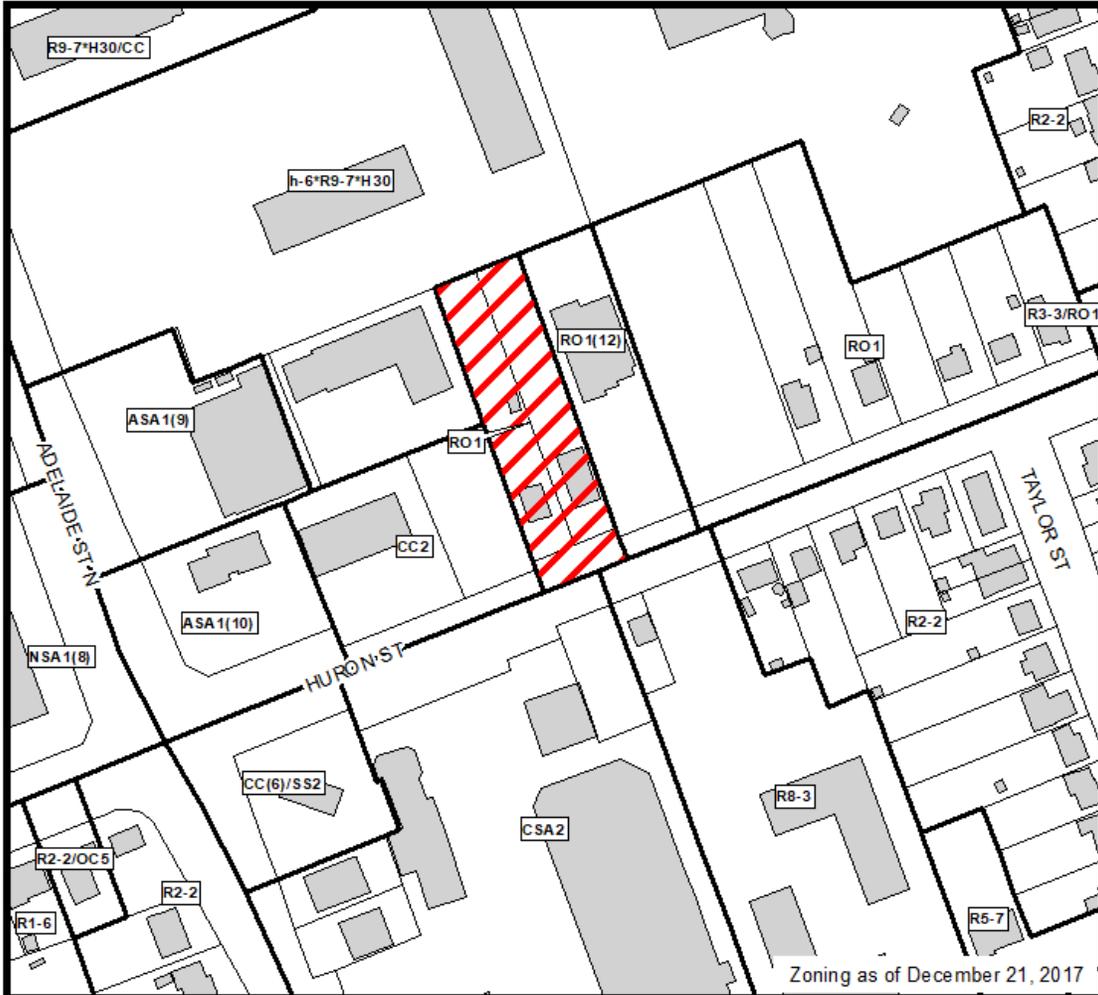
CITY OF LONDON
 Planning Services /
 Development Services

LONDON PLAN MAP 1
- PLACE TYPES -
 PREPARED BY: Planning Services



File Number: Z-8843
Planner: MK
Technician: MB
Date: January 12, 2018

Project Location: E:\Planning\Projects\p_officialplan\work\consolid00\excerpts_LondonPlan\EXCERPT_Map1_PlaceTypes_b&w_8x14.mxd



 **COUNCIL APPROVED ZONING FOR THE SUBJECT SITE: RO1**

1) **LEGEND FOR ZONING BY-LAW Z-1**

- | | |
|--|---|
| <ul style="list-style-type: none"> R1 - SINGLE DETACHED DWELLINGS R2 - SINGLE AND TWO UNIT DWELLINGS R3 - SINGLE TO FOUR UNIT DWELLINGS R4 - STREET TOWNHOUSE R5 - CLUSTER TOWNHOUSE R6 - CLUSTER HOUSING ALL FORMS R7 - SENIOR'S HOUSING R8 - MEDIUM DENSITY/LOW RISE APTS. R9 - MEDIUM TO HIGH DENSITY APTS. R10 - HIGH DENSITY APARTMENTS R11 - LODGING HOUSE
 DA - DOWNTOWN AREA RSA - REGIONAL SHOPPING AREA CSA - COMMUNITY SHOPPING AREA NSA - NEIGHBOURHOOD SHOPPING AREA BDC - BUSINESS DISTRICT COMMERCIAL AC - ARTERIAL COMMERCIAL HS - HIGHWAY SERVICE COMMERCIAL RSC - RESTRICTED SERVICE COMMERCIAL CC - CONVENIENCE COMMERCIAL SS - AUTOMOBILE SERVICE STATION ASA - ASSOCIATED SHOPPING AREA COMMERCIAL
 OR - OFFICE/RESIDENTIAL OC - OFFICE CONVERSION RO - RESTRICTED OFFICE OF - OFFICE | <ul style="list-style-type: none"> RF - REGIONAL FACILITY CF - COMMUNITY FACILITY NF - NEIGHBOURHOOD FACILITY HER - HERITAGE DC - DAY CARE
 OS - OPEN SPACE CR - COMMERCIAL RECREATION ER - ENVIRONMENTAL REVIEW
 OB - OFFICE BUSINESS PARK LI - LIGHT INDUSTRIAL GI - GENERAL INDUSTRIAL HI - HEAVY INDUSTRIAL EX - RESOURCE EXTRACTIVE UR - URBAN RESERVE
 AG - AGRICULTURAL AGC - AGRICULTURAL COMMERCIAL RRC - RURAL SETTLEMENT COMMERCIAL TGS - TEMPORARY GARDEN SUITE RT - RAIL TRANSPORTATION
 "h" - HOLDING SYMBOL "D" - DENSITY SYMBOL "H" - HEIGHT SYMBOL "B" - BONUS SYMBOL "T" - TEMPORARY USE SYMBOL |
|--|---|

CITY OF LONDON

PLANNING SERVICES / DEVELOPMENT SERVICES

**ZONING
 BY-LAW NO. Z.-1
 SCHEDULE A**



THIS MAP IS AN UNOFFICIAL EXTRACT FROM THE ZONING BY-LAW WITH ADDED NOTATIONS

FILE NO:
 Z-8843 CP

MAP PREPARED:
 2018/01/11 MB

1:2,000
 0 10 20 40 60 80 Meters

Report to Planning and Environment Committee

To: Chair and Members
Planning & Environment Committee

From: George Kotsifas, P. Eng.
Managing Director, Development & Compliance Services
and Chief Building Official

Subject: Application By: Harasym Homes Inc.
1900 Kilgorman Way

Public Participation Meeting on: February 20, 2018

Recommendation

That, on the recommendation of the Senior Planner, Development Services, on the application by Harasym Homes Inc. relating to lands located at 1900 Kilgorman Way, comprising Lot 9 Registered Plan No. 33M-682, the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on March 6, 2018 to amend Zoning By-law Z.-1 (in conformity with the Official Plan) to change the zoning of the lands FROM a Holding Residential R1 (h-37•R1-14) Zone TO a Residential R1 (R1-14)

Executive Summary

Summary of Request

To remove a holding provision from the zoning on a vacant lot at 1900 Kilgorman Way.

Purpose and the Effect of Recommended Action

The purpose and effect is to remove the holding ("h-37") symbol from the zoning to permit construction of a single detached dwelling which is permitted under the Residential R1 (R1-14) Zone.

Rationale of Recommended Action

The condition for removing the holding provision has been met as the livestock facility which prevented development of the lot at 1900 Kilgorman Way has been removed. The separation distance from the remaining livestock facility in the area should not impact the future building footprint for a dwelling and its outdoor living area.

Analysis

1.0 Site at a Glance

1.1 Property Description

The property is a vacant building lot within a 23 lot residential subdivision registered on May 1, 2015 (Lot 9 Plan 33M-682). The subdivision consists of large estate lots with individual on-site waste water treatment systems and municipal water supply.

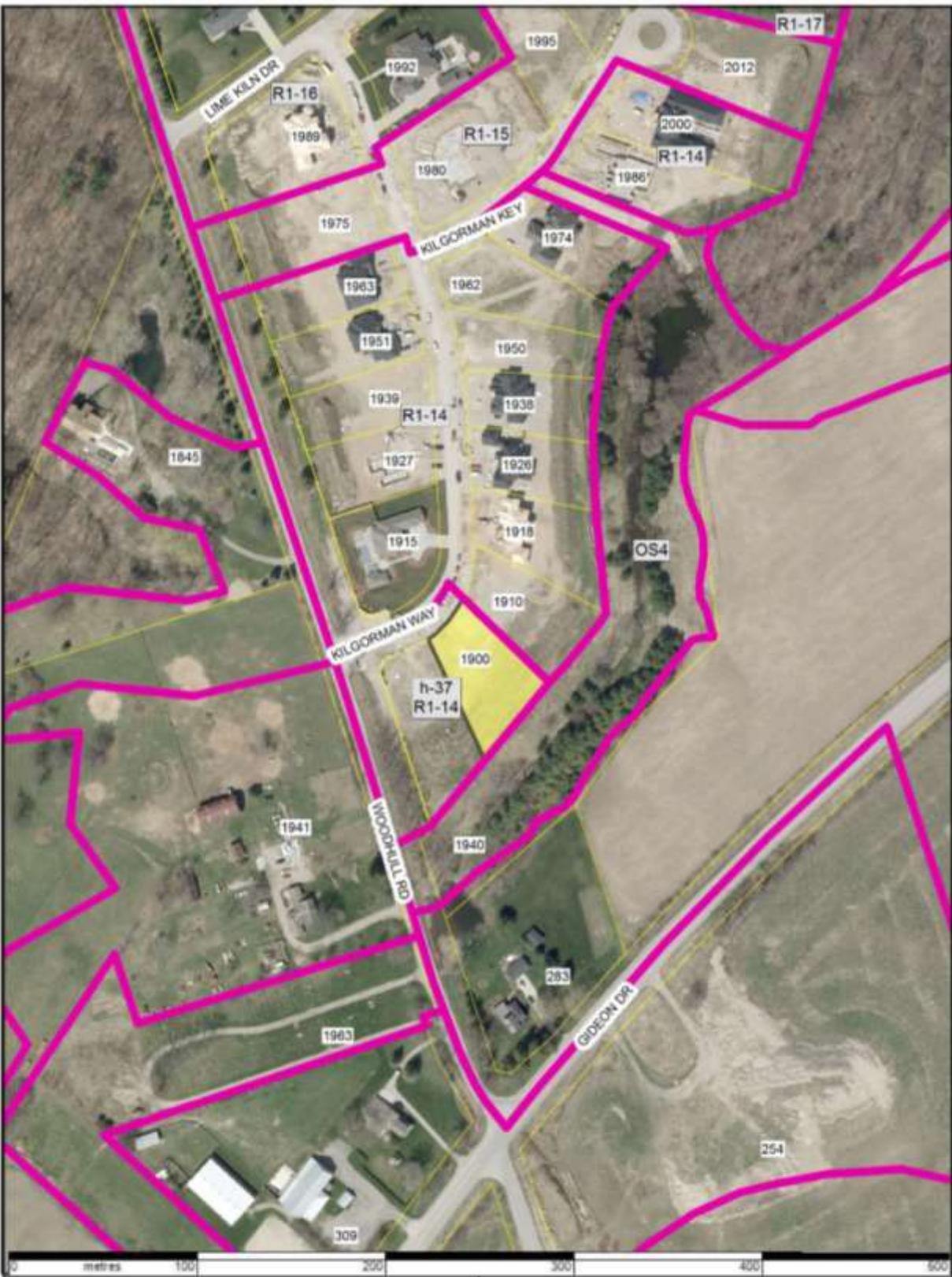
1.2 Current Planning Information (see more detail in Appendix D)

- Official Plan Designation – Rural Settlement
- The London Plan Place Type – Rural Neighbourhoods
- Existing Zoning – holding Residential R1 (h-37•R1-14) Zone

1.3 Site Characteristics

- Current Land Use – vacant building lot
- Frontage – 30 metres (98 ft.)
- Depth – 65 metres (213 ft.)
- Area – 2,671 square metres (28,750 sq.ft.)
- Shape – irregular

Location Map



LOCATION MAP	LEGEND
<p>Subject Site: 1900 Kilgorman Way Applicant: Harasym Homes Inc File Number: H-8854 Planner: L. Mottram Created By: LM Date: 2017-11-23 Scale: 1:2500</p>	<ul style="list-style-type: none"> Subject Site Parks Assessment Parcels Buildings Address Numbers
<p>Corporation of the City of London Prepared By: Planning and Development</p>	<p style="text-align: center;">N </p>

1.4 Surrounding Land Uses

- North – residential single detached dwelling
- East – vacant residential lot
- South – open space
- West – vacant residential lot

2.0 Description of Proposal

2.1 Development Proposal

Construction of a single detached dwelling on a vacant building lot within a registered plan of subdivision.

3.0 Relevant Background

3.1 Planning History

On January 24, 2005 Municipal Council considered an application for lands located at 1820 Woodhull Road, east side, between Gideon Drive and Oxford Street West; immediately adjacent an existing residential subdivision on Lime Kiln Road. The application was for approval of a draft plan of subdivision comprising 23 single detached lots and 1 open space block, served by two local roads. As a result of an appeal, the Ontario Municipal Board (OMB) conducted a hearing and granted Draft Approval on December 7th, 2006 subject to conditions. Extensions to Draft Approval were granted by the OMB in 2009 and again in 2012. Final approval was granted and the plan was registered as Plan 33M-682 on May 1, 2015.

The zoning approved by Council for the development area was Residential R1 (R1-14, R1-15, R1-16 & R1-17), with holding provisions to require a subdivision agreement and address Minimum Distance Separation (MDS) restrictions. The open space block (ravine & stream corridor) was zoned Open Space (OS4 and OS5).

A holding “h-37” provision was applied to the zoning for Lots 8 and 9 within the Draft Plan (municipal numbers 1890 and 1900 Kilgorman Way). These lots were determined to fall within with the Minimum Distance Separation (MDS1) setbacks of two nearby livestock facilities; a large livestock operation located to the south at 254 Gideon Drive and a smaller facility to the west at 1941 Woodhull Road. As a condition of Draft Plan Approval, the Owner agreed that no building permits would be applied for on Lots 8 and 9 until the holding provision on the affected lots was removed to address the minimum distance separation from an identified livestock operation.

The larger livestock facility located at 254 Gideon Drive was later removed in 2012. A smaller livestock facility consisting of a horse farm and stables continues to operate at 1941 Woodhull Road.

3.2 Requested Amendment

A request to amend the zoning to delete the holding (“h-37”) symbol from the subject lands at 1900 Kilgorman Way was received in late 2017. The purpose of the “h-37” provision is to implement the Provincial Minimum Distance Separation (MDS) regulations. The “h-37” holding provision will not be deleted until the existing livestock facility has been removed or, through removal of building infrastructure, is no longer capable of housing livestock. Existing uses may be permitted on an interim basis.

3.3 Community Engagement (see more detail in Appendix B)

In response to the Notice of Application, concerns were expressed by the owner of the livestock facility at 1941 Woodhull Road about future impacts of restricting the use, relocation or expansion of his livestock facility.

3.4 Policy Context (see more detail in Appendix C)

Provincial Policy Statement 2014 contains policies with respect application of Provincial Minimum Distance Separation formulae intended to separate sensitive land uses so as to reduce incompatibility concerns about odour from livestock facilities. The London Plan also contains policies with respect to the implementation of the Minimum Distance Separation (MDS1 and MDSII) guidelines and setback requirements.

3.5 Additional Background

These lands were annexed to the City of London from Delaware Township in 1993 and were part of an extensive planning process called Vision '96 which culminated in Council's adoption of Official Plan Amendment No. 88 (OPA 88) to the City's Official Plan. After numerous appeals and Ontario Municipal Board hearings, the final Board Order was issued for OPA 88 in December 1999 which designated the subject lands as "Rural Settlement". OPA 88 included a Specific Area Policy under Section 10.1.3 with respect to the Rural Settlement designation south of Lime Kiln Drive and east of Woodhull Road. This policy permitted development of a rural estate residential subdivision, subject to completion of an Environmental Impact Study and that it consist of large rural estate lots comparable to the adjacent subdivision on the north side of Lime Kiln Road.

4.0 Key Issues and Considerations

The purpose of the holding ("h-37") provision in the Zoning By-law is as follows:

Purpose: To implement the Provincial Minimum Distance Separation (MDS) regulations the "h-37" holding provision will not be deleted until the existing livestock facility has been removed or, through removal of building infrastructure, is no longer capable of housing livestock.

Permitted Interim Use: Existing uses

4.1 Issue and Consideration # 1

Has the condition for removal of holding (h-37) provision been met?

At the time this plan of subdivision was being considered for draft approval, a survey of livestock facilities in the immediate area was undertaken in order to perform Minimum Distance Separation (MDS1) setback calculations. Two livestock operations were identified as having separation setbacks that overlapped the southerly portion of the subdivision plan. As mentioned previously, a large livestock facility located at 254 Gideon Drive which existed at the time has since been removed and there are no longer any buildings or structures on the site. The separation distance for this facility was 244 metres affecting most of the southerly half of the subject lot at 1900 Kilgorman Way. A smaller livestock facility was identified at 1941 Woodhull Road having a separation distance of 133 metres.

As shown on the Buffer Radius Map in Appendix D of this report, the separation distance measured from the existing barn extends approximately 2-3 metres inside the westerly lot line. However, the lot has sufficient area and is not significantly impacted in terms of providing a building footprint for a home and outdoor living area. Therefore, staff are satisfied that the condition has been met and recommend approval of the request to remove the h-37 symbol for the lot at 1900 Kilgorman Way. The holding provision would remain on the adjacent building lot at 1890 Kilgorman Way as it is closer to this existing livestock operation and entirely within the MDS1 separation distance.

4.2 Issue and Consideration # 2

How is the livestock facility at 1941 Woodhull Road impacted?

The existing horse farm can continue to operate as it has been. However, any proposal for expansion as a livestock facility would be required to meet MDS II separation setbacks in order to comply with the Provincial Policy Statement and The London Plan. Prior to the issuance of any building permit for any new or altered livestock facility, including manure storages, the City will require compliance with the provincial Minimum Distance Separation (MDS II) setbacks and compliance with the provisions of the Zoning By-law. Future expansion or relocation of the existing facility is further constrained by the presence of an adjacent cemetery to the south (Woodhull Cemetery). Concerns were raised by the owner of the active horse farm regarding potentially having to relocate his barn, the need to drill a new well, extend electrical service, access and increased walking distance from the farmhouse. These could be potential issues should there be a proposal for expansion or alteration of the existing livestock facility in the future. The recommended amendment will not affect the current situation. The h-37 holding provision will continue to apply to the remaining lot within the subdivision closest to this facility, consistent with Provincial MDS requirements, PPS and The London Plan policies.

5.0 Conclusion

In review of the application, it is Staff's opinion that it is appropriate to proceed to lift the holding ("h-37") symbol from the zoning map for the residential lot at 1900 Kilgorman Way.

Recommended by:	Larry Mottram, MCIP, RPP Senior Planner - Development Services
Reviewed by:	Lou Pompilli, MPA, RPP Manager, Development Planning
Reviewed by:	Matt Feldberg Manager, Development Services (Subdivisions)
Concurred In by:	Paul Yeoman, RPP, PLE Director, Development Services
Submitted by:	George Kotsifas, P. Eng Managing Director, Development and Compliance Services and Chief Building Official

February 12, 2018
GK/PY/MF/LP/LM/lm

Y:\Shared\DEVELOPMENT SERVICES\4 - Subdivisions\2017\H-8854 - 1900 Kilgorman Way (LM)\PEC Report.docx

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning of lands located at 1900 Kilgorman Way; comprising Lot 9 Registered Plan 33M-682.

WHEREAS Harasym Homes Inc. has applied to remove the holding provision from the zoning for lands located at 1900 Kilgorman Way; comprising Lot 9 Registered Plan No. 33M-682, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1900 Kilgorman Way; comprising Lot 9 Registered Plan No. 33M-682, as shown on the attached map, to remove the holding provision so that the zoning of the lands as a Residential R1 (R1-14) Zone comes into effect
- 2) The By-law shall come into force and effect on the date of passage.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Appendix B – Public Engagement

Community Engagement

Public liaison: On November 23, 2017, Notice of Application was sent to fifteen property owners in the surrounding area. Notice of Application was also published in the *Public Notices and Bidding Opportunities* section of *The Londoner* on December 7, 2017.

1 reply was received

Nature of Liaison: The purpose and effect is to remove the holding (h-37) provision to allow development of the lands for residential uses permitted under the Residential R1 (R1-14) Zone. The purpose of the “h-37” provision is to implement the Provincial Minimum Distance Separation (MDS) regulations the “h-37” holding provision will not be deleted until the existing livestock facility has been removed or, through removal of building infrastructure, is no longer capable of housing livestock.

Responses: A summary of the various comments received include the following:

Concern for:

Livestock facility at 1941 Woodhull Road:

- Owner expressed concern about further restrictions on use of his property and potentially having to relocate his barn. He would need to drill new well, extend electrical service, and increase walking distance from farmhouse. Relocation or expansion of his livestock facility is also restricted by the presence of an adjacent cemetery and would be subject to Minimum Distance Separation (MDS) requirements.

Responses to Public Liaison Letter and Publication in “The Londoner”

Telephone	Written
Mohamed Moussa – 155 Thornton Street (owner 1941 Woodhull Road)	none

Agency/Departmental Comments

Upper Thames River Conservation Authority (UTRCA)

“The UTRCA has no objections to this application but we remind the applicant to contact the Conservation Authority regarding the Section 28 permit requirements for the proposed development of these lands.”

Appendix C – Policy Context

The following policy and regulatory documents were considered in their entirety as part of the evaluation of this requested land use change. The most relevant policies, by-laws, and legislation are identified as follows:

Provincial Policy Statement, 2014

2.3.3.3 New land uses, including the creation of lots, and new or expanding livestock facilities shall comply with the *minimum distance separation formulae*.

The London Plan

1773_ Any proposed planning and development applications for lands outside of the Urban Growth Boundary, and any proposals to expand the Urban Growth Boundary, shall meet the required odour setbacks in accordance with the provincial Minimum Distance Separation (MDS I) Implementation Guidelines and Formulae, as amended by the Province from time to time.

1774_ Prior to the issuance of any building permit for any new or altered livestock facility, including manure storages, the City will require compliance with the provincial Minimum Distance Separation (MDS II) setbacks and compliance with the provisions of the Zoning By-law.

Appendix D – Relevant Background

Zoning Map



 **COUNCIL APPROVED ZONING FOR THE SUBJECT SITE:**

1) **LEGEND FOR ZONING BY-LAW Z-1**

- | | |
|--|---|
| <ul style="list-style-type: none"> R1 - SINGLE DETACHED DWELLINGS R2 - SINGLE AND TWO UNIT DWELLINGS R3 - SINGLE TO FOUR UNIT DWELLINGS R4 - STREET TOWNHOUSE R5 - CLUSTER TOWNHOUSE R6 - CLUSTER HOUSING ALL FORMS R7 - SENIOR'S HOUSING R8 - MEDIUM DENSITY/LOW RISE APTS. R9 - MEDIUM TO HIGH DENSITY APTS. R10 - HIGH DENSITY APARTMENTS R11 - LODGING HOUSE
 DA - DOWNTOWN AREA RSA - REGIONAL SHOPPING AREA CSA - COMMUNITY SHOPPING AREA NSA - NEIGHBOURHOOD SHOPPING AREA BDC - BUSINESS DISTRICT COMMERCIAL AC - ARTERIAL COMMERCIAL HS - HIGHWAY SERVICE COMMERCIAL RSC - RESTRICTED SERVICE COMMERCIAL CC - CONVENIENCE COMMERCIAL SS - AUTOMOBILE SERVICE STATION ASA - ASSOCIATED SHOPPING AREA COMMERCIAL
 OR - OFFICE/RESIDENTIAL OC - OFFICE CONVERSION RO - RESTRICTED OFFICE OF - OFFICE | <ul style="list-style-type: none"> RF - REGIONAL FACILITY CF - COMMUNITY FACILITY NF - NEIGHBOURHOOD FACILITY HER - HERITAGE DC - DAY CARE
 OS - OPEN SPACE CR - COMMERCIAL RECREATION ER - ENVIRONMENTAL REVIEW
 OB - OFFICE BUSINESS PARK LI - LIGHT INDUSTRIAL GI - GENERAL INDUSTRIAL HI - HEAVY INDUSTRIAL EX - RESOURCE EXTRACTIVE UR - URBAN RESERVE
 AG - AGRICULTURAL AGC - AGRICULTURAL COMMERCIAL RRC - RURAL SETTLEMENT COMMERCIAL TGS - TEMPORARY GARDEN SUITE RT - RAIL TRANSPORTATION
 "Y" - HOLDING SYMBOL "D" - DENSITY SYMBOL "H" - HEIGHT SYMBOL "B" - BONUS SYMBOL "T" - TEMPORARY USE SYMBOL |
|--|---|

CITY OF LONDON

PLANNING SERVICES / DEVELOPMENT SERVICES

**ZONING
 BY-LAW NO. Z.-1
 SCHEDULE A**



THIS MAP IS AN UNOFFICIAL EXTRACT FROM THE ZONING BY-LAW WITH ADDED NOTATIONS.

FILE NO:
 H-8854 LM

MAP PREPARED:
 2018/01/25 WR

1:2,500
 0 12.5 25 50 75 100 Meters

Minimum Distance Separation (MDSI)
Buffer Radius Map



Additional Reports

File No. 39T-03511 / OZ-6558 - 1820 Woodhull Road – Planning Committee Meeting on December 13, 2004 – Report from the General Manager of Planning and Development recommending approval of Draft Plan of Subdivision, Official Plan and Zoning By-law Amendments with respect an application by Phyllis Matthews for lands located at 1820 Woodhull Road.

Sent: Monday, February 12, 2018 4:15 AM

To: Saunders, Cathy <csaunder@london.ca>; Turner, Stephen <sturner@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Cassidy, Maureen <mcassidy@london.ca>; Helmer, Jesse <jhelmer@london.ca>; Park, Tanya <tpark@london.ca>

Cc: Lysynski, Heather <hlysynsk@London.ca>; Mottram, Larry <LMottram@London.ca>

Subject: Delegation Status Request

To: Planning and Environment Committee

Dear Committee Members,

Re: Application by Harasym Homes Inc. (ref: H-8854) - Removal of Holding Provision h-37 (Provincial Minimum Distance Separation)

Municipal Address: 1900 Kilgorman Way; Lot 9 RP No 33M-682

Please accept this as my request for delegation status in regard to the above-noted Application. It's my understanding that the Planning and Environment Committee will be hearing the Application on Tuesday, February 20, 2018 and will subsequently make its recommendation to Council. I am requesting an opportunity to make a presentation to Committee.

As the owner of the agricultural property and livestock facilities which trigger the above h-37 provision and whose property is also directly affected by the potential removal of such provision, it is my intention to make submissions to Committee as to the reasons why this Application is premature and why the holding provision should not be removed.

Thanking you in advance.

Respectfully,

Mohamed Moussa

3RD REPORT OF THE
LONDON ADVISORY COMMITTEE ON HERITAGE

Meeting held on February 14, 2018, commencing at 5:30 PM, in Committee Rooms #1 and 2, Second Floor, London City Hall.

PRESENT: M. Whalley (Acting Chair), S. Adamsson, D. Brock, J. Cushing, H. Elmslie, S. Gibson, T. Jenkins, J. Manness, B. Vazquez and K. Waud and J. Bunn (Secretary).

ABSENT: D. Dudek and H. Garrett.

ALSO PRESENT: J. Dent, L. Dent, K. Gonyou, A. Rammeloo and J. Ramsay.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. SCHEDULED ITEMS

2. London's Bus Rapid Transit Project - Cultural Heritage Screening Report

That the Cultural Heritage Screening Report for the London Bus Rapid Transit System, dated February 6, 2018, from WSP Group, BE REFERRED to the Stewardship Sub-Committee for review of properties identified in the Screening Report which may require further heritage research and a report back to the March meeting of the London Advisory Committee on Heritage (LACH) with respect to this matter;

it being noted that the LACH received the attached presentation from J. Ramsay, Project Director, Rapid Transit Implementation and S. Jarrett, WSP Group, related to this matter.

III. CONSENT ITEMS

3. 2nd Report of the London Advisory Committee on Heritage

That it BE NOTED that the 2nd Report of the London Advisory Committee on Heritage, from its meeting held on January 10, 2018, was received.

4. Municipal Council Resolution - 1st Report of the London Advisory Committee on Heritage

That it BE NOTED that the Municipal Council resolution from its meeting held on January 16, 2018, with respect to the 1st Report of the London Advisory Committee on Heritage, was received.

5. Municipal Council Resolution - Intent to designate the property located at 440 Grey Street

That it BE NOTED that the Municipal Council resolution from its meeting held on January 16, 2018, with respect to the Municipal Council's intent to designate the property located at 440 Grey Street, was received.

6. Municipal Council Resolution - 2nd Report of the London Advisory Committee on Heritage

That it BE NOTED that the Municipal Council resolution from its meeting held on January 30, 2018, with respect to the 2nd Report of the London Advisory Committee on Heritage, was received.

IV. SUB-COMMITTEES & WORKING GROUPS

7. Planning and Policy Sub-Committee

That the following actions be taken with respect to the attached letter dated December 29, 2017, from W. Morgan, Community Heritage Ontario, seeking support from Ontario municipal heritage committees for federal action on the conservation of heritage properties:

- a) Municipal Council BE REQUESTED to endorse all of the recommendations included in the above-noted letter from Community Heritage Ontario, specifically recommendation number 11 related to the “establishment of a tax credit for the restoration and preservation of buildings listed on the Canadian Register of Historic Places”; and,
- b) the attached, revised, letter from the London Advisory Committee on Heritage in response to the above-noted communication from Community Heritage Ontario, BE APPROVED by Municipal Council.

V. ITEMS FOR DISCUSSION

8. Heritage Planners' Report

That it BE NOTED that the attached submission from K. Gonyou and L. Dent, Heritage Planners, with respect to various updates and events, was received.

VI. DEFERRED MATTERS/ADDITIONAL BUSINESS

9. (ADDED) CHO Newsletter

That it BE NOTED that copies of the Community Heritage Ontario newsletter dated “Winter 2018”, were distributed to the members of the London Advisory Committee on Heritage.

VII. ADJOURNMENT

The meeting adjourned at 7:39 PM.

NEXT MEETING DATE: March 14, 2018

LONDON'S BUS RAPID TRANSIT SYSTEM

London Advisory Committee on Heritage Meeting

February 14, 2018

WWW.SHIFTLONDON.CA

1

LONDON'S BUS RAPID TRANSIT SYSTEM

Introduction

WWW.SHIFTLONDON.CA

2

LONDON'S BUS RAPID TRANSIT SYSTEM

November 7th Heritage Workshop

WWW.SHIFTLONDON.CA

3

LONDON'S BUS RAPID TRANSIT SYSTEM

November 7th Heritage Workshop

WWW.SHIFTLONDON.CA

4

LONDON'S BUS RAPID TRANSIT SYSTEM

What's next for TPAP

- Compile feedback from December and January engagement events.
- Refine designs and evaluate options to identify technical preferred design
- Present preferred Preliminary Design to public and stakeholders
- Bring forward draft Environmental Project Report to Council
- Initiate formal TPAP process with additional consultation opportunities.

We Are Here

2017 2018

S O N D J F M A M J J A S

Pre-Planning & Consultation Transit Project Assessment Process

5

LONDON'S BUS RAPID TRANSIT SYSTEM

Today's Presentation

WWW.SHIFTLONDON.CA

6

LONDON'S BUS RAPID TRANSIT SYSTEM

Agenda

1. Introduction
2. Stage 1-2 Archaeological Assessment
3. Cultural Heritage Screening Report
4. Next Steps
5. Comments/Questions

WWW.SHIFTLONDON.CA  **shift** 

LONDON'S BUS RAPID TRANSIT SYSTEM

Introduction



WWW.SHIFTLONDON.CA  **shift** 

7

8

LONDON'S BUS RAPID TRANSIT SYSTEM

Stage 1-2 Archaeological Assessment

- Following the MTCS *Standards and Guidelines for Consultant Archaeologists* draft Stage 1-2 Archaeological Assessment submitted to the City of London on January 29, 2018 based on the current footprint.
- 8 historic cemeteries present within or immediately adjacent to the project footprint.
 - St. Paul's Anglican Cemetery
 - Two 19th century Catholic Cemeteries
 - Potters' field
 - Restmount and Or Shalom
 - Oakland and Restmount

WWW.SHIFTLONDON.CA  **shift** 

LONDON'S BUS RAPID TRANSIT SYSTEM

How to Address the Heritage Impact of the London BRT

Three Step Process

1. Determine what known and potential cultural heritage resources may be impacted by the proposed project.
2. Evaluate potential cultural heritage resources and recommend whether they are of significant cultural heritage value or interest warranting protection under the Ontario Heritage Act.
3. Review the impacts of the project as proposed to the heritage attributes of all cultural heritage resources. Propose mitigative measures to reduce or remove any negative impacts.

WWW.SHIFTLONDON.CA  **shift** 

9

10

LONDON'S BUS RAPID TRANSIT SYSTEM

Heritage Assessment Process

Cultural Heritage Screening Report (CHSR)

- Draft provided to the City of London.
- Scope is focused on determining what known or potential heritage are within the project footprint and on adjacent lands.
- Major result is looking at the potential heritage resources which includes the City of London's listed property.
- Consultation with the City of London key for determining further work recommendations.

WWW.SHIFTLONDON.CA  **shift** 

LONDON'S BUS RAPID TRANSIT SYSTEM

Heritage Assessment Process

Cultural Heritage Screening Report

- Methodology focused on answering the questions under the MTCS *Criteria for Evaluating Potential for Built Heritage Resources and Cultural Heritage Landscapes: A Checklist for the Non-Specialist*.
- The Checklist asks:
 - Have any designation, commemoration, adjacent to cemetery within a Canadian Heritage River System?
 - Does the property have features older than 40 years?

WWW.SHIFTLONDON.CA  **shift** 

11

12



Heritage Assessment Process

- 40 year old feature is the primary driver for triggering the need for an evaluation.
- Study reviewed:
 - Aerial photography from 1967 and 1976 reviewed in comparison with modern aerial photographs, 1888, 1907, 1915 and 1922 FIP. To determine the age of structures.
 - Corridor reviewed through site visit and google street view.
 - Information on designated and listed structures provided by the City of London.



13



Heritage Assessment Process

- Cultural Heritage Screening Report (CHSR)
- 421 properties screened as needing evaluation based on the MTCS *Criteria for Evaluating Potential for Built Heritage Resources and Cultural Heritage Landscapes: A Checklist for the Non-Specialist*.
 - 219 properties within the project footprint
 - 202 properties are on adjacent parcels.
 - The 421 properties need to be reviewed further in consultation with the City of London to determine if a CHER is necessary or if some can be screened out through a City initiative.



14



Heritage Assessment Process

Cultural Heritage Screening Report

- 110 listed properties within the project footprint or adjacent lands.
- 12 designated properties within or adjacent to the project footprint.
- 3 Heritage Conservation Districts within the project footprint and none immediately adjacent.



15



Heritage Assessment Process

Cultural Heritage Screening Report Results:

- 110 listed properties recommended for CHER;
- 421 properties recommended for CHER or other evaluative process; and,
- 12 designated properties and 3 Heritage Conservation Districts recommended to be studied within an HIA.



16



Heritage Assessment Process

Cultural Heritage Evaluation Reports (CHER)

- Total of 531 CHERs recommended, 110 listed properties and 421 meeting the criteria on the checklist
- Why complete CHERs on Listed Properties?
 - Listing indicates that the City of London believes that the property is likely to be of significant CHVI.
 - CHER reviews this determination with background research and if it concurs with the determination of CHVI, recommends heritage attributes.



17



Heritage Assessment Process

Heritage Impact Assessment (HIA)

- To be completed once near final design is available.
- Important to note that early designations by municipalities often did not detail the heritage attributes of the resource in the designation, Heritage Impact Assessment can propose heritage attributes for the designated resources or they can be defined in advance by the City.



18

LONDON'S BUS RAPID TRANSIT SYSTEM

Next Steps

WWW.SHIFTLONDON.CA

19

LONDON'S BUS RAPID TRANSIT SYSTEM

Archaeological Assessments to begin Spring 2018

- Consultations to be undertaken with various property owners along the route in areas with the potential to contain both deeply buried resource and/or cemeteries.
- Access to private property for archaeological assessments critical for the timely completion of the investigations.

WWW.SHIFTLONDON.CA

20

LONDON'S BUS RAPID TRANSIT SYSTEM

Consultation with City of London for CHER studies

- Consultation with the City of London to determine the number of CHER studies to be completed based on the results of the CHSR.
- Some of the potential resources may have already been studied under separate CHER or other heritage assessment work.
- Heritage Impact Assessments to be completed once a near final project design is generated.

WWW.SHIFTLONDON.CA

21

LONDON'S BUS RAPID TRANSIT SYSTEM

LACH Request

- Review the 421 properties that meet the basic criteria for evaluation and recommend which properties which the committee feels require a CHER and which can be excluded from further review.
- Look to provide any information you may have on the 110 listed properties and the designated properties which were designated prior to 2005.

WWW.SHIFTLONDON.CA

22

LONDON'S BUS RAPID TRANSIT SYSTEM

We Are Here

Phase	Duration	Key Milestones
Pre-Planning & Consultation (2017)		<ul style="list-style-type: none"> • Continue Environmental Studies • Develop Alternative Designs • Consult with Agencies, Aboriginal Communities, Stakeholders and the Public • Assess Impacts & Mitigation • Develop Preliminary Engineering Design • Draft Environmental Project Report (EPR)
Transit Project Assessment Process (2018)	120 days	<ul style="list-style-type: none"> • Consult with Agencies, Aboriginal Communities, Stakeholders and the Public on Draft EPR and Preliminary Engineering Design • Document findings in Final EPR
	30 days	Public review of final EPR & opportunity for objections
	35 days	Minister's Review & Decision (if objection received)
		Statement of Completion

WWW.SHIFTLONDON.CA

23

LONDON'S BUS RAPID TRANSIT SYSTEM

Questions/Comments

WWW.SHIFTLONDON.CA

24

December 29, 2017

London
Mr. Derek Dudek
Chairperson
London Advisory Committee on Heritage
c/o Kyle Gonyou, Heritage Planner
300 Dufferin Ave
P O Box 5035
London, ON N6A 4L9

Dear Mr. Derek Dudek,

Community Heritage Ontario (CHO) is writing to all Ontario municipal heritage committees seeking support for federal action on the conservation of heritage properties.

CHO seeks the support of both your Heritage Committee and your Municipal Council in each writing to the federal Minister of Environment with copies to the Minister of Finance and your member(s) of federal Parliament supporting the recommendations of the federal House of Commons Standing Committee on Environment and Sustainable Development contained in report 10 regarding the preservation of Canada's heritage. A copy of the seventeen Committee recommendations is attached. The full report is available for viewing at: <http://www.ourcommons.ca/DocumentViewer/en/42-1/ENVI/report-10>.

While all of the Committee's recommendations are worthy of support, it would be helpful if, in your letters, you emphasized recommendation number eleven, a proposed tax credit for restoration and preservation work on buildings listed in the Canadian Register of Historic Places. The tax credit program could be similar to one that has been utilized for years by the United States federal government. That tax credit program has achieved success in conserving America's heritage properties while at the same time generating substantial economic development.

Implementation of the Committee's recommendations will not only help conserve federally owned heritage properties but will also assist in the conservation of privately owned heritage properties.

It is essential that we demonstrate widespread support for a federal government role in conserving Canada's heritage and that this role should be pursued through the implementation of the Standing Committee's recommendations.

Input is being sought by the federal government on these recommendations over the next two months. It is important that letters of support be received by the federal Ministers no later than February 28, 2018.

Sincerely,

Wayne Morgan
President, Community Heritage Ontario

Recommendations Attached



Wayne Morgan
President, Community Heritage Ontario

RECOMMENDATIONS

of Report 10 of the House of Commons Standing Committee on Environment and Sustainable Development - Preserving Canada's Heritage: The Foundation for Tomorrow

The Committee Recommends that the federal government:

1. *Policy on Management of Real Property* be integrated in new legislation so that custodian departments of designated federal heritage buildings are required to protect the commemorative integrity of these buildings and prevent demolition-by-neglect.
2. introduce legislation to provide statutory protection for federal heritage buildings.
3. introduce legislation imposing on Crown corporations the same requirements imposed on federal departments and agencies by the *Policy on Management of Real Property* regarding the management of federal heritage buildings, in order to protect the commemorative integrity of buildings owned by these Crown corporations and prevent their demolition-by-neglect.
4. introduce legislation to establish a process to protect, conserve, document and exhibit archaeological resources on federal land and under waters of federal responsibility.
5. introduce legislation to provide a statutory obligation on federal departments, agencies and Crown corporations to protect the commemorative integrity of all national historic sites of Canada.
6. introduce legislation to provide a statutory obligation on federal departments, agencies and Crown corporations to protect the integrity of federal heritage buildings owned by the federal government or under its jurisdiction.
7. Treasury Board Secretariat work with federal departments and agencies to ensure that they invest 2% of the asset replacement value annually towards the maintenance and repair of federal heritage buildings, as recommended in the Treasury Board Secretariat's *Guide to the Management of Real Property*.
8. adopt a policy requiring federal departments and agencies to, when deemed appropriate, give preference to existing heritage buildings when considering leasing or purchasing space.
9. introduce legislation to:
 - a. ensure that federal actions do not adversely impact the commemorative integrity of national historic sites of Canada or the integrity of heritage sites and buildings designated by provinces and municipalities in Canada;
 - b. provide statutory protection for Canadian World Heritage sites;
 - c. ensure that federal actions take into consideration the heritage values of Canada's historic places; and
 - d. give statutory recognition of the Canadian Register of Historic Places and the *Standards and Guidelines for the Conservation of Historic Places in Canada*.

10. restore the funding level for the National Cost-Sharing Program for Heritage Places to a minimum of \$10 million per year.
11. establish a tax credit for the restoration and preservation of buildings listed on the Canadian Register of Historic Places.
12. in co-operation with provincial and territorial governments, work to adapt future versions of Canada's *National Model Building Codes* in a manner that will facilitate the restoration and the rehabilitation of existing buildings and the preservation of their heritage characteristics.
13. Parks Canada review its National Cost-Sharing Program and, if it is determined that rural sites are under-represented in applications for funding or in the awarding of funding, steps should be taken to improve the program.
14. consider supporting an initiative modelled after the "Main Street America" model, to encourage public and private investment in commercial historic buildings in rural areas and small cities as a catalyst for community sustainability and economic development.
15. support an Indigenous-led initiative that will be responsible for:
 - a. determining how places that are important to Canada's Indigenous peoples should be protected and preserved;
 - b. enhancing the capacity of Indigenous communities to preserve places that are important to them; and
 - c. presenting the perspective of Indigenous communities regarding the protection of places that are important to them to the Historic Sites and Monuments Board of Canada and its Secretariat, Parks Canada and other federal government departments and agencies.
16. Parks Canada, in cooperation with Indigenous groups, include Indigenous registrars in the Canadian Register of Historic Places to improve the process by which Indigenous places that are important to Indigenous peoples are identified and designated.
17. in support of the Truth and Reconciliation Commission's calls to action 79 and 81, and in consultation with Indigenous groups:
 - a. introduce legislation amending the *Historic Sites and Monuments Act* to add First Nations, Inuit, and Métis representation on the Historic Sites and Monuments Board of Canada and its Secretariat.
 - b. The Historic Sites and Monuments Board of Canada revise the policies, criteria, and practices of the National Program of Historical Commemoration to integrate Indigenous history, heritage values, and memory practices into Canada's national heritage and history.
 - c. Parks Canada develop and implement a national heritage plan and strategy for commemorating and, where appropriate, conserving residential school sites, the history and legacy of residential schools, and the contributions of Indigenous peoples to Canada's history.
 - d. in collaboration with Residential School Survivors, commission and install a publicly accessible, highly visible, Residential Schools National Monument in the city of Ottawa to honour Survivors and all the children who were lost to their families and communities.

January 24, 2018

Environment and Climate Change Canada
200 Sacré-Coeur Boulevard
Gatineau QC K1A 0H3

Attention: The Honourable Catherine McKenna MP

We are writing to express our support for the recommendations of the Federal House of Commons Standing Committee on Environment and Sustainable Development contained in Report 10 regarding the preservation of Canada's heritage

We support all of the Committee's recommendation and we especially recommend number eleven, a proposed tax credit for restoration and preservation work on buildings listed in the Canadian Register of Historic Places.

The City of London Ontario has approximately 70 properties listed in the Register (please see attached list) as well as other municipally listed and designated properties that would benefit from the tax credit. We feel the tax credit should be applicable to all properties in the Register in order to help encourage investment in the preservation and restoration of Canada's built heritage.

As the significant impact of these recommendation will be felt in our own community, as well as nationally, we urge you to support the recommendations, especially number eleven, included in Report 10, Preserving Canada's Heritage: The Foundation for Tomorrow.

Thank you for your consideration of this important issue.

Sincerely,

Derek Dudek, Chairperson
London Advisory Committee on Heritage
London, Ontario

cc The Honourable William Francis Morneau, Minister of Finance
Kate Young, London West MP
Peter Fragiskatos, London Centre MP
Irene Mathysen, London Fanshawe MP
Karen Vecchio, Elgin-Middlesex-London MP
Mayor Matt Brown and Council, City of London

City of London Ontario buildings listed in the Canadian Register of Historic Places

1. 49 Ridout Street South (Private Residence)
2. 95 & 97 High Street/53 McClary Street (McClary House)
3. 85 Albion Street (Private Residence)
4. 194 Dundas Street (Loew's Theatre)
5. 379 Dundas Street (London Tower)
6. 36 Grosvenor Street (Carling House)
7. 710 Dundas Street (Palace Theatre)
8. 1600 Attawandaron Road (Lawson Site)
9. 64 Elmwood Avenue East (Private Residence)
10. 370 Commissioners Road West (Brick Street Cemetery)
11. 5190 Colonel Talbot Road (Scottsville Cemetery)
12. 472 Richmond Street (St. Paul's Cathedral)
13. 186 Waterloo Street (Old Waterloo South Primary Public School)
14. 150 Philip Aziz Avenue (Private Residence)
15. 1 Dundas Street (Forks of the Thames Interpretive Centre)
16. Old East Heritage Conservation District
17. 1017 Western Road (Grosvenor Lodge)
18. 38 Weston Street (Curnoe Property)
19. Wolseley Barracks (including "O" Block) National Historic Site of Canada
20. 398 Piccadilly Street (Private Residence)
21. 639 Barton Street (Raleigh House)
22. 308 Princess Avenue (Private Residence)
23. 471 Richmond Street (Grand Theatre)
24. 329 St. George Street (Thornwood Residence)
25. 430 Grey Street (Beth Emanuel British Methodist Episcopal Church)
26. 496 Waterloo Street (Private Residence)
27. 399 Ridout Street North (Middlesex Court House National historic Site)
28. 101 Windermere Road (Elise Perrin Williams Estate)
29. 435, 441-447 & 451 Ridout Street North (Ridout Street Complex National Historic Site)
30. Blackfriars Bridge
31. 1040 Waterloo Street (St. Peter's Seminary)
32. 482 Dundas Street (Dundas Centre United Church)
33. 120 Meadowlily Road South (Park Farm)
34. 513 Talbot Street (First Christian Reformed Church)
35. 305 Queens Avenue (Elise Perrin Williams Library)
36. 25 Wilson Avenue (Labatt Memorial Park)
37. 869 Dundas Street (Hayman House)
38. Bishop Hellmuth Heritage Conservation District
39. 165 Elmwood Avenue East (London Normal School)
40. 442 Adelaide Street North (Banting House National Historic Site)
41. 150 Chelsea Avenue (Norton Attawandaron Site)
42. 37 Ridout Street (Private Residence)
43. 650 Elizabeth Street (T Block)
44. East Woodfield Heritage Conservation District
45. 22 Peter Street (Crooks Property)
46. 291 Epworth Avenue (Goodholme)
47. 119 Carling Street (Substation 4)
48. 138 Wellington Street (Christ Anglican Church)
49. 481 Ridout Street (Eldon House)
50. 457 Richmond Street (Dominion Public Building)
51. 165 Oxford Street East (Private Residence)
52. 437 Victoria Street (Private Residence)
53. 379 Wortley Road (Private Residence)
54. 580 Clarence Street (Victoria Park)
55. 10 Grand Avenue (Waverly House)
56. 330 Clarence Street (Sterling Place)
57. 1097 Commissioners Road West (Flint Cottage)
58. 155 Adelaide Street North (Fire Hall No.5)
59. 229 Dundas Street (London Mechanics Institute Building)
60. 700 Pond Mills Road (Baty House)
61. 501 Colborne Street (Private Residence)
62. 527 Princess Avenue (Private Residence)
63. 260 Sydenham Street (Private Residence)
64. 39 Carfrae Street (Private Residence)
65. 850 Highbury Avenue North (London Psychiatric Hospital)
66. 267 Dundas Street (J. Allyn Taylor Building)
67. 473 Baker Street (New Brighton Housing Co-operative)
68. 55 Centre Street (Chestnut Hill - Private Residence)
69. 566 Dundas Street (John Buchan house)
70. 350 Talbot Street (Private Residence)
71. 795 Dundas Street (Aeolian Hall)

Heritage Planners' Report to LACH: February 14, 2018

1. Heritage Alteration Permits processed under Delegated Authority By-law:
 - a. 115 Askin Street (Wortley Village-Old South HCD): signage
 - b. 252 Dundas Street (Downtown HCD): signage
 - c. 478 Richmond Street (Downtown HCD): signage
 - d. 69 Wilson Avenue (Blackfriars/Petersville HCD): addition/alteration
 - e. 915 Queens Avenue (Old East HCD): new building

2. ONLand (Teranet in partnership with Service Ontario):

www.help.onland.ca/en/onland-is-here

Teranet, in partnership with ServiceOntario, has built this web portal to deliver key statutory services relating to land and property ownership in Ontario to land registry professionals and the public.

The first phase of the web portal offers customers the opportunity to test out the historical land registration book search and view option only. Customers will still be required to visit a land registry office to print any records. For more information on Historical Books, please [click here](#).

We will provide an update when full search capabilities are available on OnLand in late 2018.

When fully implemented, OnLand will allow users to search historical and current property records, anywhere in the province, from the convenience of your home or office, instead of visiting a land registry office.

3. Heritage Week Postcard – send to heritage property owners (see next page)
4. 2017 Heritage Planning Program (distributed separately)
5. London Endowment for Heritage – ad hoc Allocation Committee
 - a. Allocation Meeting Dates: Thursday April 19 or Thursday April 26, noon-2pm (lunch provided)
6. Discussion: Demolition Permit (*Ontario Building Code*) + Demolition Permit (*Ontario Heritage Act*)

Upcoming Heritage Events

- ACO London Region – Heritage London Foundation 11th Annual Heritage Awards Gala Thursday February 15, 2018. More information: www.acolondon.ca/acoLondon/Awards.html
- Heritage Fair 2018 at the Central Library, on Saturday, February 17, 2018 – from 9:00am-3:00pm. More information: www.londonheritage.ca/heritagefair
- Tourism London – History & Heritage. More information: www.londontourism.ca/Events/History-and-Heritage
- Ontario Heritage Trust – Heritage Week. More information: www.heritagetrust.on.ca/en/index.php/pages/programs/heritage-week
Ontario Heritage Conference – June 7-9, 2018 in Sault Ste. Marie. More information: www.ontarioheritageconference.ca/program

London's seven Heritage Conservation Districts

Bishop Hellmuth
Blackfriars/Petersville
Downtown
East Woodfield
Old East
West Woodfield
Wortley Village-Old South

519-661-4980
heritage@london.ca
london.ca

W	E	E	S	T	P	W	S	R	I	T	L	E	R	S	O	D	O	Y	K	L	S
S	B	D	M	O	A	O	R	L	Q	U	E	Y	T	P	M	N	O	S	B	O	T
B	L	A	C	K	F	R	I	A	R	S	P	E	T	E	R	S	V	I	L	L	E
O	W	S	A	A	R	T	T	S	M	I	I	C	B	I	Y	T	L	E	Y	D	P
O	A	Y	J	W	T	L	Y	U	U	X	I	O	P	R	O	R	R	L	M	E	S
K	Z	L	L	T	R	E	A	S	T	T	O	L	J	K	F	R	I	A	R	A	T
S	L	A	S	I	B	Y	U	Q	W	E	O	P	S	C	W	L	A	E	W	S	L
A	R	G	T	W	L	V	S	B	U	P	L	S	W	O	Q	L	T	O	E	T	K
L	E	Y	T	F	B	I	S	H	O	P	H	E	L	L	M	U	T	H	S	I	L
I	O	C	L	E	R	L	Y	D	R	G	I	N	H	L	O	P	Y	R	T	W	E
H	U	Y	T	E	A	L	Q	W	E	R	X	B	M	I	M	W	A	Q	W	R	E
A	R	F	I	L	E	A	S	T	W	O	O	D	F	I	E	L	D	R	O	I	L
C	H	W	Y	T	B	G	I	A	F	T	H	L	B	O	F	D	R	O	O	W	T
L	L	O	B	E	F	E	T	Y	S	K	D	H	Y	R	D	G	T	E	D	D	W
J	Y	O	W	L	M	O	E	H	E	R	I	T	A	R	E	E	S	U	F	I	M
K	L	E	J	E	R	L	T	T	Y	W	J	R	G	E	S	A	D	O	I	Y	P
Q	U	Y	C	N	O	D	X	C	O	N	S	E	R	V	E	A	Y	W	E	S	T
P	E	T	A	R	C	S	H	E	L	M	U	T	H	W	O	R	T	L	L	Q	Y
D	D	O	W	N	T	O	W	N	H	A	I	I	W	E	G	F	S	A	D	W	E
Z	I	K	L	T	D	U	L	N	U	Y	W	T	E	S	D	E	A	S	T	W	J
E	R	Y	V	I	L	T	L	K	A	V	I	L	L	E	A	H	G	R	D	I	M
X	C	F	S	E	V	H	E	O	L	M	B	T	F	D	F	R	I	A	R	S	Q



MEMO

To: Chair and Members, London Advisory Committee on Heritage

From: Laura Dent, Heritage Planner
Kyle Gonyou, Heritage Planner

CC: John M. Fleming, City Planner
Jim Yanchula, Manager, Urban Regeneration

Date: February 14, 2018

Re: 2017 Heritage Planning Program

Overview

The following information provides a summary of the 2017 Heritage Planning Program.

At the end of 2017, London has:

- Seven Heritage Conservation Districts with over 4,000 heritage designated properties
- 334 individually designated heritage properties
- 1,964 heritage listed properties
- One cultural heritage landscape

London Advisory Committee on Heritage

The London Advisory Committee on Heritage (LACH) continued to implement its Work Plan in 2017.

Archaeological Resources

The Archaeological Management Plan (2017) was endorsed by Municipal Council in 2017. Staff are working to bring forward an Official Plan Amendment and Zoning By-law Amendment to implement the Archaeological Management Plan and the revised archaeological potential mapping. This will replace the Archaeological Master Plan (1996).

Additions to the Register (*Inventory of Heritage Resources*)

Two hundred and twenty-eight properties were added to the Register (*Inventory of Heritage Resources*) in 2017:

- 111 properties in the recommended Great Talbot Heritage Conservation District area

- 79 properties in the recommended Gibbons Park Heritage Conservation District area
- 38 properties in the London East Industrial Area

Individually Designated Heritage Properties

Six properties were individually designated under Part IV of the *Ontario Heritage Act* in 2017:

- 807 Colborne Street (Fire Hall No. 4)
- 43 Bruce Street
- 4402 Colonel Talbot Road (former Lambeth Continuation School/M. B. McEachren Public School)
- 329 Victoria Street
- 93-95 Dufferin Avenue
- 391 South Street (Colborne Building)

Notice of Intent to Designate the property at 660 Sunningdale Road East was appealed to the Conservation Review Board by the property owner.

Municipal Council issued its Notice of Intent to Repeal the existing designating by-law for 1040 Waterloo Street (St. Peter's Seminary) and Notice of Intent to Designate St. Peter's Seminary based on its new property. No appeals were received, and the by-law will be brought forward in 2018.

Heritage Conservation Districts

In 2017, Municipal Council received the St. George-Grosvenor Heritage Conservation District Study and endorsed the Great Talbot Heritage Conservation District and Gibbons Park Heritage Conservation District. The properties located within those two recommended Heritage Conservation District areas were added to the Register (*Inventory of Heritage Resources*). Two additional areas were added to the list of potential Heritage Conservation Districts: Old North (Richmond Street/Wellington Street, east of Bishop Hellmuth Heritage Conservation District, and the area bound by Victoria Street-Richmond Street-Huron Street-Thames River. Staff are working on implementing the recommendations arising from the St. George-Grosvenor Heritage Conservation District Study.

Staff are working on implementing the Heritage Conservation District street signage program in the Woodfield Heritage Conservation Districts.

Heritage Alteration Permits

Eighty-one Heritage Alteration Permits were processed in 2017. Eight Heritage Alteration Permit applications required consultation with the LACH and decision by Municipal Council. One Heritage Alteration Permit application required LACH consultation because of its significance (2 Blackfriars Street, Blackfriars Bridge), two Heritage Alteration Permit applications for new buildings within a Heritage Conservation

District, and the remaining five because of work undertaken without Heritage Alteration Permit approval.

Non-compliance and works initiated without receiving Heritage Alteration Permit approval continues to be a cause for concern and the primary reason for referring Heritage Alteration Permit applications to the LACH and Municipal Council for approval. Staff are aware of at least 17 other incidents of work undertaken to heritage designated properties without Heritage Alteration Permit approval.

The remaining 73 Heritage Alteration Permit applications were approved by the City Planner.

Table 1: Heritage Alteration Permits approved in 2017 by approval type: Municipal Council approval or Delegated Authority approval.

Municipal Council Approval	Delegated Authority Approval
30 Oxford Street East (Refused)	388 Richmond Street
2 Blackfriars Street	370 Richmond Street
882 Lorne Avenue	201 Dundas Street
362 & 364 Princess Avenue	616 Waterloo Street
21 Marley Place	148 Wharncliffe Road North
299 Central Avenue	33 Beaconsfield Avenue
169 Bruce Street	441 Ridout Street
471-473 Elizabeth Street	181 Elmwood Avenue East
	39 Ridout Street South
	188-190 Dundas Street
	37 Empress Avenue
	36 Blackfriars Street
	130 Wharncliffe Road South
	122 Wharncliffe Road South
	173 Mount Pleasant Avenue
	355 Talbot Street
	226 Dundas Street
	587 Dufferin Avenue
	145 Wilson Avenue
	244 Dundas Street
	188-190 Dundas Street
	111 Elmwood Avenue East
	8 Elmwood Avenue East
	2770 Sheffield Place
	302 Grosvenor Street
	201 King Street
	278 Grosvenor Street
	762 Dundas Street
	467 English Street
	200 Dundas Street

	<p> 668 Elias Street 242 Dundas Street 29 Kensington Avenue 100 Dundas Street 186 York Street 109 Dundas Street 484 Richmond Street 126 Wortley Road 58 Bruce Street 234 Dundas Street 117 Dundas Street 2770 Sheffield Place 247 Base Line Road East 32, 36 & 40 York Street 211-213 King Street 182 Duchess Avenue 842 Wellington Street 56 Bruce Street 349-359 Ridout Street North 244 Dundas Street 89 Elmwood Avenue East 198 Dundas Street 119 Dundas Street 14 Brighton Street 326 Queens Avenue 782 Wellington Street 952 Queens Avenue 194 Dundas Street 140 Wortley Road 272 Grosvenor Street 869 Dundas Street 33 Teresa Street 525 Ontario Street 790 Wellington Street 783 Dufferin Avenue 211-213 Wortley Road 119 Elmwood Avenue East 165 Oxford Street East 196 Wharncliffe Road North 200 Queens Avenue 89 King Street </p>
--	---

Note: Several properties received multiple Heritage Alteration Permit applications in 2017.

There has been a 305% increase in the number of Heritage Alteration Permit applications since 2014 (20 Heritage Alteration Permit applications in 2014, 81 Heritage Alteration Permit applications in 2017). This corresponds with a growth in the number of heritage designated properties, but also represents greater awareness of the requirements to obtain Heritage Alteration Permit approval for heritage designated properties.

Demolition Requests

Demolition requests were received for the following heritage listed properties. Municipal Council did not designate the properties, and the following properties were removed from the Register (*Inventory of Heritage Resources*) in 2017:

- 34 Muir Street
- 220 Greenwood Avenue
- 4100 Glanworth Drive
- 491 Base Line Road East

Demolition requests were received for the following properties, which were refused by Municipal Council in 2017:

- 660 Sunningdale Road East
- 440 Grey Street

The following properties located within a Heritage Conservation District obtained approval from Municipal Council to be demolished with terms and conditions in 2017:

- 345, 349, and 351 Ridout Street North
- 150 Dundas Street
- 723 Lorne Avenue (Lorne Avenue Public School)
- 36 and 40 York Street

The refusal of the demolition request for 183 King Street was appealed to the Ontario Municipal Board in 2015 and has not yet been resolved.

Staff completed Step 2 of the Required Clearances for Demolition Permit form for an additional 96 properties in 2017 (an increase from 84 properties in 2016, and 63 in 2015).

4TH REPORT OF THE
COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

Meeting held on February 21, 2018, commencing at 12:00 PM, in the Council Chambers, Second Floor, London City Hall.

PRESENT: Councillor M. Cassidy (Chair), Mayor M. Brown; Councillors V. Ridley, M. Salih and P. Squire and J. Bunn (Secretary).

ABSENT: Councillor B. Armstrong.

ALSO PRESENT: Councillor J. Helmer; S. Datars Bere, L. Livingstone, L. Marshall, S. Oldham, M. Pease, M. Ribera, J. Richardson, J. Stanford and B. Westlake-Power.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. CONSENT ITEMS

2. STAFF REPORT - London's Homeless Prevention System- Homeless Management Information System - Cargo Management Consulting Inc. - Contract Amendment #2

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, with the concurrence of the Director of Information Technology Services, the following actions be taken with respect the staff report dated February 21, 2018 related to increasing the value of the Purchase of Service Agreement with Cargo Management Consulting Inc. for the implementation of London's Homeless Management Information System:

- a) the amended value of the Purchase of Service Agreement with Cargo Management Consulting Inc. for the implementation of a Homeless Management Information System at a total cost of \$725,555 plus HST, BE INCREASED by up to \$205,796 to a revised total of up to \$931,351 plus HST for one-time costs associated with the start-up of the Homeless Management Information System;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in relation to this project;
- c) the approval given herein BE CONDITIONAL upon the The Corporation of the City of London entering into an amended Community Homelessness Prevention Initiative Purchase of Service Agreement with Cargo Management Consulting Inc.; and,
- d) the above-noted approval be SUBJECT TO the availability of funding. (2018-S14)

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

3. STAFF REPORT - London's Homeless Prevention System - Housing Stability Bank Update

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the staff report dated February 21, 2018, with respect to an update on London's Homeless Prevention System Housing Stability Bank, BE RECEIVED. (2018-S14)

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

4. STAFF REPORT - London's Homeless Prevention System - London CARES Homeless Response Services

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the staff report dated February 21, 2018, with respect to an update on London's Homeless Prevention System, London CARES Homeless Response Services, BE RECEIVED. (2018-S14)

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

5. STAFF REPORT - Housing Services - Rent Supplement Program

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated February 21, 2018, BE INTRODUCED at the Municipal Council meeting to be held on March 6th, 2018 to:

- a) approve the standard form Rent Supplement Agreement, as appended to the above-noted by-law, and satisfactory to the City Solicitor, between The Corporation of the City of London and eligible Housing Providers for the purpose of providing Rent Supplements to tenants of approved Housing Projects; and,
- b) authorize the Managing Director of Housing, Social Services and Dearness Home, or designate, to execute the above-noted Agreement and make amendments that do not substantially change the intent or purpose of the Agreement. (2018-S12)

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

6. STAFF REPORT - Social Housing Apartment Improvement Program (SHAIP)

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated February 21, 2018, with respect to the Social Housing Apartment Improvement Program (SHAIP):

- a) the proposed by-law, as appended to the above noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to:
 - i) approve a Transfer Payment Agreement for the Social Housing Apartment Improvement Program (SHAIP), appended to the above-noted by-law, and satisfactory to the City Solicitor, between The Corporation of the City of London and Her Majesty the Queen in the Right of Ontario as represented by The Ministry of Housing;
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
 - iii) authorize the Mayor and the City Clerk to execute future SHAIP Transfer Payment Agreements for the years 2018/2019 to 2020/2021, in a form satisfactory to the City Solicitor, upon the approval of funding by the Ministry of Housing; and,
 - iv) authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the Program Delivery and Fiscal Plan (PDFP) submission requirements;
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to:

- i) approve the Housing Provider Contribution Agreement, as appended to the above-noted by-law, and satisfactory to the City Solicitor, between The Corporation of the City of London and such Housing Providers who have been selected for funding under the Social Housing Apartment Improvement Program in accordance with the Service Manager Agreement between Her Majesty the Queen in Right of Ontario as represented by the Ministry of Housing and The Corporation of the City of London; and,
- ii) authorize the Managing Director of Housing, Social Services and Dearness Home, or designate, to execute the above-noted Agreement. (2018-S12)

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

7. STAFF REPORT - Strategic Plan Progress Variance

That, on the recommendation of the City Manager, with the concurrence of the Managing Director, Parks and Recreation, the Managing Director, Housing, Social Services and Dearness Home, the Managing Director, Planning and City Planner, the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated February 21, 2018, with respect to Strategic Plan Progress Variance, BE RECEIVED. (2018-C08)

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

8. STAFF REPORT - Irregular Result Request for Proposal 18-09 - Parks and Recreation Strategic Master Plan Update

That, on the recommendation of the Managing Director, Parks and Recreation, the Managing Director, Neighbourhood, Children and Fire Services, and the Managing Director, Planning Services and City Planner, with the concurrence of the Director, Financial Services, the following actions be taken with respect the staff report dated February 21, 2018 related to the Request for Proposal 18-09 Parks and Recreation Strategic Master Plan Update:

- a) the submission by Monteith Brown Planning Consultants Limited, 610 Princess Street, London, Ontario, N6B 2B9, to provide consulting services for the above-noted project, in the amount of \$174,995.00 (excluding HST) BE ACCEPTED as an irregular result in accordance with Section 8.10 (b) of the City of London's Procurement of Goods and Services Policy; it being noted that the proposal submitted by Monteith Brown was the only submission and meets all the City's requirements;
- b) the financing for this project BE APPROVED as set out in the Source Financing Report, appended to the above-noted staff report; and,
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project. (2018-F18)

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

9. STAFF REPORT - Proposed Public Nuisance By-law Amendment to Address Odour

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official the following actions be taken with respect to the staff report dated February 21, 2018, related to a proposed Public Nuisance By-law amendment to address odour:

- a) the above-noted staff report and draft Public Nuisance By-law amendment, to address nuisance odours related to Anaerobic Digestion

Facilities, Composting Facilities and Rendering Plants, BE RECEIVED and BE REFERRED to a public participation meeting to be held by the Community and Protective Services Committee on April 4, 2018, for the purpose of seeking public input on the draft by-law;

- b) municipal enforcement activities BE ENHANCED through the hiring of one additional Municipal Law Enforcement Officer on a two-year, temporary basis with the budget not to exceed a maximum of \$90,000 per year with the source of funding to be from the Sanitary Landfill Site Reserve Fund; it being noted that this amount and source of funding was previously approved by Council for enhanced Provincial compliance activities, however further dialogue has resulted in complementary compliance and enforcement activities that are maintained within each level of government's legal responsibilities to avoid duplication; and,
- c) the Managing Director, Development and Compliance Services and Chief Building Official BE DIRECTED to report back to the Community and Protective Services Committee after one year of administration and enforcement of the Public Nuisance By-law regulations pertaining to odour upon enactment;

it being noted that a communication dated February 19, 2018, from B. Moffatt, StormFisher Environmental Ltd., was received with respect to this matter. (2018-P01)

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

10. 2nd Report of the Animal Welfare Advisory Committee

That the 2nd Report of the Animal Welfare Advisory Committee, from its meeting held on February 1, 2018, BE RECEIVED.

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

11. 1st Report of the Accessibility Advisory Committee

That the following actions be taken with respect to the 1st Report of the Accessibility Advisory Committee (ACCAC) from its meeting held on January 25, 2018:

- a) the attached Site Plan Checklist BE IMPLEMENTED in the Site Plan Approval Process; it being noted that item 5 on the approved 2017 ACCAC Work Plan is related to the review of Site Plans; it being further noted that the ACCAC heard a verbal delegation from M. Pease, Manager, Development Planning, with respect to this matter;
- b) delegation status at an upcoming Community and Protective Services Committee meeting BE APPROVED, related to the previous resolution with respect to the proposed revised Mayor's New Year's Honour List Award for Accessibility; it being noted that the ACCAC reviewed the submission of the Policy Sub-Committee to the Manager, Licensing and Elections with respect to the Accessible Election Plan; and,
- c) clauses 1 to 4, 6 and 8 to 16, BE RECEIVED.

Motion Passed

YEAS: M. Cassidy, V. Ridley, M. Salih, P. Squire (4)

III. SCHEDULED ITEMS

None.

IV. ITEMS FOR DIRECTION

12. 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 18, 2018:

- a) the City Clerk BE REQUESTED to review and consider new, additional resources for the Advisory Committee, Board and Commission membership recruitment in order to augment the diversity of applications for vacant positions, specifically focusing on diverse, young women and report back to the Community and Protective Services Committee with respect to this matter; it being noted that the DIAAC received the attached presentation from K. Koltun, Government and External Relations Office, with respect to the Diverse Voices for Change Initiative and the related committee census information; and,
- b) clauses 1 to 10, 12 and 13, BE RECEIVED.

Motion Passed

YEAS: M. Brown, M. Cassidy, V. Ridley, M. Salih, P. Squire (5)

V. DEFERRED MATTERS/ADDITIONAL BUSINESS

13. Deferred Matters List

That the January 2018 Deferred Matters List for the Community and Protective Services Committee BE RECEIVED.

Motion Passed

YEAS: M. Brown, M. Cassidy, V. Ridley, M. Salih, P. Squire (5)

VI. ADJOURNMENT

The meeting adjourned at 12:22 PM.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	LONDON'S HOMELESS PREVENTION SYSTEM – HOMELESS MANAGEMENT INFORMATION SYSTEM CARGO MANAGEMENT CONSULTING INC. CONTRACT AMENDMENT #2

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, with concurrence of the Director of Information Technology Services, the following actions **BE TAKEN** with respect to increasing the value of the Purchase of Service Agreement with Cargo Management Consulting Inc. for the implementation of London's Homeless Management Information System:

- a) the amended value of the Purchase of Service Agreement with Cargo Management Consulting Inc. for the implementation of a Homeless Management Information System at a total cost of \$725,555 plus HST, **BE INCREASED** by up to \$205,796 to a revised total of up to \$931,351 plus HST for one-time costs associated with the start-up of the Homeless Management Information System;
- b) Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in relation to this project;
- c) the approval given herein **BE CONDITIONAL** upon the Corporation entering into an amended Community Homelessness Prevention Initiative Purchase of Service Agreement with Cargo Management Consulting Inc.; and,
- d) the approval noted in a) above is **SUBJECT TO** the availability of funding.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- London's Homeless Prevention System Contract Amendment Cargo Management Consulting Inc. Homeless Management Information System Implementation Consultant (CPSC: September 12, 2017)
- London's Homeless Prevention System Contract Award Request for Proposal 16-56 Homeless Management Information System Implementation Consultant (CPSC: January 24, 2017)
- London's Homeless Prevention System Enumeration Results and London's Emergency Shelters Progress Report: 2011-2015 (CPSC: October 18, 2016)
- London for All: A Roadmap to End Poverty (March 2016)
- Homelessness Partnering Strategy Funding Agreement – Data Sharing Agreements (CPSC: February 17, 2016)
- London Homeless Prevention System Progress Report and Update (CPSC: September 22, 2015)
- Strategic Plan for the City of London 2015-2019 (March 10, 2015)
- Homeless Individuals and Families Information System (HIFIS) Human Resources and Skills Development Canada (HRSDC) Contract (CPSC: September 17, 2013)
- Homeless Individuals and Families Information System (HIFIS) Human Resources and Skills Development Canada (HRSDC) Contract (CPSC: August 21, 2012)

BACKGROUND

This report recommends that the Community Homelessness Prevention Initiative (CHPI) Purchase of Service Agreement with Cargo Management Consulting Inc. (Consultant) for the implementation of a Homeless Management Information System (HMIS) for the City of London, approved by Council on January 31, 2017, be increased by up to \$205,796 plus HST. The increase will support the costs associated with the initial set-up of the London Homeless Management Information System (HMIS) including start-up, hosting, and support for the system implementation.

The City of London and the Consultant are in the final stages of implementing the Homeless Management Information System which includes a minimum of twelve homeless serving programs. The work commenced in 2017, following the successful completion of Request for Proposal 16-56 and entering into an agreement with Cargo Management Consulting Inc.

The strategies and outcomes identified in a number of Council approved documents require tangible evidence to demonstrate progress in solving homelessness. The data collected through the Homeless Management Information System will support a more detailed analysis of homelessness in London, and enhance access to meaningful data to improve decisions at strategic, operational, and service levels.

Currently, the City of London and homeless serving programs operating in London use independent information systems. An information system, managed through informed consents by service users, supports a more detailed picture of homelessness in London including tracking the progress on its strategies and programs, and more effectively plan and evaluate.

The Homeless Management Information System known as the Homeless Individuals and Families Information System (HIFIS) was selected as the software for implementation. HIFIS is a web based software developed by the Government of Canada, under the Homelessness Partnering Strategy and is available at no charge to participating communities across Canada. A number of municipalities and service providers have been using HIFIS in some capacity since 1999 including: Waterloo Region; Ottawa; Chatham; Kingston; Hamilton; Windsor; Montreal; Saint John; Regina; Nova Scotia violence against women shelters; and, Winnipeg. The web based version known as HIFIS 4.0 was carefully assessed and the demonstration model came with many assurances regarding its application and use. London made a decision to proceed with its implementation based on these assurances.

Twelve homeless serving programs have been working with the Consultant and City team to transition their existing data base to HIFIS with an expectation that their existing data base would be retired following: the software installation; completing change management; transfer of data; staff training; and, modifications to ensure the functionality of the product. Unfortunately, the transition has not been completed as a result of numerous problems with HIFIS. In particular, considerable product modifications are required including development of new modules and basic reports. This has led to numerous change plans and additional requirements to be completed by the Consultant.

Throughout 2017 and early 2018 the Consultant is responsible for the implementation and is leading the change management, data migration and set up, and training of the homeless serving programs who will be converting to the shared information management system. The Consultant has been flexible in their efforts to satisfy the terms of the existing contract and adapt timelines based on the issues that arise with HIFIS. This amendment allows for the extension of the existing contract to complete the installation and transfer hosting, monitoring and maintenance to the City team.

Ongoing and active discussions are taking place with the HIFIS team and Government of Canada representatives to identify problems and prioritize solutions to ensure the integrity of the database. Despite the significant problems identified to date, the City team and Consultant continue to work towards the launch of the information system for London homeless serving organizations and the City of London.

This report and the requested amendment have been reviewed by Purchasing and Supply, Financial and Business Services and Information Technology Services.

FINANCIAL IMPACT

The right to use HIFIS is at no cost and made available by the Government of Canada and will have no net financial impact on the City’s approved 2017-2019 Operating Budget. Any costs associated with the implementation, hosting and maintenance will be funded by the Province of Ontario through the Community Homelessness Prevention Initiative (CHPI).

The funding for London’s Homeless Management Information System, is funded 100% by the Province of Ontario through the Community Homelessness Prevention Initiative (CHPI) in fiscal years 2016-2017 and 2017-2018. There is no net financial impact on the City’s approved 2017-2019 Operating Budget.

CONCLUSION

Civic Administration will continue to work on informing and engaging Londoners in a collaborative manner to support the implementation of London’s Homeless Management Information System. These efforts and continued actions assist to achieve our collective vision of strengthening the community through caring and compassionate services to address, reduce and prevent homelessness in London.

PREPARED BY:	REVIEWED AND CONCURRED BY:
JAN RICHARDSON, MANAGER, HOMELESS PREVENTION NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES	MAT DALEY, DIRECTOR, INFORMATION TECHNOLOGY SERVICES
RECOMMENDED BY:	
LYNNE LIVINGSTONE, MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES	

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	LONDON'S HOMELESS PREVENTION SYSTEM HOUSING STABILITY BANK UPDATE

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the following report **BE RECEIVED** for information purposes.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- London's Homeless Prevention System Housing Stability Bank (CPSC: September 22, 2015)
- London's Homeless Prevention System Housing Stability Fund (CPSC: June 16, 2014)
- Homeless Prevention System for London Three Year Implementation Plan (CPSC: April 22, 2013)
- Community Homelessness Prevention Initiative (CPSC: December 17, 2012)
- Community Homelessness Prevention Initiative Funding Allocation for January 1, 2013 to March 31, 2014 (CSC: October 22, 2012)
- Elimination of Community Start-Up and Maintenance Benefit (CSC: October 22, 2012)
- Community Homelessness Prevention Initiative Homelessness Social Assistance Regulation Amendments (CSC: September 10, 2012)

PURPOSE

The purpose of this information report is to provide an update regarding the Housing Stability Bank including the review of the data between July 1, 2014 and June 30, 2016 and changes to the services and rules for emergency utility assistance and rental assistance.

BACKGROUND

The City of London's Homeless Prevention System Implementation Plan is a coordinated and integrated individual and family centred housing stability approach that is outcome focused and designed to address, reduce and prevent homelessness in London. These efforts directly contribute to Council's 2015 - 2019 Strategic Plan for the City of London, including strengthening our community through caring and compassionate services. Our work with community agencies helps tenants to keep their existing housing and reduces and prevents homelessness in London.

A key element of housing stability is assisting individuals and families at risk of, or experiencing homelessness, in their efforts to secure and maintain housing. London's Housing Stability Bank is one of the ways that this assistance is provided. The Housing Stability Bank offers a limited grant program and interest-free loans for emergency utility assistance and, rental assistance to assist Londoners with low income to secure or retain housing. Eligibility criteria includes such things as meeting the income tests, having a demonstrated regular source of income, and being a resident of London.

Since 2005, The Salvation Army Centre of Hope has operated some type of a rent bank and emergency utility assistance program. In 2013, the program significantly expanded, primarily to respond to households on social assistance, as a result of the elimination of the social assistance benefit known as the Community Start-Up and Maintenance Benefit.

The City of London is the primary source of funding to the Housing Stability Bank for their loan program, along with the Province of Ontario's Community Homelessness Prevention Initiative. Additional funders include United Way London & Middlesex - Winter Warmth Program, London Hydro - Ontario's Low Income Emergency Assistance Program, City of London - Water Operations, and private donations.

In 2017, an evaluation of the use of the Housing Stability Bank took place, comparing the use of the funds distributed over a two-year period, from July 1, 2014 to June 30, 2016. The evaluation included: community consultations; key informant interviews; a review of the data; and, consideration of practices and guidelines to improve access to the service of the Housing Stability Bank. A working group of community advocates and service providers reviewed the results of the evaluation. The working group considered trends, such as London Hydro's new response to non-payment of bills during the winter months, and advocated for improvements to the Housing Stability Bank's practices particularly focused on additional benefits for households receiving Ontario Works. In addition, extensive discussions were held with the leadership team at the Housing Stability Bank to determine the costs and benefits of the proposed changes.

The Results of the Evaluation

Attached as Appendix A is the Housing Stability Bank Summary Evaluation Report. The following is a summary of the key findings:

i) Overview

- In total, 3,961 households applied for Housing Stability Bank assistance in 2014/2015, and 3,164 households applied for assistance in 2015/2016. Of those, 82% (n=3,234) were approved in 2014/2015 and 77% (n=2,437) were approved in 2015/2016.

ii) Household Income

- The most commonly reported monthly household income range was \$1,000 - \$1,499.
- The most common source of reported household income was Ontario Works, with almost half of all households receiving Ontario Works as a source of income.

iii) Use of Rental Assistance and Emergency Utility Assistance

- In both reporting years, 93% of households accessed only Rental Assistance or Emergency Utility Assistance, while 7% of households accessed both Rental Assistance and Emergency Utility Assistance.
- The total amount of financial assistance, including loans and grants, provided by the Housing Stability Bank to applicants was \$2,353,250 in 2014/2015 and \$1,751,800 in 2015/2016.
- The difference in the total amount of financial assistance and the number of households that received a grant between 2014/2015 and 2015/2016 is in part due to additional, one-time funds that were available for Emergency Utility Assistance grants in 2014/2015. These funds were not available in the 2015/2016 year.
- In 2015/2016, the total amount of loans distributed for Rental Assistance decreased by \$292,450, or 20% from the prior period. By contrast, the total amount of loans distributed for Emergency Utility Assistance more than tripled, increasing by \$141,550 between the two periods.
- Overall, between 2014/2015 and 2015/2016, both the number of households receiving a grant and the total amount of grants distributed decreased by 52%. The average grant amount remained constant at \$334 per household.
- Overall, between 2014/2015 and 2015/2016, 18% of loans were paid out and 82% had outstanding balances.

iv) General Response

- Overall, 93% of the applicants surveyed agreed they received service from the Housing Stability Bank within a reasonable amount of time. However, only 59% of community partners agreed that applicants received service in a timely manner.
- Survey respondents listed how the Housing Stability Bank assists them. The top three responses were: securing and maintaining housing; promoting financial stability; and, stabilizing family and personal circumstances.

Housing Stability Bank Program Changes

The following is a summary of the changes that are being implemented in 2018:

i) Administrative Changes

Changes to criteria are intended to improve the overall program and will include:

- Effective January 1, 2018 the Housing Stability Bank will accept urgent payment reminders issued by London Hydro to receive a Utility Assistance grant or loan. The current practice of eligibility is based on receiving a disconnect notice from London Hydro. This change in practice is in response to the current moratorium of disconnection in place by London Hydro between November and April.
- Effective April 1, 2018, the Low Income Measure will be applied for all types of assistance. This aligns with the criteria set by Ontario Hydro and simplifies the income threshold assessment from two assessment tools to one (Low Income Cut Off and Low Income Measure).
- Effective April 1, 2018, applicants will be eligible for a loan once every 12 months versus the current criteria of once every 24 months.
- Improved loan repayment incentives will be introduced including forgiving the remaining amount due if 50% of the loan has been paid; and, providing incentives throughout the loan payment period.
- Increased financial literacy opportunities will be made available through the use of money coaches and community partnerships.

ii) Accessibility to Housing Stability Bank Services

Improvements to the Housing Stability Bank services focus on meeting the unique needs of households and include:

- Increasing the number of community locations the Housing Stability Bank team will be available including public libraries, family centres, and the Landlord Tenant Board.
- Translating materials, including the application, into additional languages that are commonly requested.
- Having cultural translators available as needed.
- Implementing improved marketing strategies through the use of social media.

iii) Supporting Housing Stability

Improvements aimed at the long term housing stability of households using the services of the Housing Stability Bank include:

- Fostering community partnerships including case management practices with agencies and services providing ongoing assistance to participants.
- Maintaining a consistent practice for direct payments for both utility costs and rent.
- Improving access to service based on the experience and feedback provided by households and community services using the Housing Stability Bank.

iv) Technology, Data Collection and Evaluation

New technology and improved data collection and evaluation processes will be implemented and include:

- Introducing an improved database as part of the London Homeless Management Information System.
- Improving the application process through technology.

FINANCIAL IMPACT

The funding for Emergency Utility Assistance and Rental Assistance is available through the Provincial Community Homelessness Prevention Initiative and Municipal contribution of an annual commitment of up to \$3 Million per year and subject to available funds and demonstrated need.

CONCLUSION

The Housing Stability Bank provides immediate relief to a particular household crisis without any control over broader system issues and mitigating factors that may limit the housing stability of its applicants. Issues such as income levels, rising utility costs, change in practice by London Hydro, access to attainable housing, homelessness, mental health, addictions and/or trauma require an integrated multi-sectoral response.

Civic Administration will continue to work on informing and engaging Londoners in a collaborative manner to support the implementation of London's Homeless Prevention System and its actions to achieve our collective vision of strengthening our community through caring and compassionate services to address, reduce and prevent homelessness in London.

SUBMITTED BY:	RECOMMENDED BY:
JAN RICHARDSON, MANAGER, HOMELESS PREVENTION NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	LYNNE LIVINGSTONE, MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN & FIRE SERVICES

APPENDIX A

Housing Stability Bank

Summary Evaluation Report

TABLE OF CONTENTS

SECTION 1.0 INTRODUCTION	2
SECTION 2.0 SNAPSHOT OF KEY FINDINGS	3
SECTION 3.0 WHO APPLIED TO THE HOUSING STABILITY BANK?	5
SECTION 4.0 WHO ACCESSED THE HOUSING STABILITY BANK?	8
SECTION 5.0 HOW HAS THE HOUSING STABILITY BANK BEEN USED?	11
SECTION 6.0 WHAT HAS BEEN THE IMPACT OF THE HOUSING STABILITY BANK? ...	13
SECTION 7.0 CONCLUSION	17

SECTION 1.0

INTRODUCTION

ABOUT THE HOUSING STABILITY BANK

The Housing Stability Bank offers financial assistance to low-income Londoners to obtain and retain their housing and offers financial assistance to those at risk of homelessness to remain housed. A program offering emergency utility assistance and last month's rent has been in place for many years. The current program, now known as the Housing Stability Bank, has been in operation since July 1, 2014. The Housing Stability Bank provides limited-time grants and interest-free loans to low-income Londoners requiring rental assistance or emergency utility assistance.¹

PURPOSE OF THE REPORT

This report presents the results of the Housing Stability Bank evaluation, representing the time frame between July 1, 2014 and June 30, 2016. The results of the evaluation can be used to inform evidence-based practice and decision-making. This report also provides a foundation for annual tracking and reporting.

EVALUATION METHODOLOGY

The data collection methods used during the evaluation included:

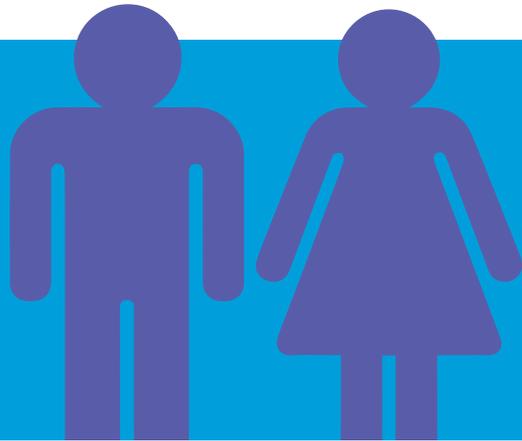
- 1. Applicant Experience Surveys** – Completion of a survey by 112 Housing Stability Bank Applicants after they attended their appointment.
- 2. Community Partner Interviews and Surveys** – Participation in a 30-minute interview or completion of a survey by 41 Housing Stability Bank community partners.
- 3. Observation** – Observation of Housing Stability Bank application appointments.
- 4. Statistical Analysis** – Statistical analysis of financial and Applicant data from Housing Stability Bank databases.
- 5. Documentation Review and Process Mapping** – Review of Housing Stability Bank documentation and program files.

Both qualitative and quantitative data analysis techniques were used in the evaluation. Qualitative data was analyzed for common themes and descriptive statistics were prepared using quantitative data. Where available, data was compared between time periods to understand trends.

¹ For more information about the Housing Stability Bank, please visit: <https://centreforhope.ca/services/housing>

SECTION 2.0

SNAPSHOT OF KEY FINDINGS



Number Of Applications

3,961 households applied for assistance in 2014/2015

3,164 households applied for assistance in 2015/2016

Approved Households

3,234 households were approved for assistance in 2014/2015



2,437 households were approved for assistance in 2015/2016

Gender

41% 

of approved Applicants identified as **male** in both 2014/2015 and 2015/2016

59% 

of approved Applicants identified as **female** in both 2014/2015 and 2015/2016

Age

39 was the average age of Applicants in 2014/2015

40 was the average age of Applicants in 2015/2016

Amount Of Loans Distributed

\$1,485,000

in loans was distributed in 2014/2015



\$1,334,100

in loans was distributed in 2015/2016

Amount Of Grants Distributed

\$868,250²
in grants was distributed
in 2014/2015



\$417,700
in grants was distributed
in 2015/2016

Referrals To Other Services And Supports



1,775 referrals and warm transfers were
provided to Applicants in 2014/2015

3,489 referrals and warm transfers were
provided to Applicants in 2015/2016



Moving To New Housing

457 households transitioned from being
unsheltered, provisionally accommodated, or in
emergency shelter into housing in 2014/2015

297 households transitioned from being
unsheltered, provisionally accommodated, or in
emergency shelter into housing in 2015/2016

Housing Stability



99% of survey respondents reported
remaining housed six months after
receiving assistance from the Housing
Stability Bank in 2015/2016

98% of survey respondents
reported feeling welcomed,
accepted, and respected by
Housing Stability Bank staff

² In the 2014/2015 year, additional, non-recurring funds were available to the Housing Stability Bank for distribution in the form of Emergency Utility Assistance grants. These funds were not available in the 2015/2016 year.

SECTION 3.0

WHO APPLIED TO THE HOUSING STABILITY BANK?

NUMBER OF HOUSEHOLDS THAT APPLIED FOR ASSISTANCE

	2014/2015	2015/2016	Change
Number of Approved Households ³	3,234	2,437	-797 (-25%)
Number of Households With Closed Applications ⁴	417	373	-44 (-11%)
Number of Households With Denied Applications ⁵	287	328	41 (14%)
Number of Households With Both Closed and Denied Applications	23	26	3 (13%)
Total Number of Households	3,961	3,164	-797 (-20%)

In total, 3,961 households applied for Housing Stability Bank assistance in 2014/2015 and 3,164 applied for assistance in 2015/2016. Of those, 82% were approved in 2014/2015 and 77% were approved in 2015/2016.

APPROVAL BY TYPE OF ASSISTANCE

Type of Assistance	Number of Households Approved		
	2014/2015	2015/2016	Change
Rental Assistance	1,588	1,269	-319 (-20%)
Emergency Utility Assistance	1,417	1,004	-413 (-29%)
Both Rental Assistance and Emergency Utility Assistance	229	164	-65 (-28%)

In both reporting years, 93% of households accessed only Rental Assistance or Emergency Utility Assistance, while 7% of households accessed both Rental Assistance and Emergency Utility Assistance.

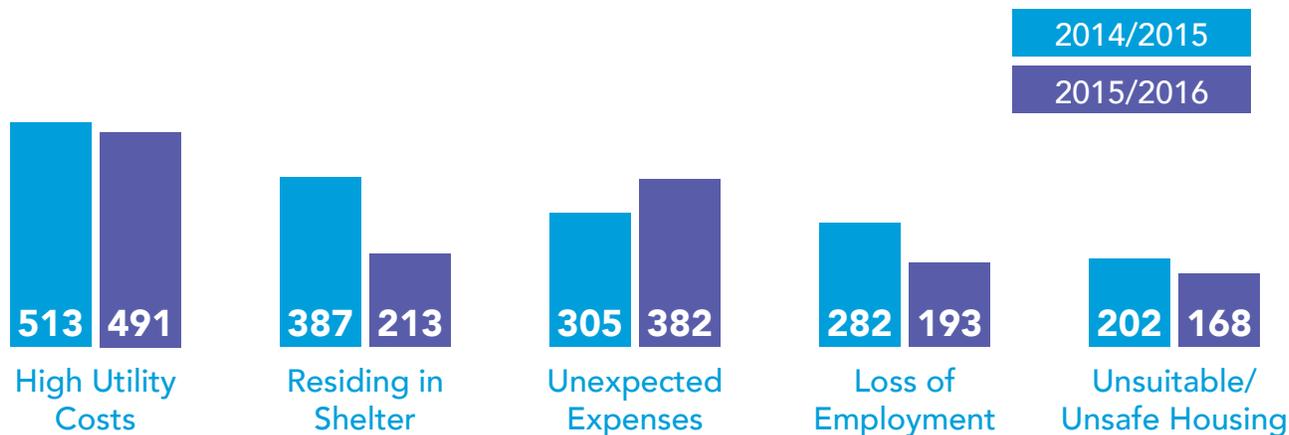
³ The number of approved households is equivalent to the number of unique Primary Applicants who have applied for and received assistance.

⁴ Closed means an application was initiated, but the application process was not completed. Applications that are closed may subsequently be re-opened and approved.

⁵ Denied refers to an application that has not been approved.

REASON FOR REQUIRING ASSISTANCE

Main Reason For Requiring Housing Stability Bank Assistance



The top five reasons for requiring assistance from the Housing Stability Bank were the same in 2014/2015 and 2015/2016. In both years, high utility costs was the most commonly reported reason for requiring the assistance of the Housing Stability Bank.⁶

REASONS WHY APPLICATIONS WERE DENIED

Across both 2014/2015 and 2015/2016, the five most common reasons, in order of frequency, an application was denied were:

Emergency Utility Assistance		%	Rental Assistance		%
1.	Applicant's income exceeds allowable limit	37%	Applicant's income exceeds allowable limit		18%
2.	Applicant received assistance from Ontario Works/Ontario Disability Support Program	20%	Last month's rent is not required		14%
3.	Applicant is not pending disconnection	15%	Applicant's income is inadequate for expenses		14%
4.	Applicant's income is inadequate to maintain housing	15%	Applicant's income is inadequate to maintain housing		13%
5.	Applicant received assistance in the previous 12 months	4%	Landlord is unwilling to stop eviction pending Housing Stability Bank loan		7%

⁶ Another 38 possible reasons are listed as options for why an Applicant requires the assistance of the Housing Stability Bank at the time of application.

REASONS WHY APPLICATIONS WERE CLOSED

Across both 2014/2015 and 2015/2016, the five most common reasons, in order of frequency, an application was closed were:

Emergency Utility Assistance		%	Rental Assistance		%
1.	Applicant received assistance from Ontario Works/Ontario Disability Support Program	21%	No further contact from the Applicant		29%
2.	No further contact from the Applicant	17%	Applicant's rental application was not approved by the landlord		16%
3.	Applicant did not make required \$50 payment	16%	Application closed at the request of the Applicant		12%
4.	Applicant did not have a final or disconnection notice	8%	Applicant did not move into the unit		11%
5.	Applicant did not provide required documentation	7%	Applicant did not provide required documentation		7%

“The support from the Housing Stability Bank helps me and my children keep a roof over our heads and food on the table. It helps me focus more on finances.”

~ Housing Stability Bank Applicant

SECTION 4.0

WHO ACCESSED THE HOUSING STABILITY BANK?

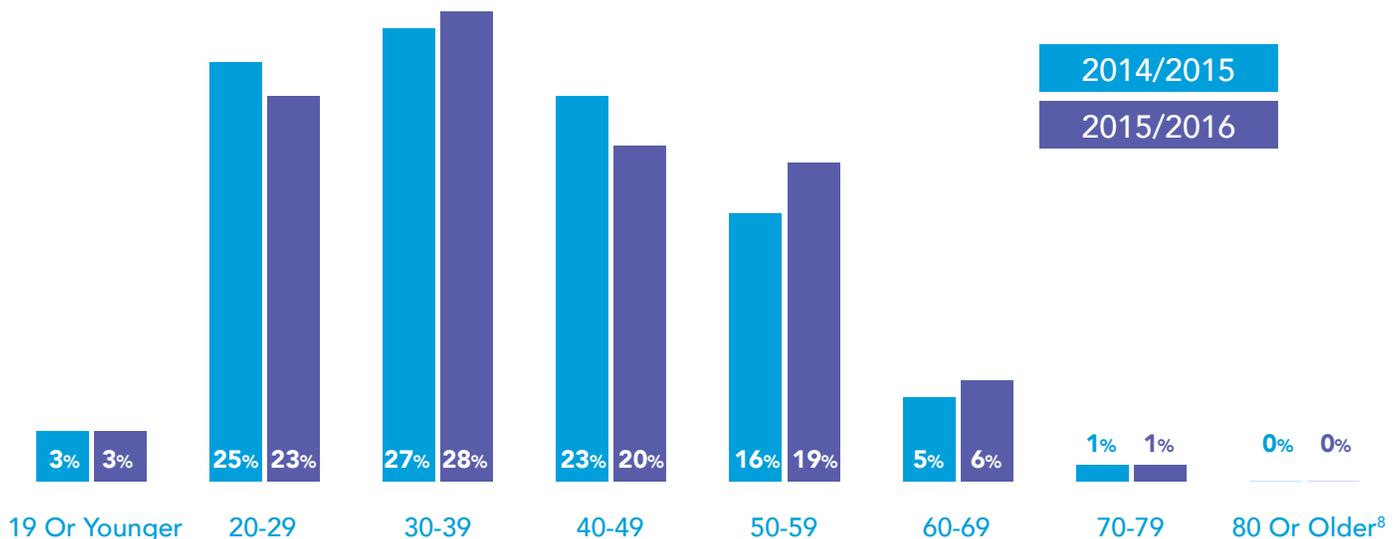
GENDER OF APPROVED APPLICANTS



Between 2014/2015 and 2015/2016, the distribution of male and female Primary Applicants and Co-Applicants⁷ receiving Housing Stability Bank assistance remained the same, with 59% of all Applicants approved for assistance identifying as female and 41% identifying as male.

AGE OF APPROVED APPLICANTS

Age Range

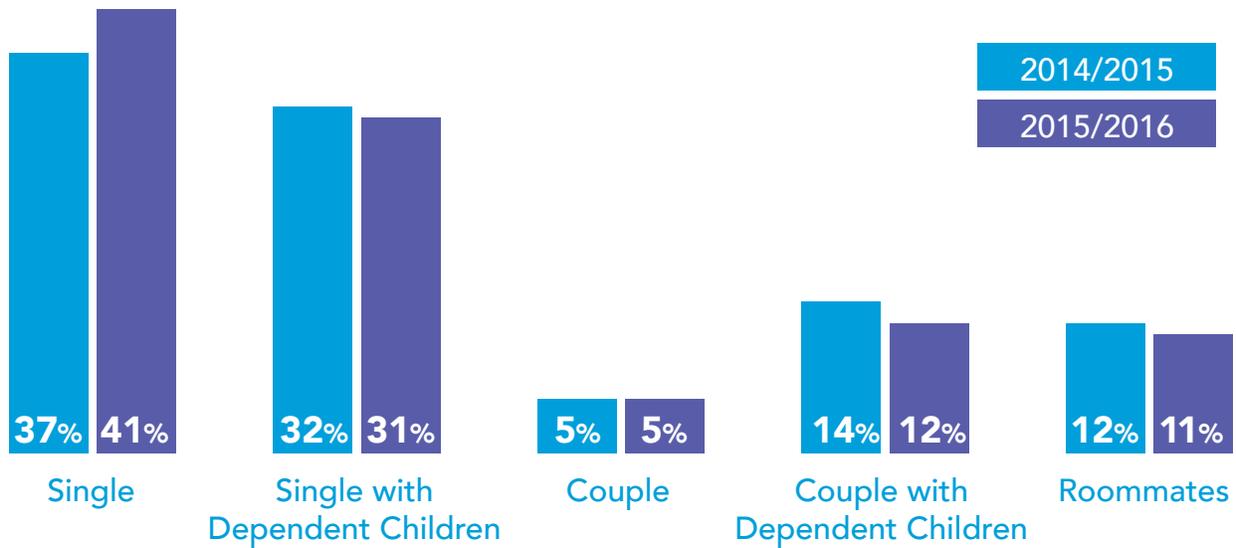


Between 2014/2015 and 2015/2016, the age distribution of Primary Applicants and Co-Applicants receiving Housing Stability Bank assistance remained fairly consistent.

⁷ Each application must have a Primary Applicant. The number of Primary Applicants is equivalent to the number of households that have applied for and received assistance because the Primary Applicant represents a household. A Co-Applicant may also be named in an application. Co-Applicant refers to a spouse, partner, or roommate listed on an application.

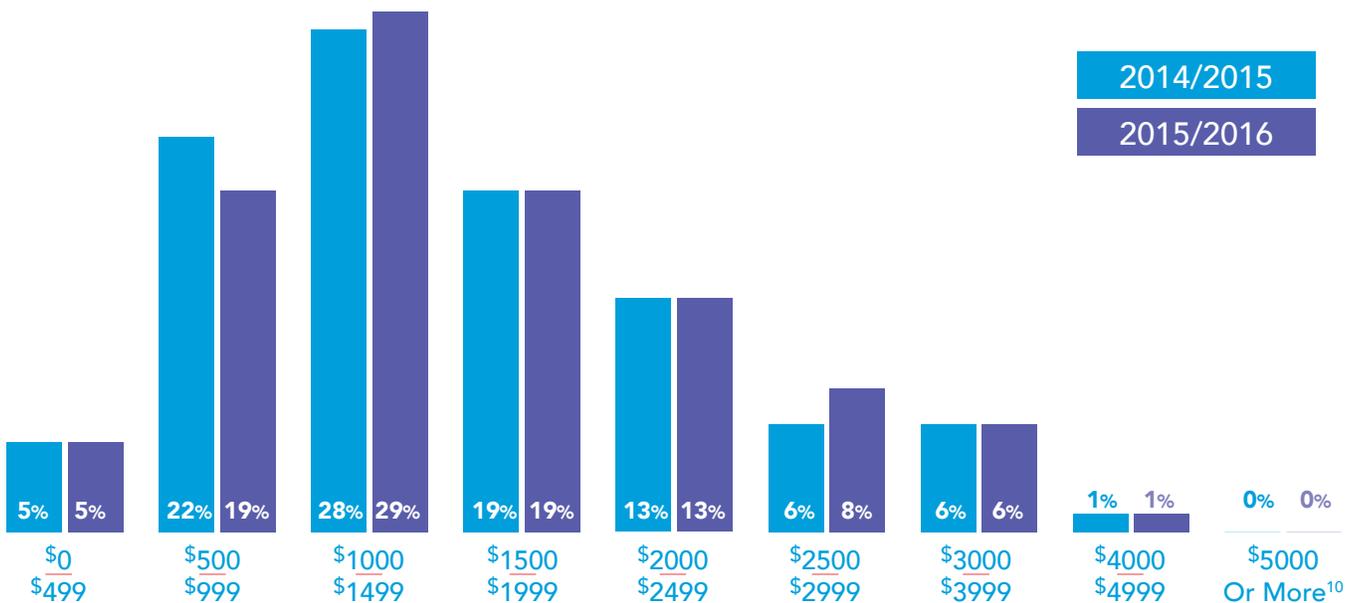
⁸ The number of Applicants aged 80 or older shows as 0% due to rounding.

HOUSEHOLD COMPOSITION



Single households, followed by single households with dependent children, were the most common types of household composition⁹ reported in both 2014/2015 and 2015/2016.

MONTHLY HOUSEHOLD INCOME RANGE

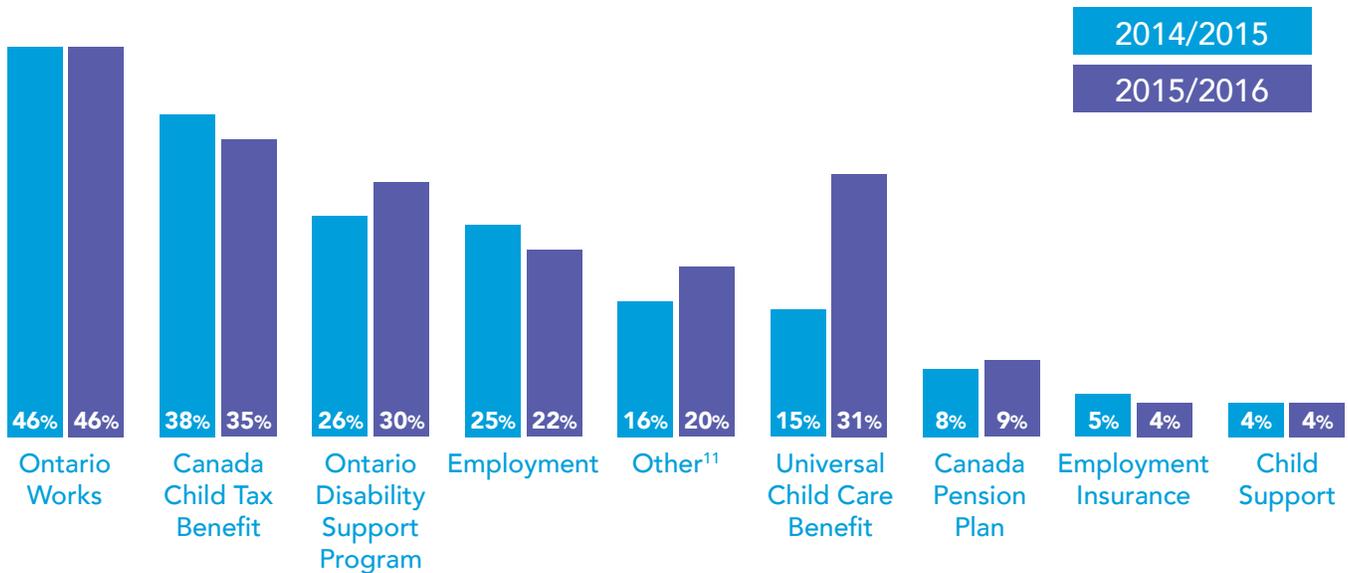


Across both 2014/2015 and 2015/2016, the most commonly reported monthly household income range was \$1,000 - \$1,499.

⁹ Household composition refers to the configuration of household members.

¹⁰ The number of households in the income range of \$5000 or more shows as 0% due to rounding.

SOURCES OF INCOME



Between 2014/2015 and 2015/2016, the most common source of reported household income¹² was Ontario Works, with almost half of all households receiving Ontario Works as a source of income.

“The Housing Stability Bank support will help me to live in an appropriate environment with my daughter.”

~ Housing Stability Bank Applicant

¹¹ Other refers to another 30 possible sources of income listed as options from which an Applicant may receive income at the time of application.

¹² An Applicant may report more than one source of income.

SECTION 5.0

HOW HAS THE HOUSING STABILITY BANK BEEN USED?

TOTAL AMOUNT OF FINANCIAL ASSISTANCE PROVIDED

2014/2015	2015/2016	Change
\$2,353,250	\$1,751,800	-\$601,450 (-26%) ¹³

The total amount of financial assistance, including loans and grants, provided by the Housing Stability Bank to Applicants was \$2,353,250 in 2014/2015 and \$1,751,800 in 2015/2016.

NUMBER AND AMOUNT OF LOANS DISTRIBUTED

Loan Distribution	2014/2015	2015/2016	Change
Number of Households that Received a Loan	1,934	1,966	+32 (2%)
Total Loan Amount Distributed	\$1,485,000	\$1,334,100	-\$150,900 (-10%)
Average Loan Amount Distributed	\$768	\$679	-\$89 (-12%)

Although the number of households receiving a loan increased between 2014/2015 and 2015/2016, the total amount of loans distributed decreased by 10%. The average loan amount also decreased by \$89.

LOANS DISTRIBUTED BY PROGRAM

Program	Total Distributed in 2014/2015	Total Distributed in 2015/2016	Change
Rental Assistance	\$1,427,450	\$1,135,000	-\$292,450 (-20%)
Emergency Utility Assistance	\$57,550	\$199,100	\$141,550 (246%)

In 2015/2016, the total amount of loans distributed for Rental Assistance decreased by \$292,450, or 20%, from 2014/2015. By contrast, the total amount of loans distributed for Emergency Utility Assistance more than tripled, increasing by \$141,550 between 2014/2015 and 2015/2016.

¹³ The difference in the total amount of financial assistance between 2014/2015 and 2015/2016 is in part due to additional, non-recurring funds that were available to the Housing Stability Bank for distribution in the form of Emergency Utility Assistance grants in 2014/2015. These funds were not available in the 2015/2016 year.

NUMBER AND AMOUNT OF GRANTS DISTRIBUTED

Grant Distribution	2014/2015	2015/2016	Change
Number of Households that Received a Grant	2,594	1,249	-1,345 (-52%) ¹⁴
Total Grant Amount Distributed	\$868,250	\$417,700	-\$450,550 (-52%) ¹⁵
Average Grant Amount Distributed	\$335	\$334	-\$1 (-0.3%)

Overall, between 2014/2015 and 2015/2016, both the number of households receiving a grant and the total amount of grants distributed decreased by 52%. The average grant amount provided was virtually unchanged.

LOAN COMPLETION RATE

Completed	Not Completed
18%	82%

Overall, between 2014/2015 and 2015/2016, 18% of loans were completed and 82% were not completed (i.e. non-collectible loans).

A loan is considered completed when an Applicant has repaid the loan in full and no outstanding payments remain. A loan is considered not completed when an outstanding balance remains on the loan and full repayment is not attainable. This analysis does not include loans currently in the process of being completed.

¹⁴ The difference in the number of households that received a grant from the Housing Stability Bank between 2014/2015 and 2015/2016 is in part due to additional, non-recurring funds that were available to the Housing Stability Bank for distribution in the form of Emergency Utility Assistance grants in 2014/2015. These funds were not available in the 2015/2016 year.

¹⁵ In the 2014/2015 year, additional, non-recurring funds were available to the Housing Stability Bank for distribution in the form of Emergency Utility Assistance grants. These funds were not available in the 2015/2016 year.

SECTION 6.0

WHAT HAS BEEN THE IMPACT OF THE HOUSING STABILITY BANK?

NUMBER OF HOUSEHOLDS ASSISTED

2014/2015	2015/2016
3,234 households	2,437 households

Financial support provided by the Housing Stability Bank, through Rental Assistance and Emergency Utility Assistance, assisted 3,234 households in 2014/2015 and 2,437 households in 2015/2016.¹⁶

REFERRALS AND WARM TRANSFERS¹⁷

Type of Assistance	Number of Referrals or Warm Transfers Provided	
	2014/2015	2015/2016
Referrals Made by Housing Stability Bank Workers	1,382	3,001
Warm Transfers Made by Housing Stability Bank Workers	393	488

The total number of referrals made by Housing Stability Bank Workers more than doubled between 2014/2015 and 2015/2016. The total number of warm transfers provided by Housing Stability Bank Workers increased by approximately one quarter since 2014/2015.

¹⁶ The difference in the number of households assisted by the Housing Stability Bank between 2014/2015 and 2015/2016 is in part due to additional, non-recurring funds that were available to the Housing Stability Bank for distribution in the form of Emergency Utility Assistance grants in 2014/2015. These funds were not available in the 2015/2016 year.

¹⁷ A warm transfer occurs when an Applicant is directly connected to a required service, ensuring a seamless referral to the right service at the right time.

SUPPORT TO OBTAIN HOUSING

Number of Households Approved for Assistance Who Moved Into Housing From:	2014/2015	2015/2016
Being Unsheltered or Provisionally Accommodated	90	119
Emergency Shelter	367	178

In total, 457 households in 2014/2015, and 297 households in 2015/2016, transitioned from being unsheltered, provisionally accommodated,¹⁸ or in emergency shelter into housing.

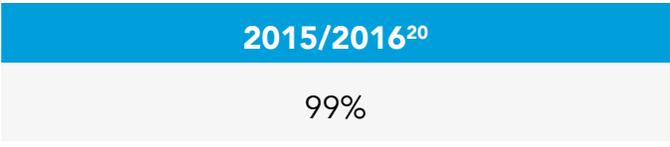
SUPPORT TO RETAIN HOUSING

Eviction Prevention

Number of Households that Avoided Eviction as a Result of Receiving Assistance for:	2014/2015	2015/2016
Rental Arrears	716	524
Utility Arrears	1,646	1,167

The Housing Stability Bank assisted households to avoid eviction and retain their housing by providing financial support for rental arrears to 716 households in 2014/2015 and 524 households in 2015/2016 and financial support for utility arrears to 1,646 households in 2014/2015 and 1,167 households in 2015/2016.¹⁹

Housing Stability



In 2015/2016, 99% of survey respondents²¹ reported remaining housed six months after receiving assistance from the Housing Stability Bank.

¹⁸ The Canadian Observatory on Homelessness defines being unsheltered as “absolutely homeless and living on the streets or in places not intended for human habitation.” It defines provisionally accommodated as “referring to those whose accommodation is temporary or lacks security of tenure.” From: The Canadian Observatory on Homelessness (2012). *Canadian Definition Of Homelessness*. Retrieved from <http://homelesshub.ca/sites/default/files/COHhomelessdefinition.pdf>

¹⁹ To be eligible to receive Emergency Utility Assistance, an Applicant must have received a disconnection notice from their utility provider. To be eligible to receive assistance through Rental Arrears, an Applicant must have received an eviction notice.

²⁰ Data for 2014/2015 is not available because this was a new data point added in 2015.

²¹ The Housing Stability Bank completes a telephone survey with Applicants three months and six months after they have received services.

REDUCING UTILITY COSTS TO PREVENT ARREARS

Ontario Electricity Support Program Applications

1,086

The Housing Stability Bank provided support to complete a total of 1,086 Ontario Electricity Support Program²² applications between October 26, 2015 and June 30, 2016.²³

London Hydro Home Assistance Program Warm Transfers

2,852

Since 2014, 2,852 warm transfers were made to the London Hydro Home Assistance Program.²⁴

CREATING A WELCOMING ENVIRONMENT

Applicants Felt Welcomed, Accepted, and Respected

98%

When reporting on their experience with the Housing Stability Bank, 98% of Applicant Experience Survey respondents strongly agreed or agreed they felt welcomed, accepted, and respected by staff members.

“The Housing Stability Bank has helped me to improve my living situation. Without them, I wouldn’t have been able to do so.”

~ Housing Stability Bank Applicant

²² The Ontario Electricity Support Program, offered by the Ontario Energy Board, helps low-income households to reduce the cost of their electricity bill through a monthly credit system. For more information about the Ontario Electricity Support Program, please visit: <https://ontarioelectricitysupport.ca/FAQ>

²³ The Ontario Electricity Support Program was not yet operating during the 2014/2015 reporting period.

²⁴ London Hydro offers the Ontario Power Authority's saveONenergy Home Assistance Program. The program offers energy efficiency upgrades to income qualifying customers. For more information about the Home Assistance Program, please visit: <https://saveonenergy.ca/Consumer/Programs/Home-Assistance-Program.aspx>

PROVIDING TIMELY SERVICE

Applicants Received Service in a Timely Manner

Applicants	93%
Community Partners	59%

Overall, 93% of Applicant Experience Survey respondents agreed they received service from the Housing Stability Bank within a reasonable amount of time. In addition, 59% of community partners agreed that Applicants received service in a timely manner.

HOW THE HOUSING STABILITY BANK WILL MAKE A DIFFERENCE

Applicant Experience Survey respondents shared how the Housing Stability Bank would make a difference or have an impact on them.

The Three Most Common Responses Were:

1. *Securing and maintaining housing;*
2. *Promoting financial stability; and*
3. *Stabilizing family and personal circumstances.*

“The support from the Housing Stability Bank allows me to not have to worry about my rental arrears and allows me to use the income I have to supply my household with our needs, like food and back-to-school prep.”

~ Housing Stability Bank Applicant

SECTION 7.0

CONCLUSION

SUMMARY OF KEY FINDINGS

Evaluation results demonstrate the financial assistance provided by the Housing Stability Bank helps individuals and families avoid a housing crisis, such as eviction and the experience of homelessness.

Findings also suggest the financial assistance provided by the Housing Stability Bank helps individuals and families secure housing and remain housed. Through referrals and warm transfers, the Housing Stability Bank also increases access to supports for individuals and families seeking assistance.

The evaluation results in this report can be used to inform practice and support decision-making related to the operations of the Housing Stability Bank.

“It was a big help and support from the Housing Stability Bank and it made a big difference in my life. Thank you so much.”

~ Housing Stability Bank Applicant

ACKNOWLEDGEMENTS FROM THE SALVATION ARMY CENTRE OF HOPE

We are grateful to the Housing Stability Bank Applicants and community agencies who generously provided their feedback during the evaluation process.

We would also like to thank our funders, the City of London and London Hydro, and our community partners. Without their support, the work of the Housing Stability Bank would not be possible.

Housing Stability Bank

Summary Evaluation Report

Prepared By:
Kovacs Group Inc.

Commissioned By:
City of London

Prepared For:
**The Salvation Army
Centre of Hope**



For more information about this report, please contact:

Housing Stability Bank
The Salvation Army Centre of Hope
519-964-3663 ext. 300
housing@centrefofhope.ca

Homeless Prevention
Neighbourhood, Children, and Fire Services
City of London
homelessprevention@london.ca

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	LONDON'S HOMELESS PREVENTION SYSTEM LONDON CARES HOMELESS RESPONSE SERVICES

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, this report **BE RECEIVED** for information purposes.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- London's Homeless Prevention System Progress Report and Update (CPSC: September 22, 2015)
- Contract Award 13-48 London CAREs (CPSC: January 6, 2014)
- London CAREs Transitioning to the London Homeless Prevention System (CPSC: October 7, 2013)
- Community Homelessness Prevention Initiative (CPSC: December 17, 2012)
- RFP 11-40 London CAREs Housing Stability Component – Contribution Agreement with Unity Project for Relief of Homelessness in London (CNC: November 29, 2011)
- London CAREs Contribution Agreement – Outreach Services Addiction Services of Thames Valley (CNC: October 18, 2011)
- RFP 11-15 London CAREs Outreach (CNC: September 13, 2011)
- Overview of 2010 Homelessness and London CAREs Programs, Services and Funding (CNC: June 14, 2011)
- Overview of 2009 Homelessness and London CAREs Programs, Services and Funding (CPSC: May 10, 2010)
- London CAREs 2009 Update (CPSC: January 25, 2010)
- Update on London CAREs and a Homelessness to Homes Strategic Plan (CPSC: November 24, 2008)
- London CAREs Phase One Authorization and Funding (BOC: July 16, 2008)
- London CAREs Phase One – A Plan to Improve Health Outcomes for the Addicted Homeless Population and Make the Downtown Safer (CPSC: December 10, 2007)
- London CAREs Phase One – A Plan to Improve the Health Outcomes for the Addicted Homeless Population and Make the Downtown Safer (CPSC: October 29, 2007)

PURPOSE

The purpose of this information report is to provide the Community and Protective Services Committee with an update on London CAREs. In particular, the collaboration of three organizations known as London CAREs has been dissolved and in its place London Cares Homeless Response Services is operating as an independent not-for-profit corporation.

BACKGROUND

London CAREs was initiated by the City of London in 2007 with an aim to improve the health and housing outcomes for individuals and families experiencing homelessness. This highly collaborative, community based approach recognizes the complex and evolving issues associated with homelessness. The efforts of London CAREs reflects an outcome focused approach that builds and adapts based on research, evaluation, best practices, and innovation.

The London Homeless Prevention System Implementation Plan was approved by Council in 2013 and is a coordinated and integrated individual and family centred housing stability approach that is outcome focused and designed to address, reduce and prevent homelessness in London. London CAREs was re-profiled under the Homeless Prevention System to provide outreach, housing finding and housing stability services to individuals experiencing persistent and chronic homelessness through a collaborative partnership between three not-for-profit service organizations: Addiction Services of Thames Valley; Regional HIV/AIDS Connection; and, Unity Project for the Relief of Homelessness.

To strengthen the effectiveness of a key program under Homeless Prevention, and to enhance accountability and consistent practice, an informed decision led to the incorporation of a new not-for-profit corporation: London Cares Homeless Response Services. The three original partnering organizations are represented on the new Board of Directors and remain active in their stewardship roles.

The change in organizational structure demonstrates the ongoing improvement of a leading Housing First program that has adapted based on the growing knowledge of how to solve homelessness. This change in structure assists in achieving operational and staffing effectiveness, resource management, and demonstrates the innovation and commitment of the leadership of London Cares Homeless Response Services.

As a result of the change in corporate status to London Cares Homeless Response Services, the three existing Community Homelessness Prevention Initiative (CHPI) Purchase of Service Agreements between the City of London and Addiction Services of Thames Valley; Regional HIV/AIDS Connection; and, Unity Project for Relief of Homelessness will be terminated. In its place a single CHPI Purchase of Service Agreement, valued at up to \$1.9 Million, and subject to available funds and program delivery criteria, will be entered into with the London Cares Homeless Response Services.

In 2008, the Corporation of the City of London obtained official trademark status for London CAREs and a design “London CAREs – London Community Addiction Response Strategy”. The Purchase of Service Agreement will include a clause permitting London Cares Homeless Response Services to use the City’s official mark of London CAREs, noting the not-for-profit corporation, London Cares Homeless Response Services, is not affiliated with the Corporation of the City of London.

Attached as Appendix A is the report “Building from Street to Home”. This report provides an overview of the efforts of London Cares Homeless Response Services and includes comments from individuals with lived experience who have benefitted from the services provided. London Cares Homeless Response Services continues to reach out to street involved individuals and those experiencing homelessness 24 hours a day, 7 days a week. Between 2012 and 2017, close to 24,000 points of contact occurred with the aim of helping individuals experiencing homelessness move from the street into their own home. During this period 230 individuals have been supported in achieving their goal of being housed under this intensive case management Housing First model.

This change in status has been reviewed by Risk Management; Purchasing and Supply; and, the City Solicitor’s office who offer no objection to establishing a new Community Homelessness Prevention Initiative Purchase of Service Agreement with London Cares Homeless Response Services, subject to satisfying all terms and conditions outlined in the standard agreement, including such terms as insurance and indemnification.

FINANCIAL IMPACT

The contract for London Cares Homeless Response Services is funded 100% by the Province of Ontario through the Community Homelessness Prevention Initiative (CHPI). There is no net financial impact on the City’s approved 2017-2019 Operating Budget.

APPENDIX A



BUILDING A BRIDGE FROM STREET TO HOME

LONDON CARES HOMELESS RESPONSE SERVICES



"I'M WORRIED IT'S TOO LATE FOR ANYONE TO HELP ME."

~ Scott¹

¹ Although consent has been provided for all images and quotes used in this document, names of individuals have been changed. Further, quotes should not necessarily be attributed to the individual in the image.

THE EXPERIENCE OF HOMELESSNESS

HOMELESSNESS IN LONDON

Despite best intentions, there are many Londoners still experiencing chronic homelessness... we won't stop until everyone has a home.

SCOTT'S EXPERIENCE OF HOMELESSNESS

In 2008, the recession hit. I was laid off from my job. I had worked in the trades for 20 years at that point. Going home and telling my wife and kids I had been laid off was one of the hardest things I've ever had to do. We had a mortgage and bills to pay.

I applied to every job I could find, but no one would hire me. We had to sell our house, our car, and a ton of other stuff. I was a 50-year-old man who couldn't take care of his family. I was embarrassed.

Drinking took the edge off. It helped. But soon, I was drinking all day, every day. My wife begged me to get help. I refused. She eventually left because she didn't want our kids to see their father like that. Without a job, I couldn't pay rent, so I ended up homeless.

I'm staying in shelters now. It's a roof over my head. I carry everything I own with me. I've been robbed more times than I can count. I've walked two hours in the pouring rain to get a meal because I couldn't afford a bus ticket. Being homeless is hard.

My lowest point was when I didn't have any money to buy alcohol, so I drank mouthwash. I remember thinking to myself, how did I get here? I was a regular guy. I had a house, a car, and a family. And now, I'm here.

There are things I miss from my old life – things I never even thought of before – like clean socks, my own bed, or deciding what I want to eat for dinner. You lose your freedom to choose when you become homeless. I know there is help, but I'm worried it's too late for anyone to help me.

// 2



“WE’RE A RESILIENT, FEISTY GROUP OF ADVOCATES WHO BELIEVE HOMELESSNESS CAN BE SOLVED.”

~ The London Cares Team

WE'RE LONDON CARES. IT'S NICE TO MEET YOU.

WE EXIST TO SOLVE HOMELESSNESS

Vision: A London where everyone has a home and feels connected to community.

Mission: We support people who are homeless secure the right housing with the right support until we are no longer needed.

WE BELIEVE IN:

- 1 Always showing up and never giving up.
- 2 Upholding the dignity and uniqueness of each person.
- 3 Courageously championing equity and social and systemic change.
- 4 Seizing new opportunities and adapting to best respond to changing needs.
- 5 Persistently building connected relationships to create meaningful solutions.
- 6 Collaborating to provide the best response.
- 7 Being accountable for what we say and do.

OUR WORK IS GROUNDED IN HOUSING FIRST

London Cares Homeless Response Services (London Cares) was the first organization in London to use a Housing First approach to assist individuals experiencing chronic and persistent homelessness to secure and maintain housing.

A Housing First approach shifts the priority to move individuals and families quickly into housing with support, where they can begin

to work on the issues that contributed to their homelessness from the stability and safety of their own home. A Housing First approach assists individuals and families by seeking out the right housing, in the right place, with the right level of support to develop lasting stability.²

With 367 permanent housing placements, we know Housing First works.

² Homeless Prevention, Neighbourhood, Children, and Fire Services, City of London. (2013). A Homeless Prevention System for London Ontario: A Three Year Implementation Plan. London, ON: City of London. Retrieved from <http://www.london.ca>



“LONDON CARES SAVED MY LIFE. THEY WERE THE ONLY ONES WHO GAVE A CRAP ABOUT ME.”

~ Cheryl

HOW WE'RE SOLVING HOMELESSNESS

HELPING INDIVIDUALS MOVE TOWARD PERMANENT HOUSING

HOW WE SERVE LONDONERS

You'll find our Street Outreach Team in London's core areas (Downtown, Old East Village, and SOHO), serving individuals experiencing homelessness 24 hours a day, 7 days a week. Our work is as varied as the people we meet, focusing on in-the-moment crisis support, harm reduction, and connection to service.

We meet individuals where they are at, whether that's in the depths of their substance use, in the middle of a crisis, or sitting on the sidewalk. We're a tenacious bunch, relentless in our quest to help individuals experiencing homelessness move from the street into their own home.

OUR RESULTS

In the last five years:

- **23,823** points of contact occurred to assist individuals experiencing homelessness
- **7,000+** referrals were made to medical, financial, legal, or other services
- **1,080+** crisis situations were responded to by our team
- **50+** urban campsites were visited and monitored per season

WHY OUTREACH MATTERS IN LONDON

Individuals experiencing homelessness often get caught in what is known as the "institutional circuit," cycling between jail, hospital, and street. It's costly and harmful to both the individual and the system, has long-term negative consequences, and in most cases, is unnecessary. Diversion, as a result, has become a critical component of our work. We partner with police, emergency services, and business owners to develop appropriate solutions for individuals experiencing homelessness who are in crisis.

Our Street Outreach Team assists individuals experiencing homelessness who are sleeping rough or in urban campsites. We identify, monitor, and engage to ensure the safety of individuals living in these sites and the broader community.

After living on the street for years, individuals often experience a deep sense of shame and stigma because of their situation. Many societal norms, which were once routine, are now forgotten. Going to an office to seek service at a scheduled meeting time, between 8:00 a.m. and 4:00 p.m., isn't always possible. Our team acts as a bridge, helping individuals enter into systems and navigate the complexity, so they can get the crisis, social, and health services they require.

// 6



WHY WE DO WHAT WE DO

I spent years sleeping on the streets. The London Cares staff would try to connect with me, but I didn't want anything to do with them. I'd cross the street to avoid them or walk in the other direction.

But they're persistent. They tried talking to me about my housing situation, but I wasn't interested in an empty promise of housing. I had years on the street, an addiction, and no money. But they never stopped talking about getting me housing.

Eventually, I talked to them about getting off the street and we started looking for an apartment. When I got the keys, I was so happy. I couldn't stop crying. It wasn't an empty promise like I thought. It was real, and it was all mine.

~ Martha

ASSISTING INDIVIDUALS TO FIND PERMANENT HOUSING

HOW WE SERVE LONDONERS

We help individuals who are calling the pavement a bed find their way home. Every individual in our community deserves safe, permanent, and appropriate housing of their choice. We won't stop until it becomes our reality.

We work hard to build relationships with private market landlords and property groups interested in making units available to individuals experiencing homelessness. Once an individual moves into their new home, we're available to landlords and tenants. We work proactively to address concerns and build successful tenancies.

OUR RESULTS

In the last five years:

- **231** participants have been housed
- **136** participants have been re-housed
- **30+** partnerships with landlords have been created
- **100%** of participants have had a say in where they live

WHY HOUSING SELECTION MATTERS IN LONDON

It can be difficult to find safe, affordable, appropriate housing in London. Through determined persistence, we've built strong relationships with landlords who make their units available to the individuals we serve.

But our work doesn't stop there. In fact, it's just the beginning. To move into a home, first month's rent and last month's rent are essential, income is a necessity, and basic furniture has to be found. We connect individuals to a system of services that offers solutions to meet these needs.

We're proactive in our work with individuals and landlords, answering questions and resolving any concerns. In this way, we maintain our relationships with landlords and help individuals retain their housing. We're also committed to re-housing and move quickly to find a new place for those who need one.

We operate under the principles of Housing First. We search for private market units where individuals pay a reasonable amount for rent, have both privacy and choice in their housing, and are not required to demonstrate any type of "readiness" before being housed.

// 8



WHY WE DO WHAT WE DO

At 28, I found myself sleeping outdoors, in bus shelters, and in empty stairwells. I had been diagnosed with cancer, HIV, and Hepatitis C. I was uncertain about my future and really scared.

Through the London Cares Street Outreach Team, I was connected to a Housing Selection Worker to find an apartment. I knew if I was going to get healthy, I couldn't do it living on the streets. It took three months of persistence, overcoming a ton of barriers, and a real commitment to my goal, but I finally received the keys to my new apartment. After six years of living on the street, I finally had a place of my own.

~ Jonathan

SUPPORTING INDIVIDUALS TO KEEP THEIR HOUSING

HOW WE SERVE LONDONERS

It's not enough to give someone "four walls." A house has to become a home. We provide intensive case management support to anchor individuals into their new home, neighbourhood, and community.

After years of living on the street, many individuals have multiple, complex needs they want to address. We create connections to formal and informal supports, such as health, community, and social services. We then work alongside individuals to help them confidently navigate these systems to get the services they deserve.

OUR RESULTS

In the last five years:

- **3,307** in-home focused visits were completed
- **3,737** tenant and landlord mediations were facilitated
- **10,835** referrals connected individuals to community-based supports
- **90%** of individuals have maintained their housing for one year or more

WHY HOUSING STABILITY MATTERS IN LONDON

We often think the work is done once someone moves into a home. The logic goes something like this: "an individual was homeless, and now they're not, so the problem is solved." However, there's a reality no one talks about. Living on the street comes with its own set of rules, norms, and habits, and it doesn't include waking up in your own apartment, in your own bed, with your own stuff.

Routine tasks, such as going grocery shopping, doing laundry, and cooking meals, have to become the "new normal" and it can be a surprisingly challenging transition. Through housing stability, we focus on the whole person. We believe that self-determination and independence inspire individuals, improving their confidence and helping them to keep moving forward.

We support individuals as they set and achieve their goals through intensive in-home support. Initially, goals may be focused on maintaining their home or improving their health. Over time, the focus changes to becoming active members of the community.

The individuals we work with are incredibly resilient. We've been humbled by their strength. But even the strongest individuals can greatly benefit from knowing someone is alongside them on their journey.

// 10



WHY WE DO WHAT WE DO

When London Cares helped me get housing five years ago, I had been homeless for a long time. My health was bad, I was using drugs, and I had multiple charges. I was in really bad shape.

A Housing Stability Worker has come to my house every single week since. We'd set goals for me and I would work toward those goals. The goals were small at first – most people probably wouldn't even consider them goals – but they made all the difference for me.

Now, I'm no longer on probation. My credit score has improved and I have a cell phone plan in my own name. I reached out to my family and we've slowly been able to rebuild our relationship. I never thought that would happen, but it did. The thing that I'm most proud of is that I just got a full-time job. I'm going to start in two weeks. I can't wait.

~ Steve



“WE HOPE YOU’LL JOIN US AS WE WORK TOWARD SOLVING HOMELESSNESS IN OUR COMMUNITY.”

~ The London Cares Team

WHERE WE’RE GOING NEXT

INTERESTED IN WHERE WE’RE GOING NEXT?

We’re proud of what we’ve accomplished over the last five years. We’ve learned, we’ve grown, and we’ve served. But, we’re just getting started.

Here’s a sneak peek of where we’re going: ▶

1 Innovative approaches to solve homelessness.

We believe housing is a human right and the solution to homelessness is housing with support. We use a Housing First approach to assist individuals and families to find and keep permanent housing of their choice. We will continue to identify, champion, and act on the housing needs of Londoners experiencing homelessness. When people are housed, we want them to thrive, transforming their house into a home. We plan to continue to build sustainable programs that meet the needs of those we serve.

Our work on the street gives us a pulse on emerging street trends. We track and monitor these trends, giving us real-time information we can use to inform our practice. Using data in this way ensures we proactively meet the ever-changing needs of those we serve. We will also use this data to help others inform their practices. Complex issues require collaborative solutions. We’re not in this alone.



2

A catalyst for system change.

We have a dogged determination to help those experiencing homelessness become more visible and have their voices heard. We're part of local working groups where we bring forward the experiences and voices of individuals experiencing homelessness. We also collaborate with partners to address complex issues from, and with, the perspective of individuals experiencing homelessness.

There is systematic discrimination of individuals experiencing homelessness that stems from a lack of knowledge, understanding, and information. We want to ensure all individuals have access to equitable service. We're partnering with courageous organizations that want to transform their practices, processes, and policies to achieve better outcomes for individuals experiencing homelessness. We seek a system in which individuals experiencing homelessness are treated with the same dignity, humanity, and excellence as all others who access the system of services available in London.

3

Evidence-informed responsible practice.

We've evaluated our work and we've used those evaluations to continue to evolve our practice. We plan to do much more of that in the upcoming years. We're creating a culture that incorporates using feedback loops of real-time data to adapt practice to best serve the needs of our community.

We don't have all of the answers to solving homelessness, but we're hungry to find new ways of working that have a positive impact. Through emergent leadership, agile service delivery, calculated risk-taking, and creative problem solving, we build the path we walk on every single day. What we learn, we plan to share, so our community, and other communities across Canada, can find solutions to address homelessness together.

// 14

ACKNOWLEDGEMENTS

London CAREs began as a vision of the City of London, who dedicated the resources to respond to the issue of homelessness. Our early work, which began in 2008, involved a collaboration of 12 different human and social service organizations.

In 2011, we crystallized our mandate to focus on supporting individuals experiencing homelessness to find and maintain housing using a Housing First approach. This work was led by the strong collaborative partnership of:



We want to express our thanks and gratitude for their perseverance and expertise as they have guided, strengthened, and grown what started out as a small program into a flourishing organization. In 2014, London CAREs won the Pillar Nonprofit Network Community Collaboration Award in recognition of our collaborative foundation.

We also want to express our deep appreciation and thanks for the continued vision, dedication, and support of the City of London through the Homeless Prevention Team. Through their leadership, using a system approach, London will move toward solving homelessness.

As we've grown, we've relied on the wisdom, generosity, and dedication of many community partners. A complex issue such as homelessness cannot be solved in isolation. As we move forward with our new name, **London CAREs Homeless Response Services**, we will continue to draw on community expertise and ensure collaboration is interwoven into the work we do.



We gratefully acknowledge the support of our funders:



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	HOUSING SERVICES – RENT SUPPLEMENT PROGRAM

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on March 6th, 2018 to;

- a) **authorize** and **approve** the attached standard form Rent Supplement Agreement (attached as Schedule 1), between The Corporation of the City of London and eligible Housing Providers for the purpose of providing Rent Supplements to tenants of approved Housing Projects;
- b) **authorize** the Managing Director of Housing, Social Services and Dearness Home or designate to execute the Agreement authorized and approved in part a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- CPSC Report July 19, 2016 Approval of the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund (SIF) and Pending Assignment to HDC

BACKGROUND

Link to Corporate Strategic Plan

Administering the Rent Supplement Program links to the Corporate Strategic Plan’s key areas of focus of Strengthening our Community and the strategy of providing Caring and Compassionate Services, specifically:

- 3B “Work with community agencies to help tenants keep their existing affordable housing and avoid homelessness”
- 3C “Reduce and Prevent Homelessness”

Intent of this Report

1. Provide background on the Rent Supplement component
2. Request approval for the standard form Rent Supplement Agreement (Schedule 1) between the City and Housing Providers, and delegate authority to the Managing Director, Housing, Social Services and Dearness Home (or designate) to execute the agreements with the Housing Providers and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor.

Background

The City of London is designated under the Housing Services Act, 2011 as the Service Manager for Housing Services for the City of London and the County of Middlesex. The Service Manager is responsible for administering various Housing programs through the Housing Services Act, regulations and Ministry of Housing guidelines.

In July 2016, Council approved the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund (SIF) and Pending Assignment to HDC. At that time, the Operating component of this new funding was introduced. The objective of the 2016 SIF Operating component is to address affordability issues of households in modest rental units across the province. The Operating component consists of three streams:

- Rent Supplement
- Housing Allowance Direct Delivery
- Housing Allowance Shared Delivery

Rent Supplement is a subsidy paid to the landlord or housing provider on behalf of a household in need of rental assistance. A **Housing Allowance Direct Delivery** is a subsidy paid directly from the Service Manager/ City to a household in need of rental assistance. Under **Housing Allowance Shared Delivery**, the Ministry of Finance acts as the lead on certain funding activities and provides the portable monthly payments directly to eligible households. The Province provided Service Managers with the opportunity to deliver the Operating component locally (both Rent Supplement and Housing Allowance Direct Delivery streams) or in partnership with the province (Housing Allowance Shared Delivery stream).

The City of London chose to deliver the SIF Operating component using the Rent Supplement Direct Delivery stream and received a funding commitment of \$600,000. The funding will be used towards a Ministry defined priority, that being tenants of housing projects where federal operating agreements/ subsidies have expired prior to April 1, 2016. In London, this impacted six Federal Cooperative Housing Providers. Without the previous federal funding, some of the eligible Cooperatives faced difficulties maintaining the member (tenant) subsidies and rents which placed a strain on the operating budget. In some cases, Cooperatives choose to increase member rents, remove or reduce member subsidies, and/ or operate in a deficit position in an effort to limit the overall financial impact on its members (tenants).

Under the Operating Component Service Managers are required by the Ministry of Housing to make all funding commitments through a signed SIF Program Delivery and Fiscal Plan (PDFP) which is due to the province by March 31, 2018. Funds under this program must be allocated/ expended by March 31, 2024. Civic administration consulted with eligible Cooperative Housing Providers to determine how best to allocate the funding and also made initial determinations about the number of possible eligible households. As result, it has been determined that an annual amount of \$200,000 would be spent each year, for a three year period (2018, 2019 and 2020), in \$50,000 quarterly installments. The funding is meant to provide an interim solution as the Canada Mortgage and Housing Corporation (CMHC) continues to develop programs towards implementing the National Housing Strategy initiatives. It is understood that the National Housing Strategy will include new funding for the Federal Cooperative Housing Providers. Allocating the City's SIF Rent Supplement funding will help stabilize their current financial pressures. The eligible Cooperatives understand the City of London funding is limited to three years and that they will need to develop contingency plans should the National Housing Strategy not address Federal Cooperatives ongoing financial stability.

To provide subsidy to eligible households through this Rent Supplement program, the City will enter into an Agreement (attached as Schedule 1) with an eligible Housing Provider as listed above. This template agreement has been reviewed by the Corporation of the City of London's Legal Services, as well as Risk Management and Financial and Business Services.

Municipal Council's approval is being sought for this template agreement, as well as the delegated authority for the Managing Director, Housing, Social Services and Dearness Home (or designate) to execute Rent Supplement agreements with eligible Housing Providers and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor. This standard form agreement and delegated authority will assist Housing Services in meeting the Ministry's prescribed timelines for program delivery and make adjustments to maximize the use of SIF funding.

FINANCIAL IMPACT

The SIF Rent Supplement program is funded 100% by the province and is not subject to any cost sharing requirements with the City for the duration of the agreement. Administration of the program will be undertaken by existing Housing Services staff and within existing approved budgetary resources.

The Rent Supplement allocations meet the Ministry of Housing’s March 31, 2018 deadline and program delivery is expected to begin in March 2018 upon Council approval of the attached as proposed By-law Appendix A.

PREPARED BY:	REVIEWED BY:
JASON WESTBROOK MANAGER, BUSINESS PLANNING PROCESS	DAVE PURDY MANAGER, HOUSING SERVICES
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

C: David Mounteer, Solicitor II
 Kyle Murray, Senior Financial Business Administrator
 Jason Wills, Manager III, Risk Management

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve the Rent Supplement Agreement and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Agreement and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor.

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;

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

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Rent Supplement Agreement substantially in the form attached as Schedule 1 to this By-law and satisfactory to the City Solicitor, between the Corporation of the City of London and such eligible Housing Providers who meet the funding criteria, is hereby approved.
2. The Managing Director of Housing, Social Services and Dearness Home or his/her designate is authorized to execute the Rent Supplement Agreement, and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -

SCHEDULE 1

Rent Supplement Agreement

This agreement is between:

The Corporation of the City Of London

(hereinafter referred to as the "City")

OF THE FIRST PART;

- and -

<Insert Name of Housing Provider>

(hereinafter referred to as the "Housing Provider")

WHEREAS:

- I. the Province of Ontario has designated the City of London to allocate and administer funding pursuant to the Social Infrastructure Fund (SIF) ("the Program");
- II. AND WHEREAS the Housing Provider is an Eligible Housing Provider (as defined below);
- III. AND WHEREAS the Housing Provider is the registered owner of the residential accommodation known municipally as (the "Housing Project");
- IV. AND WHEREAS the parties to this agreement understand the following provisions are the written reflections of their respective commitments to the successful provision of services by the Housing Provider, and the parties agree to do so in compliance with the laws of Ontario, including the (Ontario) Human Rights Code; **and**
- V. AND WHEREAS the City wishes to assist tenants of social housing projects where operating agreements and/or federal subsidies have expired prior to April 1st, 2016.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

DEFINITIONS AND INTERPRETATIONS

1. Whenever, in this Agreement, the following words or phrases are used, they shall have attributed to them the following meanings:
 - (a) "Agreement" means this agreement entered into between The Corporation of the City of London herein described as "the City", and the Housing Provider and includes all of the schedules listed and any amending agreement entered into;
 - (b) "Eligible Housing Provider" means a housing provider that:
 - i. is a local Cooperative Housing Project where operating agreements and/or federal subsidies expired prior to April 1st, 2016
 - ii. meets such other criteria as the Service Manager may require in writing from time to time.
 - (c) "Co-operative" means a non-profit housing Co-operative that is the owner of the housing project;
 - (b) "effective date" means the date set out in Schedule "A", from which a market rent applies to a unit;
 - (c) "housing project" means all or part of the residential accommodation, including facilities used for ancillary purposes, located in one or more buildings used in whole or in part for

residential accommodation and more particularly located at the address set out in Schedule "A";

- (d) "initial payment date" means the date set out in Schedule "A", on which the City's obligation to make rent supplement payments for a unit commences under this Agreement;
- (e) "market rent" means the monthly total unit rent payable by the tenant, defined by the housing provider and attributable from time to time to each rent supplement unit for the purpose of calculating rent supplement, as set out in Schedule "A";
- (f) "PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5;
- (g) "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined in PIPEDA;
- (h) "rent" means rent as defined in the *Co-operative Corporations Act*, RSO 1990.
- (i) "rent supplement" means the difference between the geared to income portion of the market rent ("household charge") from the tenant of a unit for a given month and the market rent;
- (j) "rent supplement tenant" means a household member living in an eligible cooperative housing project that meets the criteria under Schedule B and to whom a unit has been leased;
- (k) "household charge" means the tenant portion of rent for residents living in a Rent Supplement subsidized unit listed on Schedule A.
- (l) "Schedule "A" is the schedule entitled Schedule "A", attached to and forming part of this Agreement, as amended from time to time by addendum duly signed by both parties;
- (m) "unit" means a unit of accommodation listed in Schedule "A", to which this Agreement applies.

2.

- (a) The laws of the Province of Ontario shall apply to the interpretation of this Agreement and any reference to a statute in this Agreement include any subsequent amendments or replacement and substitution of that statute.
- (b) Whenever used in this Agreement, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
- (c) The titles appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.
- (d) Where the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine.
- (e) All information relating to rent supplement tenants that is provided to, collected or maintained by the City, is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, (hereinafter referred to as "MFIPPA").
- (f) Any notice, consent or approval, required or permitted to be given, pursuant to this Agreement, shall be in writing and shall be delivered by personal service or ordinary mail, to the Housing Provider or the City, as the case may be, at such address as the parties may designate, in writing, from time to time.
- (g) Any such notice, consent or approval shall be deemed to have been delivered on the date of such personal service, or, if mailed, on the fifth (5th) day after the day on which it was mailed.

TERM

3. The term of this agreement commences on the 1st day of January 2018 and ends on the 31st,

day of December 2020, unless otherwise notified by the City of London.

THE PROGRAM

4. The Housing Provider will provide unit subsidy to households meeting the eligibility criteria specified in the attached Schedule "B" for services related only or solely to the activities and goals of approved projects specified in the attached Schedule "A".
5. The Housing Provider agrees to abide by the terms of this agreement as well as other requirements as may be prescribed by the City in writing from time to time.
6. The Housing Provider will follow the Unit and Household Eligibility criteria in Schedule B and will notify the City of any changes to household complement, member eligibility or income changes within 30 days of learning of the change.

HOUSING PROVIDER RESPONSIBILITIES

7. The Housing Provider shall:
 - a) collect from the rent supplement tenants a household charge of a **(insert Co-op %)** of gross household income as stipulated in the Cooperative By-Laws and as approved through written correspondence from the City;
 - b) serve each rent supplement tenant with notice of each and every increase in the market rent for his unit, in the form, manner and within the time prescribed by the *Co-operative Corporations Act, RSO 1990*.
 - c) give one (1) copy to the City of any application affecting a unit, made by the Housing Provider, under the *Co-operative Corporations Act, RSO 1990*, within three (3) days of filing it;
 - d) give one (1) copy to the City of any order affecting a unit, made under the *Co-operative Corporations Act, RSO 1990*, within three (3) days of receipt by the Housing Provider;
 - e) not allow a rent supplement tenant to sublet or assign his lease;
 - f) permit a rent supplement tenant to terminate tenancy, at any time during the term, on sixty (60) days written notice, provided such notice is effective on the last day of a month, and forward to the City a copy of any notice given to the Housing Provider, by the tenant, within three (3) business days of its receipt;
 - g) notify the City, in writing, if the Housing Provider gives a notice of termination to a rent supplement tenant, receives a notice of termination from a rent supplement tenant, discovers that a unit has been abandoned by a rent supplement tenant or evicts a rent supplement tenant from a unit, within three (3) business days of the event;
 - h) provide the City with current rent rolls, when requested, for the building(s) in which the rent supplement units are located.
 - i) keep the units and the building in which the units are located, in a good and substantial state of repair, clean and fit for habitation and in accordance with the City's Occupancy By-law.
 - j) treat as confidential and shall not divulge to anyone, except the City, at any time, during or following the term of this Agreement or any renewal or extension thereof, any information or document given to or acquired by it, relating to the rent supplement tenants, without the prior written consent of the City;
 - k) preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by The City;
 - l) ensure the PIPEDA compliance of all PIPEDA Protected Information it collects during the course of completing its obligations pursuant to this Agreement;

- m) ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to The City;

FUNDING

8. During the term of this Agreement, the City shall pay to the Housing Provider a maximum of **(insert HP \$ total)** per month.
 - a. The first payment will include monthly payments effective January 1st, 2018 up to and inclusive of the month the agreement is signed by both parties.
 - b. All subsequent payments will be paid in advance on the first (1st) day of the month, for the term of this Agreement.
9. The Housing Provider shall apply the monthly payment to each unit listed in the Schedule A based on **(insert HP RGI %)** of each unit's gross household income as stipulated in the Cooperative By-laws and as approved in writing by the City of London. Further, it is understood individual unit subsidies may change due to fluctuations in household income and/ or program eligibility. Therefore, the City will reconcile the Housing Provider's individual unit subsidy allocations and supporting documentation against the monthly Housing Provider payment at least once every 12 months through an Annual Rent Supplement Review. Any surplus funds found during a review will be returned to the City unless otherwise notified in writing by the City.
10. The Housing Provider acknowledges by way of signature that, subject to clause(s) 25, 26, and 27, the City is committing funding only to a maximum of **(insert HP Total)** per month for the duration of the agreement unless otherwise notified in writing by the City. Also, it is the Housing Provider's responsibility to ensure any household complement, member eligibility or income changes are reported to the City at minimum 30 days after the change occurs.
11. In the event that a Housing Provider's unit listed on Schedule A becomes vacant or the tenant of the unit is no longer eligible according to criteria listed in Schedule B, the Housing Provider shall notify the City within 30 days of becoming aware of the change. At the time of notification the Housing Provider may request the SIF Rent Supplement funds to be redirected to another unit and eligible household. Any changes in unit subsidy provided to the Housing Provider will be approved by the City and reflected in an amendment to the Schedule A and duly signed by both parties.

FINANCIAL RECORDS AND REPORTS

12. The Housing Provider shall provide the City with annual reports of both financial and statistical information as specified in Schedule C which shall:
 - (a) be prepared according to generally accepted accounting principles;
 - (b) relate to the services provided pursuant to this Agreement;
 - (c) be in a form and content, similar to the forms provided and acceptable to the City;
 - (d) submit a report to the City on the funded activities in the time period of this Agreement, no later than ten (10) business days following the end of each 12 month period beginning January 1st, 2018.
13. The Housing Provider will maintain financial records and books of accounting respecting the costs and disbursement of the Rent Supplement Program provided pursuant to this Agreement and will allow the City or such other persons appointed by the City, at the City's cost, to inspect and audit said books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination, and shall provide the City with such information as it requests. The Housing Provider receiving the funds is required to segregate the funding to ensure reporting and accountability of these funds in a manner satisfactory to the City's Housing Services Division.
14. The Housing Provider will maintain unit household files that at minimum include:
 - (a) proof of program and household member eligibility,
 - (b) proof of household monthly income,
 - (c) City of London notices of approved unit subsidy;
 - (d) a signed consent to participate in the Rent Supplement program; and
 - (e) all Income & Assets Verification Forms for Rent-Geared-to-Income Assistance, as provided by the City of London.

15. The Housing Provider will ensure that its year-end audited financial statements contain a supplementary schedule or note indicating the amount of Rent Supplement funding received and the related expenditures, and confirming that the Rent Supplement funding provided was spent on approved expenditures.
16. The Housing Provider will provide the City with a copy of its board approved annual audited financial statements for the year in which the funded activities occurred and within two months of its fiscal year-end.
17. The City will reconcile the funds advanced to Housing Provider through the Annual Rent Supplement Review and its annual audited financial statements. If the Housing Provider has not provided financial benefits to households for rent supplements to the maximum amount available for the year, the unexpended funds will be repayable to the City, unless the City at its sole discretion, directs the funds to be included in the allocation of the following year.
18. Failure on the part of the Housing Provider to remit the reports required pursuant to this Agreement, on time and in a manner satisfactory to the City, shall entitle the City, at its sole discretion and without liability, cost or penalty to the City, to do any one or more of the following:
 - withhold payments;
 - request that reports of financial and statistical information, or the annual report on the funded activities be revised and resubmitted until the City is satisfied with the same; or
 - terminate this Agreement forthwith, and to request the immediate return of any unexpended funds from the Housing Provider.

AUDIT

19. The Housing Provider shall permit the representatives of the City's Housing and/or Finance Departments, to enter any premises used by the Housing Provider in connection with the provision of the services described herein, upon reasonable notification of intent to do so, during regular business hours of the Housing Provider, in order to facilitate either or both of the following:
 - (a) inspection of those files and records relating to services provided under this Agreement;
 - (b) an assessment and review of the operation of the Housing Provider and the provision of services directly or indirectly by the Housing Provider solely with respect to services provided under this Agreement.

DEFAULT

20. In the event that the City is not satisfied in the provision of services funded herein by the Housing Provider as evidenced in the reports required pursuant to this Agreement and/or any assessment or review conducted by the City's Housing Services, and/or Finance Departments, the City may, in its sole discretion, and without liability, cost or penalty to the City do any one or more of the following:
 - (a) withhold payments;
 - (b) request that changes be immediately made by the Housing Provider to the manner and form of the delivery of services funded herein; or
 - (c) terminate this Agreement forthwith, and to request the immediate return of any unexpended funds from the Housing Provider.
21. Subject to the terms of this Agreement, the City agrees over the term of this Agreement to release funds to the Housing Provider monthly.

EARLY TERMINATION

22. Either the City or the Housing Provider can terminate this Agreement in each party's sole discretion, whether arbitrarily or without cause by providing to the other party 90 days' notice, in writing, of their intention to do so.
23. Notwithstanding the foregoing, the parties acknowledge and agree that in the event that the funding discontinues, this Agreement shall terminate as of the effective date set out by the Province and that the City shall not be obligated to fulfil any further funding under this Agreement. Further, the Housing Provider shall indemnify and save harmless the City from any and all costs, claims, demands, suits, actions and judgements made, brought or recovered

against the City resulting from the discontinuance of funding by the Province and/or provision of services by the City pursuant to this Agreement.

24. In the event that this Agreement is terminated, the Housing Provider shall maintain copies of all unit household files, financial records and statistical information and not dispose of them without prior written consent of the City. Upon termination of this Agreement, the Housing Provider will return any unexpended funds to the City unless otherwise notified by the City in writing.

FORCE MAJEURE

25. Subject to Section 28, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
26. Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions, if such events meet the test set out in Section 25.
27. Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to:
 - i. take into account at the time of the execution of the Agreement; and
 - ii. avoid or overcome in the carrying out of its obligations under the Agreement.
28. The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfil the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

REPRESENTATIONS AND WARRANTIES

29. The Housing Provider represents and warrants to the City as follows, which representations and warranties will be deemed to be continuing representations and warranties during the entire term of this Agreement:
- (a) The Housing Provider is a corporation legally incorporated, duly organized and validly existing, and in good standing under the laws of the Province of Ontario.
 - (b) The execution, delivery and performance of this Agreement is within the corporate powers and capacities of the Housing Provider and have been duly authorized by proper corporate proceedings.
 - (c) There are no actions, suits or proceedings pending or to the knowledge of the Housing Provider threatened against or adversely affecting the Housing Provider in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign which might materially affect the financial condition of the Housing Provider or the title to the Housing Project.
 - (d) No representation or warranty by the Housing Provider in this Agreement, nor any statement or certificate (including financial statements) furnished or to be furnished to the Service Manager pursuant hereto contains or will contain any untrue statement of any fact or omits or will omit to state a fact necessary to make such representation, warranty, statement or certificate not misleading.
 - (e) The Housing Provider is in compliance with all applicable federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and bylaws.

NOTICE

30. The parties agree that any notice required pursuant to this Agreement shall be delivered by mail or fax to:

<name of Cooperative >
<address of Cooperative >

or

The City of London
Housing Services
Citi Plaza, 355 Wellington Street, Suite 248, 2nd Floor.
London, ON N6A 3N7
Fax: 519-661-5804

Signed:

For the City Of London

Date

Managing Director
Housing, Social Services & Dearness Home

For <name of co-op>

Date

Signature

Position*

*I/we have authority to bind the corporation

- Schedule A – Units Included in the Program
- Schedule B – Unit & Tenant Eligibility Criteria
- Schedule C – Project Reporting Requirements
- Schedule D – Local Occupancy Standards



Schedule A

Agreement No. _____

Housing Project Name; _____

# of Units	Unit #, Municipal address	# of Unit Bedrooms	# of Household Members	Unit Market Rent	Effective Date	Unit Subsidy (City portion)	Initial Payment Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

The following services and appliances shall be provided by the Co-operative and shall be included in the full market rent: (TBD)

Schedule B

Unit & Household Eligibility Criteria

Unit Criteria:

Rent Supplement Program: Provides a monthly subsidy calculated at **(INSERT HP value)** % of gross household income for occupied units to eligible households for rental accommodation.

1. To be an eligible unit, it must satisfy each of the following requirements:
 - (a) Be modest, that does not exceed Average Market Rent (AMR) for the area, as updated by the Ministry of Housing annually.
 - (b) Be self-contained.
 - (c) Meet local occupancy standards (Schedule D), including any future City of London approved changes, unless approved by the Housing Provider.
 - i. A household may choose to be overhoused (live in an apartment with more bedrooms than the occupancy standards allows) with approval from the Housing Provider, however, the City will only subsidize up to the occupancy standard for the unit.
 - (d) Such other requirements as the Service Manager may establish.

Client Eligibility Criteria

2. Each household seeking to be approved as an Eligible Household must meet each of the following criteria at the time the primary applicant submits an application and for the duration of the Housing Provider funding agreement:
 - (e) The primary applicant must be at least 18 years old.
 - (f) Be renting a unit and not own a home suitable for year-round occupancy.
 - (g) Have a household income that does not exceed the Household Income Limits (HILs) for the Service Manager area, as published annually by CMHC.
 - (h) Each member of the household must be a Canadian citizen, have applied for permanent resident status, or be a refugee claimant.
 - (i) Must pursue all sources of available income.
 - (j) Income of dependent children as defined by the Housing Services Act 2011 shall be not be included in household income calculations.
 - (k) Meet any provincial or City established Asset levels

The Housing Provider will undertake the collection of ongoing eligibility information for the household member's continued receipt of Rent Supplement subsidy. Also, the Housing Provider must report any changes to the household complement, eligibility and income to the City within 30 days.



Schedule C

Project Reporting Requirements

The Housing Provider shall report at least once every 12 months after the receipt of the first payment or as requested by the City, for each unit listed on the Schedule A in a manner as prescribed by the City of London. The report shall contain the following:

1. Head of Household Name
2. Household Type
3. Household Size, Names and Ages
4. Household Income Source(s)
5. Monthly Household Income
6. Household Asset Information (if requested)
7. Unit Address
8. Unit Size (# of bedrooms)
9. Current Unit Market Rent
10. Housing Charge (tenant portion of rent after subsidy is applied to market rent)
11. Monthly amount of Rent Supplement subsidy provided by the City
12. Move-out date
13. Move-out reason

The Housing Provider must report at least once every 12 months through an Annual Rent Supplement Review or as requested by the City on financial expenditures for the Rent Supplement benefits provided to households.

The Housing Provider will undertake the collection of ongoing eligibility information for the household member's continued receipt of Rent Supplement subsidy. Also, The Housing Provider must report any changes to the household complement, eligibility and income to the City within 30 days.



Schedule D

Local Occupancy Standards

Date: September 18, 2012
178

HDN#: 2012 -

This applicable legislation/policy is to be implemented by the housing provider(s) under the following programs:

Please note if your program is **not checked**, this change is **not applicable** to your project.

√
√
√
√
√

Federal Non-Profit Housing Program (Rent Supplement units only)

Private Non-Profit Housing Program

Co-operative Non-Profit Housing Program

Municipal Non-Profit Housing Program (Pre-1986)

Local Housing Corporation

Subject: LOCAL RULE – CEASING TO MEET OCCUPANCY STANDARDS *(Replaces HDN#: 2011-165)*

1. PURPOSE:

To inform all housing stakeholders of the local rule, background and compliance standard under the *Housing Services Act, 2011 (HSA)* and associated regulations related to ceasing to meet local occupancy standards.

2. BACKGROUND AND COMPLIANCE STANDARD:

The *Housing Service Act, 2011* under O.Reg 367/11 s. 38, establishes the service manager’s authority to make a local eligibility rule providing for a household to cease to be eligible for rent-geared-to-income assistance if the household occupies a unit that is larger than the largest size permissible under the service manager’s occupancy standards. There is no requirement that a local rule be established.

If a local rule is established for the service area, the following provisions must be made:

- i. household occupies a unit that is larger than the largest size permissible under the service manager’s occupancy standards.
- ii. The local eligibility rule must provide that the household does not cease to be eligible if the household is following the process, specified in the rule or by the service manager, to be transferred to a unit that is permissible under the service manager’s occupancy standards.

3. LOCAL RULE:

- i. The local occupancy standards set out a range of unit sizes for which rent-geared-to-income households may be eligible for. Under these local occupancy standards, the largest unit for which a rent-geared-to-income household is normally eligible has one bedroom for any two members of the household who are spouses or same-sex partners of each other, plus one bedroom for each additional member of the household. The smallest unit for which a rent-geared-to-income household is eligible has one bedroom for every two members of the household, plus an additional bedroom if there are an odd number of members in the household.
- ii. A provider must review that a rent-geared-to-income household is within the allowable range of occupancy standards at the time of offer, as part of the annual review process or if there has been a change in the size or composition of the household.
- iii. A household is considered overhoused when they have fewer members living in the unit than the number established under the local occupancy standards.
- iv. If the housing provider determines that a household occupies a rent-geared-to-income unit that is larger than the largest unit in respect of which the household is eligible to receive rent-geared-to-income assistance, the housing provider shall give the household written notice of that determination with a copy sent to the service manager.
- v. A household does not cease to be eligible for rent-geared-to-income assistance until at least a year after the household has been notified, by the housing provider, that the household occupies a unit that is larger than the largest size permissible under the local occupancy standards.
- vi. After one year of being notified that the household is overhoused, the household shall be placed on the housing provider's internal transfer list for a suitably sized unit (if available within the housing provider's portfolio) and in the selection system for rent-geared-to-income assistance.
- vii. Overhoused households are required to select a minimum of five (5) housing preferences (not including their current housing location) by submitting a signed and dated Building Selection form within thirty (30) days following the one-year overhoused notification date.
- viii. Overhoused households will be placed in the selection system for rent-geared-to-income assistance with an urgent transfer status based on the overhoused notification date.
- ix. For each year the household remains overhoused, an additional 5 (five) housing preferences will be added to the household's application up to a maximum of 20 housing locations. Households may change their housing preferences at any time, provided that the minimum number of housing preferences are maintained. Overhoused households may be exempt from this requirement at the discretion of the service manager on a case-by-case basis if extenuating circumstances exist.
- x. An overhoused household can refuse a maximum of three (3) offers of accommodation, after which the household will cease to qualify for rent-geared-to-income assistance. A refusal includes both offers made from the selection system

for rent-geared-to-income assistance and a housing provider's internal transfer list. All internal refusals must be reported to the service manager.

- xi. An overhoused household does not cease to be eligible for rent-geared-to-income assistance if the household is following the process to be transferred to a unit that is permissible under the local occupancy standards.

4. ACTION:

Housing providers are to follow this local policy for any tenants/members that become overhoused starting January 1, 2012 or later.

5. AUTHORIZATION:

Original signed by

Louise Stevens, Director
Municipal Housing

Date: _____

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	SOCIAL HOUSING APARTMENT IMPROVEMENT PROGRAM (SHAIP)

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home;

- 1) The proposed by-law attached as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to:
 - a) **authorize** and **approve** an Agreement substantially in the form attached as (Schedule 1 to the by-law) between The Corporation of the City of London and Her Majesty the Queen in right of Ontario as represented by The Ministry of Housing for the purpose of approving a Transfer Payment Agreement for the Social Housing Apartment Improvement Program;
 - b) **authorize** the Mayor and the City Clerk to execute the Agreement authorized and approved in part a), above;
 - c) **authorize** the Mayor and City Clerk to execute future SHAIIP Transfer Payment Agreements for the years 2018/2019 to 2020/2021, in a form satisfactory to the City Solicitor, upon the approval of funding by the Ministry of Housing;
 - d) **authorize** the Managing Director, Housing, Social Services and Dearness Home, or delegate, to execute the Program Delivery and Fiscal Plan (PDFP) submission requirements.

- 2) The proposed by-law attached as Appendix “B” BE INTRODUCED as the Municipal Council meeting to be held on March 6, 2018 to:
 - a) **authorize** and **approve** an Agreement substantially in the form attached as (Schedule 2 to the by-law) between the Corporation of the City of London and Housing Providers;
 - b) **authorize** the Managing Director of Housing, Social Services and Dearness Home, or designate, to execute the Housing Provider Contribution Agreements authorized and approved in part c), above;.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Link to Corporate Strategic Plan

Administering the Social Housing Apartment Improvement Program links to the Corporate Strategic Plan’s key area of focus of Strengthening our Community and the strategy of providing Caring and Compassionate Services, specifically:

3C “Reduce and Prevent Homelessness”

BACKGROUND

Intent of this Report

1. Provide background on SHAIIP;

2. Request approval of the Transfer Payment Agreement between the City and the Ministry of Housing to administer funding for the Social Housing Apartment Improvement Program;
3. Request approval of the Housing Provider Contribution Agreement between the City and Housing Providers to administer allocated funding under the Social Housing Apartment Improvement Program Transfer Payment Agreement;
4. Request approval for the Mayor and City Clerk to execute future Social Housing Apartment Improvement Program Agreements between the City and the Ministry of Housing.
5. Request for approval for the Managing Director, Housing, Social Services and Deerness or delegate to execute the Ministry required PDFP submissions.

Background

On August 24, 2017, supporting the implementation of the province's Climate Change Action Plan, the Ministry of Housing (MHO) announced the Social Housing Apartment Improvement Program (SHAIP) for eligible high-rise apartment buildings across Ontario. The program funding is for four years (2017/2018 – 2020/2021) based on carbon market proceeds and will support retrofits for social housing apartment buildings.

The majority of Ontario's high-rise apartment buildings were developed in the 1960s and 1970s – when little attention was paid to energy-efficient design. Many of these buildings are now at a period of their life-cycles where major building systems must be replaced. Investing in energy efficiency upgrades in high-rise apartment buildings will help reduce greenhouse gas (GHG) emissions, improve the quality and sustainability of social housing stock in Ontario and enhance the quality-of-life of tenant households.

Building on the success and rollout of Ontario's Social Housing Apartment Retrofit Program (SHARP) under the Green Investment Fund, SHAIP will continue to fund retrofit activities that reduce GHG emissions. The scope of retrofit activities under SHAIP is being expanded to include the latest low-carbon and carbon-free energy technologies/systems.

Key outcomes expected from the program include:

- Reduced GHG emissions;
- Enhanced living accommodations for Ontario's low-income and vulnerable tenants to modern standards;
- Reduced operating costs for social housing providers through savings derived from the retrofit activities, thereby strengthening the viability and sustainability of the current social housing stock; and
- Support the GHG retrofit sector and create local jobs in communities across Ontario.

The objective of SHAIP is to fund eligible retrofits, including those that utilize the latest low-carbon and carbon-free energy technologies/systems, in social housing apartment buildings to reduce GHG emissions.

The "Housing Provider Contribution Agreement" template has been reviewed by the Corporation of the City of London's Legal Services, as well as Risk Management and Financial and Business Services.

Housing Project Eligibility

Projects are eligible to receive funding if they meet the following eligibility criteria:

- Must be a single high-rise social housing apartment building;
- Must contain 150 or more units for Year 1 (2017-18) and 100 or more units for Funding Year 2 (2018-19) to Funding Year 4 (2020-21) unless otherwise approved through a business case;
- Must be elevator-serviced; and
- Must be social housing as defined under the *Housing Services Act, 2011*.

Eligible Building Retrofits

To support the program objectives, the following retrofit activities are eligible to be funded:

- Replacing building heating and/or cooling systems, equipment, and associated sub-components including items such as mechanical insulation;
- Upgrading exterior or interior building insulation;
- Solar walls;
- Upgrading building windows and/or exterior doors;
- Upgrading building lighting systems including converting to light-emitting diode (LED) lighting systems, lighting controls, and sensors;
- Re-cladding or upgrading building envelopes;
- Retrofits that utilize latest low-carbon and carbon-free energy technologies /systems;
- The costs of required building energy audit reports;
- Focus on retrofits that target building heating and/or cooling equipment; and
- Applications that seek to combine several retrofits – new and/or pre-existing retrofits – in order to achieve higher emission reductions in the buildings.

Funding Requests

Eligible Service Managers were invited to submit a business case to the Ministry of Housing by Friday December 15, 2017 for consideration towards SHAIIP funding. The business case was a tool to help Service Managers and the Ministry to plan and implement the program and to help ensure that any SHAIIP funding allocated can be effectively and efficiently utilized.

Business case submissions were evaluated based on the program's parameters and the proposed goal of the program to maximize greenhouse gas reductions.

As a result, a total of \$3,360,996 has been confirmed to be received by the City of London for 2017/2018.

The Ministry has also communicated the conditional allocation eligible for the City of London for each of the remaining 3 years of the program. The City of London's conditional allocation for the years 2018/2019 – 2020/2021 is \$8,096,591 or \$2,698,864 annually. Since confirmed allocations are dependent upon the actual proceeds from the carbon market auctions that would occur several times each year, confirmed allocations will be subsequently communicated to the Service Manager as they are made known to the Ministry.

As funding is dependent on the actual proceeds from the carbon market auctions, the total confirmed allocation for a Service Manager may be equal to, greater or less than the conditional allocation that was initially communicated.

Service Manager Roles and Responsibilities

Service Managers are responsible for the administration and delivery of SHAIIP. This includes, but is not limited to: approving eligible housing projects and the eligible work to be carried out in each project, making payments to Eligible Housing Providers, monitoring the progress of repair and retrofit activities associated with the work, and reporting back to the Ministry on the progress of the program.

Program Delivery and Fiscal Plan

Each Service Manager is required to develop and submit a Program Delivery and Fiscal Plan (PDFP) that outlines how the funding allocations will be used each year of the program. The Ministry requires the PDFP to support the objectives and key outcomes of the program. The PDFP must outline the broad activities to be taken, projected quarterly disbursements based on the conditional allocation, and the amount of funding to be used for administration fees.

Key Milestones

The eligible work in a project must be completed no later than the following:

Funding Year 1 (2017-18): March 31, 2020
 Funding Year 2 (2018-19): March 31, 2021
 Funding Year 3 (2019-20): March 31, 2022
 Funding Year 4 (2020-21): March 31, 2023

Transfer Payment Agreements must be executed by no later than March 16, 2018.

Risk Management

Although Risk Management has identified the indemnity provisions within the Ministry of Housing Transfer Payment Agreement exposes the Corporation to unlimited liability, Risk Management concludes that the indemnity clause should not prevent the City of London from entering in to the Transfer Payment Agreement as the benefit of the funds outweigh the associated risk from the indemnity provision.

More clearly, the City of London will mitigate risks associated with the Transfer Payment Agreement by using the optimum level of oversight and control, enabling the City of London to manage risk and ensure objectives are met. This will be done using clearly defined expectations of the objectives, functions, and eligibility criteria for all activities that are supported by this program.

FINANCIAL IMPACT

Funding for SHAIIP is funded 100% by the Province and is not subject to any cost sharing requirements by the City.

Service Managers may use up to 5% of their full year confirmed allocation in each Funding Year to assist with the administration cost of the program.

PREPARED BY:	RECOMMENDED BY:
DAVE PURDY MANAGER, HOUSING SERVICES HOUSING, SOCIAL SERVICES AND DEARNESS HOME	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

- C: David Munteer, Solicitor II
Kyle Murray, Senior Financial Business Administrator
Jason Wills, Manager III, Risk Management

APPENDIX A

Bill No.
2017

By-law No.

A by-law to approve the Transfer Payment Agreement for the Social Housing Apartment Improvement Program with the Ministry of Housing Provider; to authorize the Mayor and the City Clerk to execute the agreement; to authorize the Mayor and the City Clerk to execute subsequent Social Housing Apartment Improvement Program Transfer Payment Agreements; and to authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the Program Delivery and Fiscal Plans.

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;

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

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Transfer Payment Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and the Corporation of the City of London, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law.

3. The Mayor and City Clerk are authorized to execute subsequent Social Housing Apartment Improvement Program (SHAIP) Transfer Payment Agreements.
4. The Managing Director, Housing, Social Services and Dearness Home, or his/her designate, are authorized to execute the Program Delivery and Fiscal Plans.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2017

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -

ONTARIO TRANSFER PAYMENT AGREEMENT
for the Social Housing Apartment Improvement Program

THE AGREEMENT, effective as of _____, 20 (the “Effective Date”),

B E T W E E N:

**Her Majesty the Queen in right of Ontario as represented by
The Minister of Housing**

(the “Province”)

- and -

Corporation of the City of London

(the “Service Manager”)

BACKGROUND

The Service Manager intends to participate in the Province's Social Housing Apartment Improvement Program.

The Province wishes to provide Funds to the Service Manager for the Program.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Service Manager (the “Parties”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “Agreement”), including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description and Timelines
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reporting,
- Schedule “G” - Program Delivery and Fiscal Plan (PDFP)

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Service Manager:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Housing	
Name:	Janet Hope
Title:	Assistant Deputy Minister, Housing
Date:	
Signature:	

Corporation of the City of London	
Name:	Matt Brown
Title:	Mayor
Date:	
Signature:	
Authorizing Signing Officer	

Corporation of the City of London	
Name:	Cathy Saunders
Title:	City Clerk
Date:	
Signature:	
Authorizing Signing Officer	

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"Administration Costs" means the Service Manager's costs of performing tasks under this Agreement but only up to 5% of the total Confirmed Allocation for each Funding Year.

"Affordable" means rented at the low end of market rent as determined by the Service Manager.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Conditional Allocation" means the total funding allocation for each of the four Funding Years starting from 2017-18 as communicated to the Service Manager by Minister's letter that could be available pending carbon market proceeds and Provincial approvals.

"Confirmed Allocation" means the confirmed funding allocation for each of the four Funding Years starting from 2017-18 as communicated to the Service Manager by Minister's letter available from the carbon market proceeds and Provincial approvals.

"Eligible Housing Project" means a social housing project that,

- (a) is subject to a transferred housing program under the Housing Services Act, 2011;
- (b) For Funding Year 1 (2017-18) - is an apartment building with 150 units or more or an approved building with a specific business case identifying activities that fulfill

the objectives of the program and demonstrating comparable Green House Gas reductions.

For Funding Year 2 (2018-19) to Funding Year 4 (2020-21) - is an apartment building with 100 units or more or an approved building with a specific business case identifying activities that fulfill the objectives of the program and demonstrating comparable Greenhouse Gas reductions.

- (c) must remain Affordable for the Ten Year Affordability Period, including a minimum of (5) years as social housing under the Housing Services Act, 2011, regardless of the end dates of any operating agreements and/or mortgage maturation;
- (d) is selected by the Service Manager through a competitive process to participate in the Program; and
- (e) meets such other criteria as the Service Manager may require

"Eligible Housing Provider" means,

a housing provider that,

- (a) owns and operates an Eligible Housing Project;
- (b) is a local housing corporation, a non-profit corporation or a non-profit housing co-operative corporation;
- (c) is selected by the Service Manager through a competitive process to participate in the Program; and
- (d) meets such other criteria as the Service Manager may require.

"Eligible Work" means renovations or retrofits that will provide reductions in greenhouse gas emissions, and includes only the following:

- (a) replacing building heating and/or cooling systems and associated sub-components of these systems including mechanical insulation;
- (b) upgrading exterior or interior insulation;
- (c) upgrading windows and/or exterior doors;
- (d) converting to LED lighting and/or adding lighting controls or sensors;
- (e) re-cladding or upgrading building envelopes with solar walls
- (f) Retrofits that utilize latest low-carbon and carbon-free energy technologies/systems;
and
- (g) performing required building energy audits

"Event of Default" has the meaning ascribed to it in section 15.1.

“Expiration Date” means the date on which this Agreement will expire and is the date set out in Schedule “B”.

“Funding Year” means:

- (a) in case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Service Manager pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Service Manager under the Agreement as set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Service Manager is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Service Manager.

“PIF” means a Project Information Form in the form and format required by the Minister;

“Program” means the Social Housing Apartment Improvement Program described in Schedule “C”.

“Program Delivery and Fiscal Plan (“PDFP”) means the PDFP attached as Schedule “G”.

“Reports” means the reports described in Schedule “F”.

“Ten Year Affordability Period” means, for each participating Eligible Housing Project, the ten (10) year period following completion of its approved Eligible Work.

“Timelines” means the timelines set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Service Manager represents, warrants and covenants that:

- (a) it has full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to administer and deliver the Program;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or

both; and

- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Service Manager represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions (including the adoption of an authorizing by-law) to authorize the execution of the Agreement.

2.3 **Governance.** The Service Manager represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to ensure the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Service Manager will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROGRAM

4.1 The Province will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Service Manager in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Service Manager.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the Province may adjust the amount of Funds it provides to the Service Manager in any Funding Year based upon the Province's assessment of the information provided by the Service Manager pursuant to section 7.1;
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
 - (ii) terminate the Agreement pursuant to section 14.1.
- (e) the Province is not obligated to provide any Funds to the Service Manager in excess of the cost of completed Eligible Work that was approved by the Service Manager plus Administration Costs; and
- (f) if the Province does not receive the necessary proceeds from the carbon market auction the Province is not obligated to provide any Funding, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the program, or
 - (ii) terminate the Agreement pursuant to section 13.

4.2.1. Refund. Despite any provision to the contrary in this Agreement, the Service Manager shall promptly return to the Ministry,

- (a) any Funds not paid within 2 years from the start of Eligible Work for each project, to an Eligible Housing Provider for the purposes of the Program or used by such date to off-set Administration Costs;
- (b) any Funds provided to an Eligible Housing Provider but not paid to a vendor within 2 years from the start of Eligible Work for each project;
- (c) any interest earned on the Funds referred to in clauses (a) and (b); and
- (d) any Funds provided to an Eligible Housing Provider for an Eligible Housing Project that does not remain Affordable for the Ten Year Affordability Period, including a minimum of (5) years as social housing under the Housing Services Act, 2011, prorated to reflect the portion of the ten year period for which it is not Affordable.

4.2.2 **Adjustments.** Despite any provision of this Agreement but subject to section 4.8, the Province may, in order to more accurately reflect the aggregate amount spent on completed Eligible Work and Administration Costs under the Program and/or avoid a need for a refund under sections 4.2.1(a), (b) or (c), adjust the amount of the Funds to be provided to the Service Manager and any instalment reflected in the Payment Plan, based upon the Reports submitted by the Service Manager pursuant to section 7.1.

4.3 **Use of Funds and Program.** The Service Manager will:

- (a) carry out the Program in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget;
- (d) ensure that any Funds distributed to third parties by the Service Manager are covered by an agreement that includes:
 - i. reporting back to the Service Manager on how the distributed Funds and interest earned are used;
 - ii. the ability to demand the return of those Funds and an amount equal to the interest earned if not spent in accordance with the agreement between the Service Manager and the third party;
- (e) ensure the Funds are deposited by the third party into a separate account at a Canadian financial institution that is in the name of the third party; and
- (f) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 **Province's Role.** For greater clarity, the Province is not responsible for carrying out the Program.

4.5 **No Changes.** The Service Manager will not make any changes to the Program, the Timelines, or the Budget without the prior written consent of the Province.

4.6 **Interest Bearing Account.** If the Province provides Funds to the Service Manager before the

Service Manager's immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.

4.7 **Interest.** If the Service Manager earns any interest on the Funds, the Service Manager shall use the interest earned for the purposes of the Program only. The interest earned shall be accounted for in all Financial Progress Reports and the Final Report that the Service Manager provides to the Province. If the Province is not satisfied that the interest earned is being used for the Program, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Service Manager the repayment of an amount equal to the interest.

4.8 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds and any interest earned on the Funds.

4.9 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from the Province for the Program and is not providing goods or services to the Province.

4.11 **Program Over Budget.** The Service Manager acknowledges that should the Program expenses exceed the amount of the Funds, the Province is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Program. "

5.0 SERVICE MANAGER'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** If the Service Manager acquires goods, services, or both with the Funds or the interest earned, it will do so through a process that promotes the best value for money.

5.2 **Disposal.** The Service Manager will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Service Manager will carry out the Program and use the Funds and interest earned without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Service Manager; or

- (b) any person who has the capacity to influence the Service Manager's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

6.3 Disclosure to Province. The Service Manager will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Service Manager will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

7.2 Record Maintenance. The Service Manager will keep and maintain during the term of the Agreement:

- (a) all financial records (including invoices) relating to the Funds and interest earned or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds and interest earned or otherwise to the Program.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and interest earned and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;

- (b) remove any copies made pursuant to section 7.3(a) from the Service Manager's premises; and
- (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds, the interest earned, the Program, or all three.
- (d) The Province may conduct an annual audit in respect of the information addressed in this section 7.3.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Service Manager will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Service Manager's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Service Manager will acknowledge the support of the Province in a form and manner as directed by the Province.

8.2 **Publication.** The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of the Province.

8.3 **Open Data.** The Service Manager agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name, Service Manager contact information, Service Manager address or general location, amount of Maximum Funds and/or Funds, Program description, Program objectives/goals, Program location, Program results reported by the Service Manager and Budget. However, the Province and the Service Manager agree that such permission does not apply to the following: personal information of tenants of the end-recipients of Funds, unless the Service Manager and the Province otherwise agree.

8.4 **Announcements.** The Service Manager shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of Municipal Affairs and Housing at one or more Program events, until permitted by the Province."

9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions

and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Service Manager acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

11.1 **Indemnification.** The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties 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, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

11.2 **Service Manager's Participation.** The Service Manager will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Service Manager of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

11.4 **Settlement Authority.** The Service Manager will not enter into a settlement of any proceeding against any Indemnified Parties unless the Service Manager has obtained the prior written approval of Province. If the Service Manager is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Service Manager to the fullest extent possible in the proceeding and any related settlement negotiations.

11.5 **Service Manager's Co-operation.** If the Province conducts the defence of any proceedings, the Service Manager will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

12.0 INSURANCE

12.1 **Service Manager's Insurance.** The Service Manager represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of

performance of the Service Manager's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

12.2 Proof of Insurance. The Service Manager will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Service Manager will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Service Manager.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager, including an amount equal to the interest earned, up to the amount of the Maximum Funds; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
 - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 13.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Service Manager to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and

- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 14.2(b).

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, the Province will not provide additional Funds to the Service Manager.

15.0 **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

15.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Program;
 - (ii) comply with any of the terms of Schedule "C";
 - (iii) use or spend Funds or interest earned; or
 - (iv) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b).

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds, or an amount equal to the interest earned, up to the amount of the Maximum Funds, remaining in the possession or under the control of the Service Manager;
- (g) demand the repayment of an amount equal to any Funds or interest earned, up to the amount of the Maximum Funds, the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds , or interest earned, up to the amount of the Maximum Funds, the Province provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs

to the Province upon giving Notice to the Service Manager.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Service Manager with an opportunity to remedy the Event of Default, the Province will provide Notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

15.4 **Service Manager not Remediating.** If the Province has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF EACH FUNDING YEAR

16.1 **Funds at the End of each Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Service Manager has not spent all the funds within two years from the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds and an amount equal to the interest earned, up to the amount of the Maximum Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Service Manager will, upon expiry of the Agreement, return to the Province any Funds, and an amount equal to the interest earned, up to the amount of the Maximum Funds remaining in its possession or under its control.

18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds or interest earned, up to the amount of the Maximum Funds, to the Province.

18.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds and interest earned, up to the amount of the Maximum Funds, from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds and interest earned, up to the amount of the Maximum Funds, to the Province, whether or not their return or repayment has been demanded by the Province, such Funds and an amount equal to the interest earned, up to the amount of the Maximum Funds, or other amount will be deemed to be a debt due and owing to the Province by the Service Manager, and the Service Manager will pay or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 Interest Rate. The Province may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 Payment of Money to Province. The Service Manager will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.

18.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

19.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Service Manager respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

19.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 Postal Disruption. Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

19.4 **Notice by Telephone.** For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule "B".

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY SERVICE MANAGER

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

23.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 **No Assignment.** The Service Manager will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over

such proceedings.

26.0 FURTHER ASSURANCES

26.1 **Agreement into Effect.** The Service Manager will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 RIGHTS AND REMEDIES CUMULATIVE

27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 **Other Agreements.** If the Service Manager:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

29.0 SURVIVAL

29.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 7.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0 and Article 29.0.

30.0 ACCESSIBILITY

30.1 **Meetings and Events.** In using the Funds for meetings, or similar events, the Service Manager will consider the accessibility needs of attendees with disabilities, both in terms of physical access to

the event/meeting space, as well as access to the event/meeting contents and proceedings. The Service Manager will use best efforts to accommodate these needs.

- 30.2 **Meetings and Events Examples.** For assistance with the Service Manager's obligations under section 32.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection. Materials to assist in these considerations may be found on the website of the Ministry of Economic Development, Employment & Infrastructure
- 30.3 **Venues.** In using the Funds for venues, the Service Manager will consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Service Manager will use best efforts to accommodate these needs.
- 30.4 **Venue Examples.** For assistance with the Service Manager's obligations under section 30.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms. Materials to assist in these considerations may be found on the website of the Ministry of Economic Development, Employment & Infrastructure.

33.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

- 33.1 **Permissions.** The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.
- 33.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Conditional Allocation Committed	
Maximum Confirmed Allocation Committed	
Expiration Date	The earlier of March 31, 2034 and the date that is 60 days after the date on which the Province receives the last Annual Program Compliance Attestation Report
Amount for the purposes of section 5.2 of Schedule "A"	
Insurance	
Contact information for the purposes of Notice to the Province	<p>Name: Jim Adams, Director, Housing Programs Branch</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, Ontario, M5E 2E5</p> <p>Attention: Jim Adams, Director, Housing Programs Branch</p> <p>Fax: (416) 585-6588</p> <p>Email: jim.e.adams@ontario.ca</p>
Contact information for the purposes of Notice to the Service Manager	<p>Name: Corporation City of London</p> <p>Address: 355 Wellington Street 2nd Floor, London, ON N6A 3N7</p> <p>Attention: Sandra Datars Bere</p> <p>Fax:</p> <p>Email: sdatarsb@london.ca</p> <p>Telephone: (519) 661-2489 (ext. 5337)</p>
Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from the Province related to the Agreement	<p>Name: Dave Purdy</p> <p>Position: Division Manager, Housing</p> <p>Fax: (519) 661-4466</p> <p>Email: dpurdy@london.ca</p> <p>Telephone: (519) 661-2489 (ext. 5596)</p>

SCHEDULE "C"
PROGRAM DESCRIPTION AND TIMELINES

C.1 BACKGROUND

On June 8, 2016, Ontario released its Climate Change Action Plan (CCAP), which identifies policies and programs to ensure reduced near-and long-term emissions. Ontario is targeting a reduction in Green House Gas (GHG) of 15 per cent by 2020, 37 per cent by 2030 and 80 per cent by 2050 (based on 1990 emissions)

Ontario's carbon market is a fundamental component of the province's Climate Change Strategy. The carbon market proceeds will help Ontario meet its greenhouse gas emission reduction targets, reward innovative companies and ensure that households and businesses thrive as the province transitions to a low-carbon economy.

Studies have shown that targeted investments to upgrade building mechanical systems and insulation in these older post-war high-rise apartment buildings can lead to significant GHG reductions.

Barriers to energy efficiency and greenhouse gas emission reductions are particularly significant for owners of older high-rise apartment buildings. The majority of Ontario's high-rise apartment buildings were developed in the 1960s and 1970s – a period when greenhouse gas emissions were not a concern and little attention was paid to energy-efficient design. High-rise apartment buildings constructed in this era account for about 23% of residential greenhouse gas emissions in Toronto and use up to 25% more energy per square metre than houses.

Many of these buildings are now at a period of their life-cycles where major building systems must be replaced. Investing in energy efficiency upgrades in high-rise apartment buildings will help reduce greenhouse gas emissions, improve the quality and sustainability of housing stock in Ontario and the quality-of-life of tenant households.

For the purposes of this Program, greenhouse gas is defined as the following types of greenhouse gas and such other contaminants as may be prescribed as greenhouse gas by any regulations:

1. Carbon dioxide.
2. Methane.
3. Nitrous oxide.
4. Hydrofluorocarbons.
5. Perfluorocarbons.
6. Sulphur hexafluoride.
7. Nitrogen trifluoride.

Social Housing Apartment Improvement Program (SHAIP) will continue the success of Ontario's recent SHARP under the Green Investment Fund initiative.

Key outcomes expected from the program include:

- Reduced GHG emissions through targeted retrofit activities in social housing apartment buildings across the Province;
- Living accommodations for Ontario's low-income and vulnerable tenants are more comfortable;
- Reduced operating costs for social housing providers through savings derived from the retrofit activities, thereby strengthening the viability of the current social housing stock;
- Supporting the GHG retrofit activity sector and creating local jobs in communities across Ontario –

including small, northern and rural communities - where retrofits are being installed.

The Ministry of Housing (MHO) is authorized to receive up to \$200M in the fiscal year of 2017-18 from the Greenhouse Gas Reduction Account (GGRA) for SHAIP. Pending carbon market proceeds, MHO will receive the \$200M in four installments. Of this, an amount of \$85M has been approved for MHO to support retrofits in social housing high-rise apartment buildings targeted specifically at reducing GHG emissions through low-carbon and carbon-free energy technologies/systems. As and when the each of the remaining instalment of funds get approved, the Transfer Payment Agreement will be amended through a letter from the Minister or a delegated authority to reflect the total confirmed allocation of the respective Service Manager.

C.2 PROGRAM OBJECTIVE

The Program objective will be to fund certain eligible retrofits including those that that utilize latest low-carbon and carbon-free energy technologies/systems in social housing apartment buildings to reduce greenhouse gas emissions.

C.3 FUNDING ALLOCATION

The province will provide the Service Manager with Conditional Allocations pending future carbon market auctions prior to the signing of the TPA. This will allow SMs to follow their procedures and obtain Council/Board approval based on the Conditional Allocation and enter into contracts with housing providers to complete the necessary retrofits.

In addition, the Ministry will communicate to the Service Managers the Confirmed Allocations available following each carbon market auction (each "wave"). This may be equal to, greater or less than the Conditional Allocation. The SM will submit 3 signed copies of their Transfer Payment Agreement by March 15, 2018 and a Program Delivery and Fiscal Plan (PDFP) by March 15, 2018. The Program Delivery and Fiscal Plan will briefly describe the repair activities the SM plans to undertake, the number of buildings and units that will receive the funding, a quarterly projected investments and percentage of administration funding (up to 5%). The SM is required to submit quarterly updates to the PDFP for reporting the actual expenditures made.

C.4 SCOPE OF PROGRAM

The Program will cover the costs of Eligible Work in Eligible Housing Projects with the goal of reducing each Eligible Housing Project's greenhouse gas emissions. The reductions of greenhouse gas emissions are part of Ontario's climate change efforts, and are part of the overall effort at meeting the provincial emission targets, as set out in its Climate Change Action Plan (CCAP).

1. General Service Manager Program Obligations. The Service Manager shall,

- (a) administer and deliver the Program;
- (b) approve Eligible Work for Eligible Housing Projects (taking into account the below priorities) in accordance with policies it has adopted respecting the procurement of goods and services;

- (c) in approving Eligible Work for Eligible Housing Projects, prioritize the following in order to maximize greenhouse gas reductions, where possible:
 - (i) retrofits/replacements of building heating and cooling equipment (e.g. boilers and chillers, including mechanical system insulation);
 - (ii) upgrading exterior or interior insulation; upgrading windows and/or exterior doors;
 - (iii) converting to LED lighting and/or adding lighting controls or sensors; re-cladding or upgrading building envelopes with solar walls;
 - (iv) retrofits that utilize latest low-carbon and carbon-free energy technologies/systems;
 - (v) applications that combine several retrofits to achieve cumulative greenhouse gas emission reduction outcomes (e.g. proposed upgraded windows or insulation to increase the efficiency of a recently installed high-efficiency boiler);
- (d) allocate Funds to each Eligible Housing Provider based on the full cost of the Eligible Work it approves for each Eligible Housing Project operated by that Eligible Housing Provider;
- (e) be solely responsible for ensuring that the Funds are sufficient to cover the cost of all Eligible Work that it approves. The Service Manager releases the Province from any claims it may have now or in the future relating to the Eligible Work that it approves and/or funds;
- (f) use the Funds only to offset the full costs of Eligible Work on Eligible Housing Projects that has been approved by the Service Manager, and to offset Administration Costs;
- (g) ensure that all Funds provided to Eligible Housing Providers supplement, and do not replace, funding for current or existing capital repair and maintenance obligations or planned investments by the Service Manager and/or the Eligible Housing Providers;
- (h) prior to providing any Funds to an Eligible Housing Provider, enter into an agreement with the Eligible Housing Provider that will at a minimum,
 - (i) require that the Funds and interest on the Funds be spent only on the Eligible Work approved by the Service Manager;
 - (ii) require the return of any Funds and interest on the Funds not paid by March 31, 2020 for such Eligible Work;
 - (iii) require the return of Funds if the Eligible Housing Projects do not remain Affordable for the Ten Year Affordability Period, including a minimum of (5) years as social housing under the Housing Services Act, 2011;
 - (iv) flow Funds to the Eligible Housing Provider at appropriate stages of work completion; and
 - (v) impose reporting and other obligations on the Eligible Housing Provider sufficient to allow the Service Manager to comply with its obligations under this Agreement;
- (i) monitor the construction activities associated with all approved Eligible Work;

- (j) immediately inform the Province of:
 - (i) any failure by an Eligible Housing Provider to use the Funds or interest in accordance with the Program;
 - (ii) any misuse of Funds; and
 - (iii) any failure to carry out approved Eligible Work;
- (k) ensure that all approved Eligible Work is completed by March 31, 2020;
- (l) Arrange for required building energy audits;
- (m) ensure that participating Eligible Housing Providers:
 - (i) minimize disruption to tenants while approved Eligible Work is undertaken;
 - (ii) ensure the vendors who carry out the approved Eligible Work are selected in accordance with procurement policies that promote the best value for money; and
 - (iii) ensure that participating Eligible Housing Projects remains Affordable for at least the Ten Year Affordability Period, including a minimum of five (5) years as social housing under the Housing Services Act, 2011, regardless of the end dates of any operating agreements or mortgage maturation; and
- (n) carry out the Program in accordance with all applicable laws.

2. Subsidies and Incentives.

- (1) The Service Manager shall encourage Eligible Housing Providers to take advantage of other subsidies or incentives for retrofit work available through other sources.
- (2) Funds may be used to supplement external subsidy or incentive funds offered through utility companies, local distribution companies, or other groups.
- (3) Funds may not be used to pay for portions of the Eligible Work that are covered by any subsidies, incentives or other funding received for the Eligible Work.
- (4) If any subsidies, incentives or other funding are used for funded Eligible Work, the equivalent amount of the subsidy, incentive or other funding must either be promptly returned to the Service Manager by the Eligible Housing Provider and subsequently refunded to the Province, or be used to carry out other Eligible Work with the goal of reducing greenhouse gas emissions in accordance with the Program objectives.
- (5) If the Service Manager has not complied with subsection (4), the Province may:
 - (a) deduct an amount equal to the subsidy, incentive or other funding from any further

instalments of Funds; or

- (b) demand from the Service Manager the repayment of an amount equal to the subsidy, incentive or other funding.

3. Project Completion

The Eligible Work is to be completed no later than March 31, 2020 for Funding Year 1 (2017-18), March 31, 2021 for Funding Year 2 (2018-19), March 31, 2022 for Funding Year 3 (2019-20) and March 31, 2023 for Funding Year 4 (2020-21).

4. Building Energy Audit.

- (1) The Service Manager shall require that each participating Eligible Housing Provider conduct a building energy audit on each participating Eligible Housing Project prior to any Eligible Work being done.
- (2) An Eligible Housing Provider may use an existing energy audit for an Eligible Housing Project if the existing energy audit is not older than one (1) year as of the date of the Eligible Housing Provider receiving a funding allocation.
- (3) In the event an Eligible Housing Project does not have an existing energy audit, or the existing energy audit is older than one (1) year following the funding allocation date, a new energy audit must be commissioned for the Eligible Housing Project.
- (4) Each building energy audit must show energy use in cubic metres of gas and kilowatt hours of electricity for the relevant Eligible Housing Project for the three (3) previous years of operation, where possible.
- (5) The Service Manager must receive a copy of the energy audit prior to the start of any Eligible Work on each Eligible Housing Project.
- (6) The Service Manager must provide a copy of each report to the Province in accordance with the reporting requirements in "Schedule F".

5. Post-Retrofit Energy Use Monitoring and Data Collection.

- (1) The Service Manager shall require that, following completion of the Eligible Work for an Eligible Housing Project, the Eligible Housing Provider undertake energy use monitoring.
- (2) The Service Manager must collect and submit post-retrofit energy and emissions audit reports based on estimated energy savings, following completion of Eligible Work for an Eligible Housing Project.
- (3) The Service Manager must subsequently collect and maintain detailed actual energy related data for each participating Eligible Housing Project including:

- (a) data reflecting the energy use and rated efficiency of the each item of previously installed equipment, or building element that is replaced or retrofitted under the Program, in cubic metres of gas and kilowatt hours of electricity; and
 - (b) data reflecting the energy use and rated efficiency of each item of newly installed equipment, or building element that is installed or retrofitted under the Program, in cubic meters of gas and kilowatt hours of electricity.
- (3) The Service Manager must also collect and maintain ongoing actual energy use data in cubic metres of gas and kilowatt hours of electricity for each Eligible Housing Project, for the three (3) years following the date of completion of the Eligible Work. The data must be broken down according to monthly use and be provided electronically to the Province in accordance with Schedule "F" and upon request.
 - (4) The Service Manager must work with accredited local resources, such as utility corporations, local distribution corporations, or appropriate energy experts, agencies or consultants to ensure the data provided meets any applicable standards.
 - (5) The Province reserves the right to unilaterally amend the Service Manager's energy data obligations as necessary, in order to conform to any future requirements of the Ontario Climate Change Strategy for the purposes of reporting greenhouse gas emission reductions as part of provincial targets.

6. Calculation of Greenhouse Gas Emissions.

- (1) As set out in Schedule "F", the Service Manager must provide the Province with the calculated amount of greenhouse gas emissions projected to be saved annually for each Eligible Housing Project, as well as information detailing the methodology for the calculation of these projected savings.
- (2) The Service Manager must ensure that Eligible Housing Providers work with an energy auditor or consultant to provide an engineering calculation of the total greenhouse gas emissions projected to be saved through the installed retrofits for each Eligible Housing Project.
- (3) The calculation will reflect the projected savings resulting from the Eligible Work completed for each Eligible Housing Project.
- (4) The calculation will be done once the Eligible Work has been completed for each Eligible Housing Project.

7. French Language Services.

- (1) The Service Manager agrees that where the Service Manager is providing a public service in connection with the Program and has an office located in or servicing an area designated in the Schedule to the French Language Services Act, the Service Manager shall:
 - (a) ensure services are provided in French; and

- (b) make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.
- (2) The Service Manager acknowledges that none of the French language services provisions of the Agreement authorize the Service Manager or provide it with the delegated authority to enter into any agreements on behalf of or otherwise bind the Province of Ontario.

SCHEDULE "D"
BUDGET

Funds shall be used only to:

- (a) off-set the full cost of approved and completed Eligible Work on Eligible Housing Projects for Eligible Housing Providers;
- (b) off-set the cost of required building energy audits; and
- (c) off-set the Administration Costs up to 5%.

For the purposes of the Budget, all references to Funds include the interest earned on the Funds.

Ineligible costs – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds:

- (i) any travel, food or hospitality costs;
- (ii) any costs related to developing a business case, funding proposal or other activity with a similar aim;
- (iii) any costs related to activities undertaken with the actual or perceived intention of lobbying;
- (iv) any costs not directly related to the Program;
- (v) any costs incurred prior to the Effective Date, unless explicitly stated otherwise in this Agreement;
- (vi) costs deemed ineligible in accordance with section 4.9 of Schedule "A";
- (vii) any portion of the costs of Eligible Work that are covered by incentives, subsidies or other funding received for Eligible Work from external parties; and
- (viii) any costs which are an inappropriate use of public funds in the sole opinion of the Province.

SCHEDULE "E"

PAYMENT PLAN

First Payment	<p>Funding Year 1 (2017-18): 20% of current confirmed allocation based on carbon market proceeds upon signing of the Transfer Payment Agreement and submission of Program Delivery and Fiscal Plan for Funding Year 1 (2017-18).</p> <p>Funding Year 2 (2018-19) to Funding Year 4 (2020-21): 20% of current confirmed allocation based on carbon market proceeds upon submission of Program Delivery and Fiscal Plan for each of the respective Funding Years.</p>
Subsequent Quarterly Payments	<p>Quarterly payments equal to actual expenditures reported on Quarterly Disbursement Report but up to 70% (less any Administration Fees paid to SM) of the total confirmed allocation for each funding year.</p>
Final Payment	<p>A minimum of 10% holdback of the total confirmed allocation to be released after receiving repair completion reports and Post-Retrofit Energy and Emissions Savings Report for all projects corresponding to the respective funding year.</p>

SCHEDULE "F"
REPORTING

Name of Report	Due Date
1. Business Cases	Funding Year 1 (2017-18): December 15, 2017 Funding Year 2 (2018-19): April 30, 2018
2. Project Delivery and Fiscal Plan (PDFP)	Funding Year 1 (2017-18): One time report due with signed TPA no later than March 16, 2018. Funding Year 2 (2018-19) to Funding Year 4 (2020-21): No later than June 30 of each funding year.
3. Project Information Form	Submitted in GOS.
4. Pre-Retrofit Energy Audit	To be submitted along with the PIF.
5. Quarterly Disbursement Report	Quarterly by June 30, September 30, December 31, and March 31 in each year.
6. Repair Completion Form	For each Eligible Housing Project, upon completion of all approved Eligible Work The Eligible Work is to be completed no later than the following: Funding Year 1 (2017-18): March 31, 2020 Funding Year 2 (2018-19): March 31, 2021 Funding Year 3 (2019-20): March 31, 2022 Funding Year 4 (2020-21): March 31, 2023

7. Post-Retrofit Energy and Emissions Savings Report	For each Eligible Housing Project, upon completion of all approved Eligible Work in the Eligible Project, based on estimated energy savings. This is to be submitted along with the Repair Completion Form.
8. Annual Program Compliance Attestation Report	By March 31 in each year until the expiry of the Ten Year Affordability Period for each participating Eligible Housing Project.
9. French Language Services Report	By March 31 of each year funding is received, up to March 31, 2023.
10. Critical Three Year Energy Usage Data Report	Energy usage data for each funded project must be collected for three calendar years following the completion of the Eligible Work. Service Managers will provide data related to the ongoing energy usage of the building where the work was carried out, and submit it annually on the repair completion anniversary to the province using GOS.
11. Reports as specified from time to time	On a date or dates specified by the Province.

Report Due Date

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

Submission of Reports

Unless the Province directs otherwise, all Reports are to be submitted through the Grants Ontario System.

Reporting Templates

The reporting templates attached to this Schedule "F" are samples only. Unless the Province directs otherwise, the Service Manager must comply with the reporting formats and reporting requirements included in the Grants Ontario System. Those formats and requirements may vary from the attached reporting templates.

Report Details

1. **Business Cases** will describe how the Conditional Allocation will be spent on 150 or more units and in case little opportunity exists, on social housing apartment buildings with less than 150 units, under Funding Year 1 (2017-18), and how the Conditional Allocation will be spent on 100 or more units and in case little opportunity exists, on social housing apartment buildings with less than 100 units, under Funding Year 2 (2018-19) funding.
2. **The Program Development and Fiscal Plan will set out:**
 - (i) Planned repairs, number of buildings and units that will be repaired;
 - (ii) Projected cash flow based on the Conditional Allocation for the 2 year program duration; and
 - (iii) Administration fees, if any that the SM wishes to use up to 5% of the Confirmed Allocation for each Funding Year.
3. **The Project Information Form (made available by the Province), for each participating Eligible Housing Project will set out**, among other things, a description of the Eligible Work approved by the Service Manager and cost estimates for the Eligible Work, and estimated repair start and completion dates.
4. **The Pre-Retrofit Energy Audit Report must:**
 - (i) indicate energy use in cubic metres of gas and kilowatt hours of electricity for the three (3) previous years of operation where possible from the date of the Eligible Housing Provider receiving a funding allocation;
 - (ii) confirm that a building energy audit has been completed, received and deemed satisfactory by the Service Manager;
 - (iii) confirm that the building energy audit received by the Service Manager conforms to the requirements set out in the Agreement;
 - (iv) confirm that no Eligible Work commenced on the Eligible Housing Project prior to the Service Manager receiving the building energy audit for the Eligible Housing Project;
5. **Quarterly Disbursement Report:**
 - (i) This report will include a summary and project level details of quarterly disbursement made by the SM to proponents for each project. This will be due every quarter as listed in the above table.
6. **The Repair Completion Form for each participating Eligible Housing Project shall be:**
 - (i) completed in the Form made available by the Province and set out details of all the Eligible Work completed and a breakdown of the actual cost to complete it, including the cost of the required building energy audit;
 - (ii) set out an accounting of any other funding received by the Service Manager; the identification of the funding source, including energy-related incentives and subsidies from utility

companies (e.g. saveONenergy's Home Assistance and Union Gas' Furnace End-of Life programs) and other partners (e.g. Toronto Atmospheric Fund); and, the amount and the specific aspect of the Program that the additional funding is supporting as well as a statement confirming whether there is any overlap of funding from the Province and other funding sources as identified above.

- (iii) set out an accounting of any subsidies or incentives received directly by the participating Eligible Housing Provider as well as a statement confirming whether there is any overlap of funding from the Province with funding from such subsidies or incentives;
- (iv) confirm that all Eligible Work for the Eligible Housing Project has been completed in accordance with the Agreement and that the Service Manager is in compliance with the terms and conditions of the Agreement except as disclosed in the report, signed by an authorized signing officer of the Service Manager.

7. The Post-Retrofit Energy and Emissions Savings Report for each Eligible Housing Project shall be in a form provided by the province and will:

- (i) provide the calculated total energy in cubic meters of gas and kilowatt hours of electricity projected to be saved annually based on the Eligible Work carried out in the Eligible Housing Project;
- (ii) provide the calculated total of greenhouse gas emission reductions projected to be saved annually based on the Eligible Work installed in the Eligible Housing Project;
- (iii) confirm that the above calculations were done in accordance with this Agreement, as detailed in section 6 of "Schedule C"; and
- (iv) provide a description of the approach and methodology that was used by the qualified auditor or consultant to calculate projected energy and greenhouse gas emissions savings.

8. The Annual Program Compliance Attestation Report shall be in a form similar to Appendix A and will set out whether each Eligible Housing Project that received Funds under the Program is still, in accordance with this Agreement, Affordable and/or operating as social housing under the Housing Services Act, 2011. The Service Manager must also indicate, where applicable, if an Eligible Housing Project is no longer Affordable and/or operating as social housing under with the Housing Service Act, 2011.

9. The French Language Services Report shall be in a form similar to Appendix B and will set out whether the Service Manager has complied with the French Language Services (FLS) requirements of the Agreement.

10. The Critical Three Year Energy Usage Data Report shall include all actual energy use data in cubic metres of gas and kilowatt hours of electricity for each Eligible Housing Project that received Funds under the Program, collected in accordance with the Agreement to the date of the Report.

11. Other Reports:

Without limiting its right to receive other reports in accordance with the Agreement, the Province reserves the right to request, among other things, energy usage data from Eligible Housing Projects outside of the regular reporting requirement dates in this "Schedule F". The Province will specify the timing and content of any other reports as may be necessary.

APPENDIX A

ANNUAL PROGRAM COMPLIANCE ATTESTATION REPORT

Service Manager:

Service Manager

Address:

Service Manager

Contact:

Name:

Telephone:

Email:

This report confirms that the **[Insert Service Manager Name]** (the "Service Manager") is administering and delivering the Social Housing Apartment Improvement Program (the "Program") in accordance with an Agreement dated **[date]** with the Province of Ontario (the "Agreement").

The Service Manager confirms that:

- (a) all Eligible Housing Projects that received Program funding are listed in column one of the second page of this form;
- (b) the dates at which the Eligible Work was completed for each project are set out in column 4; and
- (c) subject to the exceptions listed below, each Eligible Housing Project continues to be Affordable and/or operate as social housing under the Housing Services Act, 2011 (HSA).

Exceptions:

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

APPENDIX B

FRENCH LANGUAGE SERVICES REPORT

Service Manager:

Service Manager

Address:

Service Manager

Contact:

Name:

Telephone:

Email:

This report confirms that the **[Insert Service Manager Name]** (the "Service Manager") is providing services under the Social Housing Apartment Improvement Program (the "Program") and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* ("FLSA").

The Service Manager confirms that it is:

- a) providing Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Programs are available in French.

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

SCHEDULE A

(to the French Language Services Report)

As a Service Manager providing services under the Social Housing Apartment Improvement Program (SHAIP) and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the *French Language Services Act*, please complete the section below. A list of designated areas can be found in Schedule B.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under SHARP in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other _____ (please specify)

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

SCHEDULE B

(to the French Language Services Report)

List of Designated Areas under the French Language Services Act

Please ensure to review the Schedule to the French Language Services Act for any updates to designated areas.

Service Manager	Designated Area(s)
City of Toronto	All
Central Region	
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene, Townships of Tiny and Essa
Regional Municipality of York	Town of Markham
Eastern Region	
City of Cornwall	County of Glengarry, Township of Winchester, County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke, Townships of Stafford and Westmeath
Western Region	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester
Northeast Region	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
Northwest Region	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon, Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

SCHEDULE "G"
PROGRAM DELIVERY AND FISCAL PLAN



Program Delivery and Fiscal Plan (PDFP)

Instructions for completing the Program Delivery and Fiscal Plan (PDFP):

The PDFP is comprised of three sections:

- 1) Proposed Plan
- 2) Planned Financial Commitments
- 3) Projected Take-Up

. Please fill out the **highlighted cells** in each section completely, where applicable

. The PDFP outlines each Service Manager's (SM) and projected take-up for their SHAIP annual notional allocations for Years 1 to 4 (**only year 1 needs to be filled in at this point**)

. PDFPs must be ministry approved.

. **Year 1 PDFP is due no later than March 16, 2018.**

. PDFPs are required to be submitted for each fiscal year. SMs will be required to fill in the subsequent year tabs.

Service Manager /DSSAB		
SM / DSSAB Contact Name		
Date of Council Approval		
Date Submitted to MMAH		

1. Proposed Plan

Briefly describe how you intend to use your SHAIIP allocation to save energy and reduce green house gas emissions in the buildings located in your community. The proposed plan should cover the following issues:

- 1) What repair and retrofit activities would you be taking up under the program to save energy and reduce green house gas emissions, i.e. replacing windows, upgrading/adding insulation.
- 2) In total, how many eligible buildings and units do you intend to retrofit in your community?
- 3) Have any of these buildings received funding from the province for repair and retrofit activities before? If so, under which program(s)?
- 4) Do you intend to leverage SHAIIP funding to access additional funding from other sources (i.e. Enbridge programs)?

The proposed plan is intended to be a summary of the details outlined in the charts below. The proposed plan may be submitted as a separate Word document.

2. Planned Financial Commitments

Complete the following tables to indicate the portion of your annual allocation you plan to spend in each quarter for the SHAIIP program. "Spend" is defined as the SM making payments to Housing Providers/Local Housing Corporation:

Enter the amount to be used as administration fees for each year. Administration fees cannot exceed 5% of your total four-year funding allocation.

If you received approval to bring forward funds in Year 1, please include the approved funding in the column for Year 1 for each applicable program component.

Please provide your best estimates when completing the highlighted sections.

PLANNED FINANCIAL COMMITMENTS BY YEAR

Program Component	Notional Allocation				TOTAL
	Funding Year 1 2017-18	Funding Year 2 2018-19	Funding Year 3 2019-20	Funding Year 4 2020-21	
Enter your total SM Conditional Allocation for each fiscal year (a)					0
SHAIIP eligible work for eligible/approved buildings					0
SM Administration Fees (up to max 5% of yearly total)					0
Total Confirmed Allocation (based on carbon market proceeds) To be filled by MHO (b)					0
Variance (a-b)	0	0	0	0	0

Funding Year 1 (2017-18): PLANNED FINANCIAL COMMITMENTS BY QUARTER

Enter the full amount of SHAIIP funding in the quarter in which you plan to spend the funds. A quarterly plan is required for each fiscal year.

Please provide your best estimate when completing the highlighted sections.

Funding Year 1 - 2017-18 Quarterly Plan

Program Component	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	TOTAL
Conditional /Confirmed Allocation (a)					
SHAIIP Eligible Works					0
SM Administration Fees					
TOTAL (b)					0
Variance (a-b)					0

Funding Year 1 - 2017 - 18 Quarterly Plan cont.

Program Component	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	TOTAL
Conditional /Confirmed Allocation (a)					
SHAIIP Eligible Works					0
SM Administration Fees					
TOTAL (b)					0
Variance (a-b)					0

APPENDIX B

Bill No.
2017

By-law No.

A By-law to approve the Housing Provider Contribution Agreement for the Social Housing Apartment Improvement Program; and to authorize the Managing Director of Housing, Social Services and Dearness Home to 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;

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

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Housing Provider Contribution Agreement substantially in the form attached as Schedule 2 to this By-law and satisfactory to the City Solicitor, between the City and such Housing Providers who have been selected for funding under the Social Housing Apartment Improvement Program in accordance with the Service Manager Agreement between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and the Corporation of the City of London, is hereby approved.
2. The Managing Director of Housing, Social Services and Dearness Home or his/her designate be delegated the authority to execute the Housing Provider Contribution Agreement approved in paragraph 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2017

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -

SCHEDULE 2

HOUSING PROVIDER CONTRIBUTION AGREEMENT SOCIAL HOUSING APARTMENT IMPROVEMENT PROGRAM

This Agreement made the day of **[insert year]**.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the “**Service Manager**”)

OF THE FIRST PART;

- and -

[INSERT NAME OF HOUSING PROVIDER]

(hereinafter referred to as the “**Housing Provider**”)

OF THE SECOND PART;

RECITALS:

WHEREAS the Province of Ontario has designated the City of London to allocate and administer funding pursuant to the SHAIP (“the **Program**”);

AND WHEREAS the Housing Provider is an Eligible Housing Provider (as defined below);

AND WHEREAS the Housing Provider is the registered owner of the residential accommodation known municipally as (the “**Housing Project**”);

AND WHEREAS the City of London has agreed to provide to the Housing Provider the Funds, up to XXX net of HST rebate (the “**Funds**”) for the purposes of carrying out renovation or retrofit at the Housing Project as more particularly set out in **Schedule “A”** attached hereto (the “**Work**”), in accordance with the terms and conditions specified in this Agreement;

NOW THEREFORE, the Service Manager and the Housing Provider agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- “**Agreement**” means this agreement entered into between the City and the Housing Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- “**Affordable**” means rented at the adjusted market rent as determined solely by the Service Manager from time to time as confirmed in Schedule “B”
- “**Claim**” has meaning ascribed to it in Schedule “B”;
- “**Contract**” has meaning ascribed to it in Section “4 (b)”
- “**Date of Commitment**” means the date of a Contribution Agreement that has been signed by both parties;

- **“Eligible Housing Project”** means a social housing project that;
 - (a) Must be a single high-rise social housing apartment building;
 - (b) Must contain 150 or more units for Year 1 (2017-18) and 100 or more units for Funding Year 2 (2018-19) to Funding Year 4 (2020-21) unless otherwise approved through a business case;
 - (c) Must be elevator-serviced; and
 - (d) Must be social housing as defined under the *Housing Services Act, 2011*.
- **“Eligible Housing Provider”** means a housing provider that;
 - (a) Owns and operates an Eligible Housing Project;
 - (b) Is a local housing corporation, a non-profit corporation or a non-profit housing cooperative corporation; and
 - (c) Meets such other criteria as the Service Manager may require.
- **“Effective Date”** has meaning ascribed to it as set out on Page 1;
- **“Eligible Costs”** has meaning ascribed to it as set out in Schedule “B”
- **“Eligible Soft Costs”** means soft costs that include Work related expenses such as professional services (e.g. Qualified Energy Advisor or Auditor) preparation of tender documents, charges and fees required for municipal approvals (e.g. building permit fees);
- **“Event of Default”** has meaning ascribed to it as set out in Section 18;
- **“Force majeure”** has the meaning prescribed to it in Section 14;
- **“Funds”** has meaning ascribed to it as set out in the recitals;
- **“Holdback”** has meaning ascribed to it as set out in Schedule “B”;
- **“Housing Project”** has meaning ascribed to it as set out in the recitals;
- **“HSA”** means the *Housing Services Act, 2011*, and regulations made under it, as amended from time to time;
- **“HST”** means Harmonized Sales Tax;
- **“Ineligible Costs”** includes, but is not limited to the following (in addition to any other costs identified or described as ineligible in this Agreement):
 - (a) costs for ongoing or routine maintenance and repairs;
 - (b) construction of new social housing Units outside the social housing portfolio;
 - (c) any travel, food or hospitality costs;
 - (d) any costs related to developing a business case, funding proposal or other activity with a similar aim;
 - (e) any costs related to activities undertaken with the actual or perceived intention of lobbying;
 - (f) any costs not directly related to the Program;
 - (g) any portion of the costs of Work that are covered by incentives, subsidies or other funding received for Work from external parties;
 - (h) the portion of expenditures for which a tax credit is received or eligible; and
 - (i) any costs which are an inappropriate use of public funds in the sole opinion of the Service Manager.
- **“Invoice”** has meaning ascribed to it as set out in Schedule “B”;
- **“Parties”** means the Service Manager and the Housing Provider and **“Party”** means either of them, as the context may require;
- **“Project Operating Agreement”** means an agreement between the Housing Provider and either Canada Housing and Mortgage Corporation, the federal

government or any federal or provincial Ministry or affiliated agency obliging the Housing Provider to operate the Housing Project in accordance with a prescribed housing program under either federal or provincial law;

- “**Program**” has meaning ascribed to it as set out in the recitals;
- “**Report**” means any report required under Section 16.1 (e) and Schedule “B” of this Agreement;
- “**Request for Payment**” has meaning ascribed to it as set out in Schedule “B”;
- “**SHAIP**” means the Social Housing Apartment Improvement Program;
- “**Ten Year Affordability Period**” means, for each participating Eligible Housing Project, the ten (10) year period following completion of its approved Eligible Work;
- “**Unit**” means a self-contained residential dwelling and/or unit within a multi-bedroom congregate living arrangement;
- “**Vendor**” has meaning ascribed to it as set out in Schedule “B”;
- “**Work**” has meaning ascribed to it as set out in the recitals.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A – The Work

Schedule B – Funding / Budget Items/ Eligible Expenditures

Schedule C – Bid / Quote Summary Form

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

2. TERM OF THIS AGREEMENT

2.1 This Agreement will commence on the Effective Date notwithstanding the respective Parties signature dates and will remain in full force and effect until the performance in full of all the Housing Provider’s obligations under this Agreement.

3. THE WORK

The Housing Provider shall:

- (a) forthwith proceed to carry out the Work, as set out in Schedule “A”, at the Housing Project in a good and workmanlike manner and with proper material according to the plans and specifications to be submitted to and approved by the Service Manager, and will then proceed continuously and vigorously with the Work. The Service Manager reserves the right to approve all aspects of the Work prior to its initiation and will have no liability for payment of any Work, or a portion thereof, unless so pre-approved in writing.
- (b) pay for all material used or labour employed on or about the Work and protect the land, building and premises located at the Housing Project from construction liens; and it will at all times produce and show to the Service Manager on demand the bills, vouchers and contracts for the materials used and labour employed in and about the Work.
- (c) if the Work includes a redevelopment/regeneration project then at least the previous number of Affordable Units shall be maintained. If the Work includes redevelopment/regeneration then the Parties understand and agree that regeneration options must be considered if it assists in promoting long term financial viability, does not create operating deficits and is consistent with the SHAIP program guidelines.

(d) Work must be completed no later than the following:

Year 1 Approved Work (2017-18): March 31, 2020

Year 2 Approved Work (2018-19): March 31, 2021

Year 3 Approved Work (2019-20): March 31, 2022

Year 4 Approved Work (2020-21): March 31, 2023

4. APPROVAL OF THE SERVICE MANAGER

- (a) The Housing Provider will obtain multiple quotes or bids for the Work in accordance with a competitive process and will follow such tendering procedures and provide such documentation regarding the capital cost/expenses as may be required by the Service Manager. As a condition of eligibility for the Funds, the Housing Provider will provide a "Bid Summary Form" regarding the Work to the Service Manager in the form attached hereto as Schedule "C". The Service Manager will have the right to review and comment on Schedule "C" within a reasonable period of time. No Work will be awarded without the prior written consent of the Service Manager. At the request of the Service Manager, the Housing Provider will also provide copies of all bids or quotes received for the Work.
- (b) The Housing Provider will ensure that all aspects of the Work are included in a written contract (or multiple in the event the Work is undertaken by more than one party), (the "Contract") that will be in writing with copies to be submitted to the Service Manager prior to the release of Funds.

5. PRE-CONDITION REGARDING FUNDING

The Service Manager's obligation to provide funds to the Housing Provider under this Agreement is conditional upon approval of the Work by the Ministry pursuant to the Program.

6. CONFLICT OF INTEREST

- (a) The Housing Provider will use the Funds and any interest earned without an actual, potential or perceived conflict of interest.
- (b) For the purposes of this Section, a conflict of interest includes any circumstances where: (i) the Housing Provider; or (ii) any person who has the capacity to influence the Housing Provider's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Housing Provider's objective, unbiased and impartial judgment relating to the Program, the Work, and/or the use of the Funds.
- (c) The Housing Provider will: (i) disclose to the Service Manager, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and (ii) comply with any terms and conditions that the Service Manager may prescribe as a result of the disclosure.
- (d) For greater certainty, the parties acknowledge and agree that the Housing Provider will be prohibited from utilizing third parties that are directly related to, or affiliated with, employees or board members of the Housing Provider for the purpose of carrying out the Work.

7. FINANCIAL RECORDS

With the exception of financial records related to a social housing mortgage that may apply to the Housing Project, the Housing Provider will prepare and maintain its financial records in accordance with Generally Accepted Accounting Principles (GAAP).

8. AUDITS AND REVIEWS

- (a) Upon twenty-four (24) hours notice to the Housing Provider, the Service Manager, its representatives and/or an independent auditor identified by the Service Manager

will, upon request, be entitled to receive and/or enter onto the Housing Provider's Housing Project or any other location where records are stored to examine copy, remove any copies, and/or conduct an audit or investigation of any relevant documentation in connection with Housing Project and the Work funded under the Program.

- (b) To assist in respect of the Service Manager's rights set out in this Section, the Housing Provider will disclose any information requested by the Service Manager, its authorized representative or an independent auditor identified by the Service Manager, and will do so in the form requested by the Service Manager, its authorized representatives or an independent auditor identified by the Service Manager, as the case may be.
- (c) No provision of this Agreement will be construed so as to give the Service Manager any control whatsoever over the Housing Provider's records.

9. INSPECT WORK

- (a) The Service Manager, during the Work, will have the right to periodically enter onto the Housing Project to inspect the progress of the Work to verify that the Work completed complies with the Contract.

10. CONSTRUCTION LIENS

- (a) The Housing Provider will immediately notify the Service Manager in writing if any construction lien is registered. The Housing Provider and the Service Manager will consult fully with respect to any construction lien. After such consultation, the Housing Provider will follow any written directions from the Service Manager with respect to dealing with the construction lien.

11. THE FUNDS

- (a) The Service Manager will provide the Funds to the Housing Provider to be used solely for the purpose of paying all Eligible Work and Eligible Soft Costs necessary to complete the Work at the Housing Project, upon the terms and conditions specified herein. The Housing Provider acknowledges and understands that the Service Manager will not be obliged to provide Funds for Ineligible Costs.
- (b) The Funds will not be used for any portion of the Work that is covered by any subsidies, incentives or other funding received for the Work through other sources. If any subsidies, incentives or other funding are used for funded Work through other sources, then the Housing Provider will promptly return/refund to the Service Manager the equivalent amount of the subsidy, incentive or other funding.
- (c) The Housing Provider will use the Funds and any interest on the Funds solely for the purpose of the approved and completed Work.
- (d) The Housing Provider agrees that the Funds will be deemed sufficient to complete the Work, including any applicable taxes, and that no further monies will be provided to the Housing Provider by the Service Manager in connection with the Work. The Service Manager's obligation to provide financial assistance to the Housing Provider only extends to those amounts properly documented in a Contract and a subsequent Invoice subject to the maximum amount of the Funds. For greater certainty, if the cost of the Work exceeds the maximum amount of Funds then the Parties understand and agree that any such cost will be the sole responsibility of the Housing Provider and the Service Manager will assume no liability in connection with any such additional cost.
- (e) The Service Manager will pay Funds to the Housing Provider to do the Work as set out in Schedule "B"
- (f) If the Work is already completed or estimated to take up to sixty (60) days to complete, then the Housing Provider will use its best efforts to submit one Request for Payment to the Service Manager. In the event the Work will take longer than sixty (60) days to complete, the Housing Provider may submit interim Requests for Payment at thirty (30) day intervals until the Work is completed.
- (g) The Housing Provider agrees that it will record and account for the receipt of the Funds on its audited financial statements for each fiscal year in which Funds are

spent on the Work, by way of Auditor's note(s) or supplementary schedules(s) reporting the amount of Funds that the Housing Provider spent on the Work in each such fiscal year.

(h) Notwithstanding any other provision herein, if there is an overpayment of Funds advanced by the Service Manager in connection with the Work performed in accordance with this Agreement and the Service Manager demands repayment of an amount equal to such overpayment and any interest earned if not spent, then the Housing Provider will pay the amount to the Service Manager immediately unless the Service Manager directs otherwise.

(i) The Housing Provider will immediately return any Funds and any interest on the Funds that are not committed or paid in as set out in Section 3.

12. INDEMNIFICATION

12.1 The Housing Provider shall indemnify and hold harmless the Service Manager from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Work, or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Service Manager. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this agreement.

12.2 The obligation to indemnify will require the Housing Provider to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

13. INSURANCE AND INDEMNITY

Throughout the term of this Agreement, the Housing Provider shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the Service Manager as an additional insured with respect to the Housing Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Housing Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the Service Manager with a minimum of thirty days' notice in advance of cancellation of such insurance.

The Service Manager reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

14. Force Majeure

14.1 Subject to Section 14.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions, if such events meet the test set out in Section 14.3.

14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - i. take into account at the time of the execution of the Agreement; and
 - ii. avoid or overcome in the carrying out of its obligations under the Agreement.

14.4 The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfil the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

15. REPRESENTATIONS AND WARRANTIES

The Housing Provider represents and warrants to the Service Manager as follows, which representations and warranties will be deemed to be continuing representations and warranties during the entire term of this Agreement:

- (a) The Housing Provider is a corporation legally incorporated, duly organized and validly existing, and in good standing under the laws of the Province of Ontario.
- (b) The execution, delivery and performance of this Agreement is within the corporate powers and capacities of the Housing Provider and have been duly authorized by proper corporate proceedings.
- (c) There are no actions, suits or proceedings pending or to the knowledge of the Housing Provider threatened against or adversely affecting the Housing Provider in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign which might materially affect the financial condition of the Housing Provider or the title to the Housing Project.
- (d) No representation or warranty by the Housing Provider in this Agreement, nor any statement or certificate (including financial statements) furnished or to be furnished to the Service Manager pursuant hereto contains or will contain any untrue statement of any fact or omits or will omit to state a fact necessary to make such representation, warranty, statement or certificate not misleading.
- (e) The Housing Provider is in compliance with all applicable federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and bylaws.
- (f) The Housing Provider: (i) is an Eligible Housing Provider; (ii) is the owner of an Eligible Housing Project; (iii) the Work performed pursuant to this Agreement is Eligible Work; and (iv) the soft costs submitted pursuant to this Agreement are Eligible Soft Costs.

16. AFFIRMATIVE COVENANTS OF THE HOUSING PROVIDER

Except as otherwise specified, the Housing Provider covenants and agrees that it will, in consideration of the receipt of Funds under this Agreement:

16.1 General

- (a) Diligently maintain, use and operate the Housing Project, and carry on its business as an Affordable Housing Project in a proper and efficient manner so as to preserve and protect the affordable nature of the Housing Project and its earnings, incomes, rents, issues and profits. **The Housing Provider further covenants that it will continue to operate the Housing Project as an Affordable Housing Project for ten (10) years from the date of this Agreement including a minimum of five (5) years as social housing under**

the HSA, regardless of the end of any operating agreements, mortgage maturation, and/or the expiry of any entitlement to subsidy. For greater certainty, in the event that the Housing Provider currently operates within the operating framework of a Project Operating Agreement, the Housing Provider will continue to operate the Housing Project in accordance with the terms and conditions of that Project Operating Agreement for ten (10) years from the date of this Agreement notwithstanding the expiry of the Project Operating Agreement or cessation of any subsidy or other financial assistance prior to that date.

- (b) Maintain at all times proper records (including but not limited to invoices) and books of account and make true and correct entries in the records of all dealings and transactions related to the Housing Project and Work funded under the Program for minimum of ten (10) years following completion of all Work.
- (c) Provide the Service Manager with written notice of the occurrence of any material litigation proceeding or dispute affecting the Housing Project and provide to the Service Manager all reasonable information requested by the Service Manager concerning the status of the litigation, proceeding or dispute.
- (d) Advise the Service Manager in writing when the approved Work is completed and the total cost thereof along with final invoice.
- (e) Assist and provide information and documentation to the Service Manager to allow the Service Manager to complete the Service Manager's Provincial reporting requirements for the Program.
- (f) At any time or from time to time, upon the request of the Service Manager and at the sole expense of the Housing Provider, execute and deliver or cause to be executed and delivered such further documents and so such other acts and things as the Service Manager may reasonably request in order to effect fully the purposes of this Agreement and other agreements contemplated hereby.
- (g) Minimize disruption to the tenants of the Housing Project while approved Work is undertaken.
- (h) Submit an application for a HST rebate with the Provider's next tax filing following receipt of the Funds for the Work.

17. EVENT OF DEFAULT

Upon the occurrence of any of the following events of default (individually an "**Event of Default**"):

- (a) Any representation or warranty made by the Housing Provider herein or in any instrument submitted pursuant hereto proves to be false in any material respect or the Housing Provider breaches one or more of the covenants and/or other term set out in this Agreement;
- (b) The Housing Provider becomes insolvent or bankrupt or subject to the provisions of the *Winding-Up Act and Restructuring Act*, R.S.C. 1985, c. W-11, as amended or the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3, as amended, or goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction, or makes a general assignment for the benefit of its creditors or otherwise acknowledges itself insolvent.
- (c) The Housing Provider abandons the Housing Project or ceases or threatens to cease to manage and operate the Housing Project as it is presently managed and operated, or threatens to commit any act of bankruptcy.
- (d) Any execution or any other process of any court becomes enforceable against the Housing Project or if a distress or analogous process is levied on the Housing Project, and the execution, sequestration, extent, distress or process, remains unsatisfied for a period as would permit the Housing Project or a part of it to be sold.
- (e) Steps are taken or proceedings are commenced by any person to dissolve, wind up or terminate the existence of the Housing Provider or to liquidate its assets.

- (f) Any trustee, receiver, receiver and manager or similar person is appointed with respect to the Housing Project.
- (g) The Housing Project is seized under execution or attachment.
- (h) The Service Manager, in good faith believes that the ability of the Housing Provider to pay any of its obligations to the Service Manager or to perform any of the covenants contained in the Agreement is impaired or in jeopardy.
- (i) Failure to provide data/reports as set out in this Agreement in accordance with the timelines and in the format as requested by the Service Manager.
- (j) Failure of the Housing Provider to remain "Affordable" as ascribed in Section 16.1 (a)

then, or at any time thereafter, unless such default is first remedied within a reasonable period of time after notice has been given to the Housing Provider of the particulars of the Event of Default, a declining balance of refundable pro-rated amount of Funds provided by the Service Manager to the Housing Provider to reflect the portion of the ten (10) year period for which the Housing Project shall not be Affordable will become due and payable with interest in accordance with section 3 of the *Interest Act* of Canada. In such event, the Service Manager may commence such legal actions or proceedings against the Housing Provider as may be permitted hereunder, or at law or in equity, all as the Service Manager, in its sole discretion, deems expedient. The Housing Provider acknowledges that the Service Manager's remedies are cumulative and not mutually exclusive.

No express or implied waiver by the Service Manager of any default hereunder will in any way be construed to be a waiver of any future or subsequent default. A waiver by the Service Manager of its right to exercise one remedy in respect of an Event of Default will not operate as a waiver by the Service Manager of its right to exercise another remedy in respect of that Event of Default. The Housing Provider hereby waives any rights now or hereafter conferred by statute or otherwise which may limit or modify any of the Service Manager's rights or remedies, hereunder or under any documents made in connection herewith.

18. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

The Housing Provider acknowledges that the Service Manager is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C M.56 and that any information provided to the Service Manager in connection with the Program or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

19. REMEDIES CONFERRED BY THE HSA

The Parties agree that nothing herein contained will in any way limit or modify the Service Manager's rights or remedies conferred by the HSA in respect of the Housing Project.

20. NOTICE

Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

- (a) in the case of notice to the Service Manager:

The City of London
 Attention: Manager, Housing Services
 355 Wellington Street Suite 248, 2nd floor

London, ON
N6A 3N7

(b) in the case of notice to the Service Provider:

Name

Attention:

Fax.

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

21. GENERAL

- (a) This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
- (b) Except as expressly provided herein, this Agreement will not be assignable by the Housing Provider without the prior written approval of the Service Manager which approval may be arbitrarily withheld.
- (c) In this Agreement, whenever the context requires or permits, the singular will include the plural, and the plural will include the singular, and the masculine and the neuter will include each other and the feminine pronoun.
- (d) This Agreement is to be governed by the laws of the Province of Ontario and the applicable federal laws of Canada. Any action or proceeding arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.
- (e) Time will be of the essence of this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Service Manager and the Housing Provider.
- (f) Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction will not invalidate or impair the remaining provisions of this Agreement which will be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable that provision in any other jurisdiction.
- (g) No amendment of any provision of this Agreement will be made unless it is in writing and signed by all Parties.
- (h) All amounts referred to herein are in Canadian Dollars, unless the context otherwise requires.
- (i) Any reference to a statute will mean the statute in force and effect as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided herein.

- (j) This Agreement including any Schedules constitutes the entire agreement among the Parties with regard to the matters dealt with herein and cancels and supersedes any prior agreements, undertakings, declaration or representations, written or verbal in respect of it.
- (k) The Parties understand and agree that the recitals will form part of this Agreement.
- (l) The Housing Provider acknowledges that it is not an agent, joint venture, partner or employee of the Service Manager, and the Housing Provider will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any action that could establish or imply such a relationship.
- (m) Section 6, 8, 12, 15, 16, 18, and 21 will survive termination or expiration of this Agreement and continue in full force and effect thereafter, together with any other provisions of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement.
- (n) Descriptive headings, articles, sections, schedules or exhibits are for convenience only and will not control for affect the meaning or construction of any provision of this Agreement.

IN WITNESS THEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY OF
LONDON AS REPRESENTED BY THE
MANAGING DIRECTOR, HOUSING, SOCIAL
SERVICES AND DEARNESS HOME**

Sandra Datars Bere
Managing Director
Housing, Social Services and Dearness
Home

[Insert name of Housing Provider]

Authorized Signing Officer

Name and Title (Please Print)

Authorized Signing Officer

Name and Title (Please Print)

I/We have the authority to bind the
Corporation

SCHEDULE "A"

THE WORK

SCHEDULE "B"

FUNDING / BUDGET ITEMS/ ELIGIBLE EXPENDITURES SCHEDULE

1. MAXIMUM AMOUNT OF FUNDING (inclusive of HST):

2. ELIGIBLE EXPENDITURES

Renovation/retrofit activities eligible to receive SHAIIP funding include the following:

- Replacing building heating and/or cooling systems, equipment, and associated sub-components including items such as mechanical insulation;
- Upgrading exterior or interior building insulation;
- Solar walls;
- Upgrading building windows and/or exterior doors;
- Upgrading building lighting systems including converting to light-emitting diode (LED) lighting systems, lighting controls, and sensors;
- Re-cladding or upgrading building envelopes;
- Retrofits that utilize latest low-carbon and carbon-free energy technologies /systems;
- The costs of required building energy audit reports;
- Focus on retrofits that target building heating and/or cooling equipment; and
- Applications that seek to combine several retrofits – new and/or pre-existing retrofits – in order to achieve higher emission reductions in the buildings.

3. AFFORDABLE

For purposes of this Agreement, the Housing Project will remain at X% Affordable during the term of this Agreement.

4. VENDOR

A vendor is a party, also known as a supplier, which provides goods and services to the Housing Provider in relation to the "Work"

5. INVOICE

- (a) An invoice is a document that itemizes the transaction between parties.
- (b) The Vendor invoice submitted to the Housing Provider will typically contain the following (but not limited to):
- (i) Document labelled as "Invoice"
 - (ii) Contact info of Vendor
 - (iii) Contact info for the Housing Provider which received the Goods and/or Services
 - (iv) Transaction date
 - (v) Itemized list and description of Goods and/or Services and related unit quantity provided to the Housing Provider
 - (vi) Breakdown of total amount owed by the Housing Provider

6. CLAIM / REQUEST FOR PAYMENT

A claim for payment from the Housing Provider will require a Housing Provider invoice (as ascribed in Schedule "B" 5 (a)) submission to the Service Manager identifying:

- (a) The amount being requested by the Housing Provider (net of HST)
- (b) The time period in which the Housing Provider is requesting expenditure reimbursement
- (c) Copies of invoices received by the Housing Provider from the vendor for the "Work" completed
- (d) Any other information that the Service Manager requests in order to process the Housing Provider's Claim / Request for Payment

7. HOLDBACK

The Service Manager reserves the right to holdback a portion of Funds for situations such as but not limited to:

- (a) If the Service Manager is not satisfied that the Work has been completed to an acceptable standard as determined by the Service Manager
- (b) The Housing Provider has not provided the required reports in the form and detail required or acceptable to the Service Manager

8. REPORTS

The Housing Provider shall submit to the Service Manager (typically at a quarterly basis or as requested) such information as requested by the Service Manager such as but not limited to:

- (a) Status of Work during its repair, retrofit and/or regeneration activities
- (b) Estimated completion date
- (c) Expenditures of the Work completed to date (typically on a quarterly basis)
- (d) Expenditure forecast for the remaining Work
- (e) Depth of Affordability along with Attestation
- (f) Any other report requested by the Service Manager to complete the Service Manager's Provincial reporting requirements for the Program

SCHEDULE "C" - Bid/Quote Summary Form
 <<Project Name>>
 <<Housing Provider name, Site name (if different)>>
 <<Site Address>>

Introduction: <<Housing Provider>> requested quotes from <<number of contractors>> contractors for the work outlined above. The contractors included; <<name contractors>>. From these contractors, <<name of contractor(s)>> did not submit a quote. <<if applicable>>

Scope of Work: The contractors were approached to complete <<write a description of the work to be completed under the project, attach any documents that were distributed>>.

Summary of Bids

We have summarized the quotes received for the project. Please find the quotes attached to this.

Contractor (list alphabetically)	Quote (example)
Contractor A	\$10,000
Contractor B	\$11,000
Contractor C	\$12,000

The Board of Directors agrees that all contractors have submitted a quote by the requested deadline and have based their quotes on the same scope of work and component materials. The Board of Directors declares that there is no conflict of interest with any of the contractors listed above.

At a Board meeting, dated <<insert date>>, the Board of Directors reviewed the quotes and has selected <<contractor name>> to complete the work. This decision was based on the following:

- <<insert explanation – samples below>>
- Competitive bid
- The Board of Directors has working knowledge of this contractor
- Follow-up with references had a positive outcome

<<Contractor's name>> has committed to a start date of <<insert date>>, weather permitting <<if applicable>>

<<Housing Provider Name>>
 <<date>>, <<signature>>, <<signed by, position>>

APPROVED BY THE _____ ON _____

BY: _____ SIGNATURE: _____

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING OF FEBRUARY 21, 2018
FROM:	MARTIN HAYWARD CITY MANAGER
SUBJECT	STRATEGIC PLAN PROGRESS VARIANCE

RECOMMENDATION

That, on the recommendation of the: City Manager, with the concurrence of the Managing Director of Parks and Recreation; Managing Director of Housing, Social Services and Deerness Home; Managing Director Planning and City Planner; and Managing Director of Neighbourhood, Children and Fire Services and the Managing Director, Development and Compliance Services and Chief Building Official the following report on the Strategic Plan Progress Variance **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Strategic Priorities and Policy Committee, Strategic Plan: Semi-Annual Progress Report And 2017 Report To The Community, November 22, 2017
- Community and Protective Services Committee, Strategic Plan Progress Variance, July 18, 2017
- Strategic Priorities and Policy Committee, Strategic Plan: Semi-Annual Progress Report, May 29, 2017
- Community and Protective Services Committee, Strategic Plan Progress Variance, February 22, 2017

BACKGROUND

On March 10th, 2015 City Council approved the *2015-2019 Strategic Plan* for the City of London, establishing a vision, mission, areas of focus and numerous strategies for this term of Council. In December 2015, Council directed administration to prepare semi-annual Progress Reports (every May and November). The Progress reports identify a status for each milestone: complete, on target, caution, or below plan.

On November 23, 2016, Council resolved that, on the recommendation of the City Manager, the following action be taken with respect to Council's 2015-2019 Strategic Plan:

c) the Civic Administration BE DIRECTED to refer strategic plan milestones that are "caution" or "below plan" to meetings of the appropriate Standing Committee, following the tabling of the May and November update reports on the Strategic Plan;

Council re-confirmed this direction at the November 22, 2017 Strategic Priorities and Policy Committee meeting.

DISCUSSION

This report outlines the milestones corresponding to the Community and Protective Services Committee that, as of November 2017, were identified as caution or below plan. This report covers 12 milestones that were flagged as caution and 2 milestones that were flagged as below plan.

Overall Strategic Plan Progress

As of November 22, 2017, 472 milestones were complete, 497 milestones were on target, 53 milestones were caution and 2 milestones were below plan in the entire strategic plan. As indicated in the chart below, 46.1% of milestones are complete, 48.5% are on target, 5.2% of milestones are caution and 0.2% of milestones are below plan.



Variance Explanations

■ Strengthening Our Community - Caution

Milestone	What	Why	Implications
What are we doing? Work with our partners in Education to help keep neighbourhood schools open and use former school sites effectively How are we doing it? Neighbourhood School Strategy – new (Planning)			
Consult with public on draft policies. End Date: 9/30/17	Public consultation on draft policies has been delayed. Draft policies to be presented to Committee in Q1 2018 prior to release for public review and comment.	Draft policies required additional internal review prior to release for public review and comment.	No Council-approved criteria to review identified surplus school sites. No school sites have recently been identified for possible closure.
What are we doing? Eliminate barriers for individuals facing poverty, mental health and addictions and help them find pathways to be successful. How are we doing it? London Homeless Prevention and Housing Plan 2010-2024(NCFS/HSSDH)			
Implement homeless management information system for use by all funded homeless serving organizations. End Date: 9/30/2017	Homeless serving organizations will be using the new information system by March 31, 2018.	Active community consultation, testing of various products and releasing a Request for Proposal for the Implementation Consultant, delayed the implementation of the new system.	The delayed implementation will support stronger use of shared system by our organizations.
What are we doing? Work with community agencies to help tenants keep their existing affordable housing and avoid homelessness. How are we doing it? London Homeless Prevention and Housing Plan 2010-2024 (NCFS/HSSDH)			
Implement homeless management information system for use by all funded homeless serving organizations. End Date: 9/30/2017	Homeless serving organizations will be using the new information system by March 31, 2018.	Active community consultation, testing of various products and releasing a Request for Proposal for the Implementation Consultant, delayed the implementation of the new system.	The delayed implementation will support stronger use of shared system by our organizations.
What are we doing? Reduce and prevent homelessness. How are we doing it? London Homeless Prevention System Implementation Plan (NCFS)			
Implement homeless management information system for use by all funded homeless serving	Homeless serving organizations will be using the new information system by March 31, 2018	Active community consultation, testing of various products and releasing a Request for Proposal for the	The delayed implementation will support stronger use of shared system by our organizations.

Milestone	What	Why	Implications
organizations End Date: 9/30/17		Implementation Consultant, delayed the implementation of the new system.	
What are we doing? Invest in new parks and recreation facilities and pursue innovative models for programs and service delivery. How are we doing it? Parks and Recreation Strategic Master Plan 2009-update (P&R / NCFS)			
Undertake public engagement for the Silverwoods Arena redevelopment End Date: 6/30/17	The current plan is to close the arena as an ice pad in September 2018 and maintain it as a dry pad activity space.	Public engagement has been deferred as City staff are exploring the City's need for space.	The Parks and Recreation Master Plan update in 2018 will further explore the overall arena strategy and opportunities for renewal.
Redevelop Silverwoods Arena End Date: 6/30/18	The current plan is to close the arena as an ice pad in September 2018 and maintain it as a dry pad activity space.	Public engagement has been deferred as City staff are exploring the City's need for space.	The Parks and Recreation Master Plan update in 2018 will further explore the overall arena strategy and opportunities for renewal.
What are we doing? Fund and partner with Museum London, the London Arts Council, the London Heritage Council, Eldon House, the London Public Library, and others to strengthen culture in London. How are we doing it? Cultural Prosperity Plan (CMO)			
Eldon House - Establish a partnership with the Fanshawe College Landscape Design Program to deliver college education to students via Eldon House as an outdoor classroom End Date: 12/31/17	A memorandum of understanding has been signed however, the partnership has been delayed due to architectural forces beyond the control of the two partners.	The delay is due to two major factors: 1) The Design School awaits confirmation on its relocation Downtown and on future use of campus green-space, and 2) the Historic Greenhouse located at Eldon House (to be utilized as part of the classroom setting) has structural deficiencies scheduled to be rectified in 2018. While the partnership itself is established, both parties eagerly await the student use of the grounds at Eldon House.	Though not gaining school-credit for their efforts, Fanshawe Students have been active on the grounds of Eldon House in volunteer and grant positions. The suggested new target end date is December 31, 2018. In the meantime, Eldon House Interpretive Centre has been offered as an "off site" satellite classroom for Fanshawe College Landscape Design students.

 Strengthening Our Community – Below Plan

Milestone	What	Why	Implications
What are we doing? Work with community agencies to help tenants keep their existing affordable housing and avoid homelessness. How are we doing it? London Middlesex Housing Corporation Strategy (HSSDH)			
Review project plan to reflect a revised strategy on how to do this without dedicated funding End Date: 6/30/17	Housing Stability has become a broader component and has now also been identified in the London for All Plan and the LMHC's Strategic Plan 2017-2020.	LMHC's organization developed a new strategic plan for 2017 – 2020 with a new mission, vision and values along with Housing Stability being identified in other City Strategic Plans.	The proposed delay to Q3 2018 will allow administration the time needed to work through implementation strategies for both the LMHC's Strategic Plan of creating tenant and housing stability and the <i>London for All Plan</i> of engaging landlords in keeping more people housed.
What are we doing? Fund and partner with Museum London, the London Arts Council, the London Heritage Council, Eldon House, the London Public Library, and others to strengthen culture in London. How are we doing it? Museum London Strategic Plan (CMO)			
Museum London Strategic Plan of feet, friends, and funds objectives to surpass	In 2016 specifically, attendance was recorded as being lower than expected due in part to	In 2016, the People Traffic Counter camera was either not tracking at all for days or was	Despite the inaccurate attendance records for 2016, issues have been resolved. The attendance

Milestone	What	Why	Implications
2015 successful 10% increase in all targets. End Date: 12/31/16	the malfunctioning electronic people counter and building closures related to emergency sanitation pipe repairs. However, the 2017 attendance has increased.	intermittently tracking thereby creating inaccurately low attendance numbers for April, May and June. This occurred in light of the number of events and programming held at Museum London during that time as well as in comparison with the attendance records of previous years for April through June.	for 2017 has rebounded showing a 14% increase over 2016. Since the issue has been resolved since the November 2017 progress report, moving forward, this milestone will be indicated as complete.

 Building a Sustainable City – Caution

Milestone	What	Why	Implications
What are we doing? Invest in parks and recreation facilities and amenities How are we doing it? Parks and Recreation Strategic Master Plan 2009 - update (P&R / NCFS)			
Engage the public on the Silverwoods Arena Redevelopment End Date: 6/30/17	The current plan is to close the arena as an ice pad in September 2018 and maintain it as a dry pad activity space.	Public engagement has been deferred as City staff are exploring the City's need for space.	The Parks and Recreation Master Plan update in 2018 will further explore the overall arena strategy and opportunities for renewal.
Redevelop the Silverwoods Arena End Date: 6/30/18	The current plan is to close the arena as an ice pad in September 2018 and maintain it as a dry pad activity space.	Public engagement has been deferred as City staff are exploring the City's need for space.	The Parks and Recreation Master Plan update in 2018 will further explore the overall arena strategy and opportunities for renewal.

 Growing Our Economy – Caution

Milestone	What	Why	Implications
What are we doing? Improve delivery and coordination of employment services through partnerships with community organizations, funders, and employers How are we doing it? Ontario Works Service Plan (HSSDH)			
Review Ontario Works Employment Assistance Framework & develop next Request for Proposals for service delivery End Date: 9/30/17	Consultations with Purchase of Service Providers, Employment Sector Council, Economic Development Board, and Local Employment Planning Council	To establish a new Request for Proposals for the delivery of employment services that reflect current needs.	In 2017, Council approved the extension of the current Employment Purchase of Service agreement by one year to allow for a new employment framework to be created. This framework will build off information collected in OW participant profile and several consultations, in order to create a framework that assists people in moving into competitive employment and off of Social Assistance
What are we doing? Attract and retain newcomers, including international students, foreign trained professionals, and multi-generational immigrants to strengthen London's workforce How are we doing it? Immigration Strategy – new (HSSDH)			
Hold Internal and Community Consultations to determine objectives and goals of immigration strategy End Date: 9/30/17	Two surveys and consultations held with 44 community groups.	To determine goals and objectives of the London Immigration Strategy.	The strategy with success measures for the attraction, retention and integration of newcomers is in process of being developed.

Milestone	What	Why	Implications
What are we doing? Deliver great customer experiences to residents, businesses, and visitors with innovative service delivery models, improved access through web, phone, and in person, and innovative technology			
How are we doing it? AMANDA System Upgrades (DCS)			
Implement new tracking category related to business licensing End Date: 3/31/17	Tracking of numerous business licensing categories.	New business licensing by-law approved in December 2017. All existing licenced premises converted into AMANDA in 2017.	AMANDA system is now operational to implement new by-law licence application processes when by-law is in full force and effect in April 2018.

CONCLUSION

The Semi-Annual Progress Report tracks nearly 1000 milestones. This tool allows Council and Administration to track progress and monitor implementation of the 2015-19 Strategic Plan for the City of London. In some cases milestones have been delayed due to shifting priorities or emerging circumstances. The Strategic Plan Variance Reports are intended to provide Council with a more in-depth analysis of these delays. Information included in this report can support Council in strategic decision making and inform the work of Civic Administration.

CONCURRED BY:	CONCURRED BY:
SCOTT STAFFORD MANAGING DIRECTOR PARKS AND RECREATION	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME

CONCURRED BY:	CONCURRED BY:
JOHN M. FLEMING MANAGING DIRECTOR PLANNING AND CITY PLANNER	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES

CONCURRED BY:	RECOMMENDED BY:
GEORGE KOTSIFAS MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL	MARTIN HAYWARD CITY MANAGER

cc. Senior Leadership Team
Strategic Thinkers Table

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	SCOTT STAFFORD, MANAGING DIRECTOR PARKS AND RECREATION LYNNE LIVINGSTONE, MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES JOHN M. FLEMING, MANAGING DIRECTOR, PLANNING SERVICES AND CITY PLANNER
SUBJECT:	IRREGULAR RESULT REQUEST FOR PROPOSAL 18-09 “PARKS AND RECREATION STRATEGIC MASTER PLAN UPDATE”

RECOMMENDATION

That, on the recommendation of the Managing Directors of Parks and Recreation, Neighbourhood, Children and Fire Services, and Planning Services with the concurrence of the Director of Financial Services, the following actions be taken with respect to request for proposal 18-09:

- (a) The submission by Monteith Brown Planning Consultants Limited, 610 Princess Street, London, Ontario, N6B 2B9, to provide consulting services to update the Parks and Recreation Strategic Master Plan for \$174,995.00 (excluding HST) **BE ACCEPTED** as an irregular result in accordance with Section 8.10 (b) of the City of London’s Procurement of Goods and Services Policy; it being noted that the proposal submitted by Monteith Brown was the only submission and meets all the City’s requirements;
- (b) The financing for this project **BE APPROVED** as set out in the Source Financing Report, attached hereto as Appendix “A”; and,
- (c) Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Parks and Recreation Strategic Master Plan Interim Update (Jan. 24, 2017)
- Parks and Recreation Strategic Master Plan – Accomplishments and Update Strategy (Apr. 26, 2016)
- Parks and Recreation Strategic Master Plan Update (Nov. 23, 2009)

BACKGROUND

The Parks and Recreation Strategic Master Plan (The 2009 Master Plan) provides an overall vision, direction and guidance for making decisions about parks and recreation programming, facilities and infrastructure (parks, civic spaces and recreation facilities), and investment in the community. The Plan guides the work of Parks and Recreation, Neighbourhood, Children and Fire Services, Planning Services, and Facilities Design and Construction Service Areas.

The parks and recreation system contributes to all four (4) of Council’s Strategic Areas of Focus:

- 1) Strengthening our Community: The parks and recreation system plays a significant role in strengthening neighbourhoods by creating opportunities for residents to lead healthy, socially active lives.
- 2) Building a Sustainable City: Creating and preserving strong and healthy environments and creating beautiful places and spaces for all Londoners is emphasized in the Master Plan.
- 3) Leading in Public Service: Amazing recreation experiences are enhanced through investment in recreation facilities and by pursuing innovative programs and service delivery.
- 4) Growing Our Economy: Investment in the parks and recreation system and city building activities attract growth and investment and regenerate our spaces and places.

The purpose of this report is to recommend that the City of London award the contract for updating the Parks and Recreation Strategic Master Plan to Monteith Brown Planning Consultants Limited.

Request for Proposal Process

A Request for Proposal was issued on January 18, 2018 through Purchasing and Supply, Finance and Corporate Services to seek a consultant or consulting team with expertise in parks and recreation planning, policy development, community engagement, facilitation, and feasibility/costing.

Promotion of the Proposal included the general advertising practices of Purchasing and Supply and posting on the Parks and Recreation Ontario website.

One (1) bid was received by the deadline of February 2, 2018 in response to the Request for Proposal. The submission was reviewed and evaluated by staff from Purchasing and Supply, Parks and Recreation, Neighbourhood, Children and Fire Services, and Planning Services and was determined to be in compliance with the specifications, terms and conditions outlined in RFP 18-09. In accordance with Section 19.4(c) of the Procurement of Goods and Service Policy, Civic Administration is recommending to award the contract under Section 8.10 (b) as an irregular result.

NEXT STEPS

A Steering Committee, Technical Working Committee, and Engagement Committee, made up of staff from Parks and Recreation, Neighbourhood, Children and Fire Services, Planning Services, Development Services, Finance and Business Services, Corporate Asset Management, Facilities, and Corporate Communications will be established to guide and inform the work of the consultants.

The work will be completed in three (3) phases:

1. Research and consultation;
2. Development of recommendations and strategies; and,
3. Testing the Master Plan and project finalization.

A significant amount of background research will inform the development of the update and will include review of existing City of London strategies and projects, municipal scans of best practices, emerging trends, and provision standards. A review of programming and service needs to maximize participation and ensure they are accessible and inclusive of all residents will be the focus of the overall update.

Meaningful and effective community engagement is essential in creating a responsive update and the consultants will be developing a comprehensive engagement plan to ensure the public, stakeholders, staff, Council, recreation facility partners, and targeted groups that face barriers to participation are included. A significant part of the public engagement process will be complete by July 1, 2018.

The consultant will develop recommendations and strategies paying attention to public input, the impact of future demographic shifts, new growth patterns as identified in the London Plan, and incorporating principles of diversity and inclusion.

A Draft Master Plan will be available for Staff review in Fall 2018 with a formal presentation of the Final Plan to Council in January 2019 for inclusion in the next multiyear budget cycle.

FINANCIAL IMPACT

There are sufficient funds available in the approved capital budget to accommodate the requested consulting fees of \$174,995, excluding HST. Works identified in this Master Plan update will inform the City's next multi-year budget.

Financial and implementation plans identified in the updated Master Plan will proceed to the next multiyear budget cycle, 10-year capital plan adjustments, and operational budgets where necessary.

CONCLUSION

This update will look at the long-term future of parks and recreation in the context of Council's long term plan for city-building, needs and desires of London's residents/user groups/stakeholders, comparison to best practices of other municipalities, identification of gaps and overlaps in existing services, and internal operations, all balanced against the city's financial realities.

An updated Plan will serve as a guiding document providing principles and directions for parks and recreation standards and service delivery over the next 10 years and an identification of facility needs for the next 20 years.

PREPARED BY:	RECOMMENDED BY:
DONNA BAXTER MANAGER, POLICY & PLANNING SUPPORT, NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	SCOTT STAFFORD MANAGING DIRECTOR PARKS AND RECREATION
CONCURRED BY:	CONCURRED BY:
LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	JOHN M. FLEMING MANAGING DIRECTOR, PLANNING SERVICES AND CITY PLANNER
CONCURRED BY:	
IAN COLLINS DIRECTOR, FINANCIAL SERVICES FINANCIAL SERVICES	

- C. John Freeman, Manager, Purchasing and Supply
 Jason Davies, Manager, Financial Planning and Policy
 Kyle Murray, Senior Financial Business Administrator

APPENDIX A

APPENDIX 'A'

Chair and Members
Community and Protective Services Committee

#18027
February 21, 2018
(Award Contract)

**RE: Irregular Result Request for Proposal - Parks and Recreation Strategic Master Plan Update
(Subledger NT18GG01)
Capital Project RC2011 - Update Master Plan P&R
Monteith Brown Planning Consultants Limited - \$174,995.00 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Parks and Recreation, Managing Director Neighbourhood, Children and Fire Services and Managing Director, Planning Services and City Planner, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$400,000	\$180,986	\$178,075	\$40,939
NET ESTIMATED EXPENDITURES	<u>\$400,000</u>	<u>\$180,986</u>	<u>\$178,075</u> 1)	<u>\$40,939</u>

SUMMARY OF FINANCING:

Capital Levy	\$152,500	\$69,001	\$67,891	\$15,608
Drawdown from City Services - Corporate Services R.F. (Development Charges) 2)	247,500	111,985	110,184	25,331
TOTAL FINANCING	<u>\$400,000</u>	<u>\$180,986</u>	<u>\$178,075</u>	<u>\$40,939</u>

1) **FINANCIAL NOTE:**

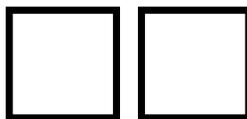
Contract Price	\$174,995
Add: HST @13%	22,749
Total Contract Price Including Taxes	197,744
Less: HST Rebate	19,669
Net Contract Price	<u>\$178,075</u>

NOTE:

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

JG

Jason Davies
Manager of Financial Planning & Policy



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	PROPOSED PUBLIC NUISANCE BY-LAW AMENDMENT TO ADDRESS ODOUR

RECOMMENDATION

That on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official:

- (a) the report and attached draft Public Nuisance By-law amendment (Schedule “A”) to address nuisance odours related to Anaerobic Digestion Facilities, Composting Facilities and Rendering Plants **BE RECEIVED**;
- (b) the attached draft by-law amendment (Schedule “A”) **BE REFERRED** to a public participation meeting to be held by the Community and Protective Services Committee on April 4, 2018 for the purpose of seeking public input on the draft by-law;
- (c) municipal enforcement activities **BE ENHANCED** through the hiring of one additional Municipal Law Enforcement Officer on a two-year, temporary basis with the budget not to exceed a maximum of \$90,000 per year with the source of funding from the Sanitary Landfill Site Reserve Fund; it being noted, that this amount and source of funding was previously approved by Council for enhanced Provincial compliance activities however further dialogue has resulted in complementary compliance and enforcement activities that are maintained within each level of government’s legal responsibilities to avoid duplication; and
- (d) Civic Administration **BE DIRECTED** to report back after one year of administration and enforcement of the Public Nuisance By-law regulations pertaining to odour.

PREVIOUS REPORTS

Review of Impacts from Industrial Sources (Focus on Odour) and Potential Municipal Actions (Primarily South of Highway 401) PEC - August 28, 2017

Update & Next Steps – Review of Impacts from Industrial Sources (Focus on Odour) and Potential Municipal Actions (Primarily South of Highway 401), PEC - April 24, 2017

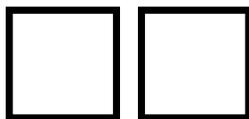
Comments - Orgaworld Canada Ltd, PEC - November 13, 2012

Various submissions and comments were made by delegations and participants at the Public Participation Meeting held on November 13, 2012

BACKGROUND

Municipal Council, at its meeting held on September 5, 2017 resolved:

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official and the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to current and potential odour challenges from waste management facilities near the communities of Brockley, Shaver and Glanworth :



f) the Provincial Government’s local MOECC compliance activities with respect to waste management and industrial facilities in south London BE ENHANCED through direct funding from the City of London, for a two-year period;

g) the source of funding for the MOECC’s enhanced compliance activities noted in f), above, BE APPROVED up to a maximum of \$90,000 per year for two years from the Sanitary Landfill Site Reserve Fund; it being noted that the draw from the Reserve Fund may not be required should the service area generate a surplus position at year end;

h) a Pilot Project (May to August 2018) BE IMPLEMENTED by the City of London in order to test an odour detection device to enhance its monitoring capabilities and/or facilitate the imposition of charges for non-compliance;

m) the Civic Administration BE DIRECTED to report back to with proposed amendments to the City of London’s Nuisance By-law to address the odor concerns raised by the public, including information with respect to additional resources that may be required to enforce the By-law.

This report addresses the above applicable resolution items from the Council Resolution noting that the others items contained within the August 28, 2017 report deal with matters under the jurisdiction of Civic Works Committee.

DISCUSSION

The issue of odours is complex as the possible impacts of odours range from mere detection to a causing a public nuisance. Usually, the impact of odour is described in terms of five different dimensions, which are commonly referred to as the acronym “FIDOL”:

- the **F**requency that an odour is detected during a given time period
- the **I**ntensity of the odour
- the **D**uration of the period in which the odour remains detectable
- the **O**ffensiveness or strength of the odour
- the **L**ocation or source of the odour

Municipal Law Enforcement Services primarily address negative externalities and quality of life issues predominantly in response to citizen complaints. Based on provincial legislative authority conferred to municipalities to address public nuisance and quality of life issues, numerous by-laws are currently in place and actively enforced. The courts have described public nuisance as conduct that amounts to an attack upon the rights of the public generally to live their lives unaffected by inconvenience, discomfort and other forms of interference. Section 128 of the *Municipal Act, 2001* provides that the City may prohibit and regulate with respect to public nuisances, and that the opinion of Council is not subject to review by the courts if Council’s opinion is arrived at in good faith.

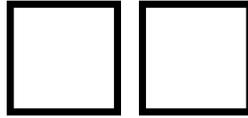
The Municipal Act (sec 10.2) sets out broad authority to a municipality to pass by-laws respecting the following matters:

5. Economic, social and environmental well-being of the municipality, including respecting climate change.
6. Health, safety and well-being of persons.
8. Protection of persons and property, including consumer protection.

The Municipal Act, 2001 authorizes a municipality to pass by-laws regulating public nuisances.

128. (1) Without limiting sections 9, 10 and 11, a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or could become or cause public nuisances. 2001, c. 25, s. 128 (1); 2006, c. 32, Sched. A, s. 68.

(2) The opinion of council under this section, if arrived at in good faith, is not subject to review by any court.



Section 129 of the Municipal Act, 2001 authorizes a municipality to pass by-laws to prohibit and regulate with respect to odour.

129. *Without limiting sections 9, 10 and 11, a local municipality may,*
 (a) *prohibit and regulate with respect to noise, vibration, odour, dust and outdoor illumination, including indoor lighting that can be seen outdoors; and*
 (b) *prohibit the matters described in clause (a) unless a permit is obtained from the municipality for those matters and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans.*

As noted in the August 28, 2017 PEC report, there are several Canadian municipalities which have attempted to address odour within their municipal by-law regime. Although many different approaches are used, not any one approach is the ultimate solution. Civic Administration undertook further research of American municipal ordinances specific to odour and detection methodology.

Many ordinances reference the use of a field olfactometer for odour detection. This device is used to measure and quantify odour strength in the surrounding ambient air. Readings are taken by the user sniffing the air through the device and making a determination whether they detect an odour or not. The device comes equipped with carbon filters which are able to filter out odorous particles from the air. The unit of measurement for odour is called the dilution to threshold ratio (D/T) which is the volume of clean air divided by the volume of odorous air. A D/T value of 0 means that the user will be sniffing 100% carbon filtered air without any odour particles in the sample. The higher the D/T value at which the smell is detected, the more powerful the odour. In attending and reviewing presentations at scientific odour conferences and a review of odour ordinances, any odour detected at a D/T value of seven or higher can be considered a public nuisance for regulatory purposes.

Field olfactometers allow enforcement officers to confidently monitor odour strength at specific locations within the community. A standard operating procedure will be prepared to implement processes for random odour monitoring, scheduled monitoring and monitoring in response to citizen complaints. Random testing will include taking odour readings in the area of municipal facilities, such as the City's Landfill W12A and the Dingman Pumping station for the purposes of data collection and continuous improvement of odour mitigation. City facilities will be exempt from municipal enforcement.

As part of the program, a select number of MLEOs will be tested as to their ability to detect and differentiate various strengths of odours. Reporting and data gathering standard operating procedures will be developed and implemented.

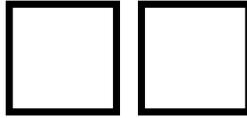
The proposed Nuisance By-law amendment includes two key definition categories focusing on the source of the odour and the location of the odour.

To address sources of the odour the following definitions are proposed:

- “Anaerobic Digestion Facility” means a facility where anaerobic processes are used to digest organic waste and includes an “anaerobic digestion facility” for which an approval under the Environmental Protection Act has been issued;
- “Composting Facility” means a facility where aerobic processes are used to process non-hazardous organic products to be used as a soil conditioner, and includes an “aerobic composting facility” for which an approval under the Environmental Protection Act has been issued, but does not include composting incidental to a residential use, an institutional use, nor an agricultural use;
- “Rendering Facility” means a facility at which dead animals are processed into hides, meat, bone, meal, meat meal or inedible fats;

To address the receiver of the odour, the following definition is proposed:

- “Sensitive Receptor” means any location, external to the Facility site, where routine or normal activities occurring at reasonably expected times could experience adverse effects from unreasonable odour discharges from the Facility, including one or a combination of:
 - a) private residences or public facilities where people sleep, including dwellings, hotels, motels, nursing homes, hospitals, trailer parks, and camping grounds;



- b) institutional facilities (including schools, churches, community centres, day care centres, and recreational centres);
- c) outdoor public recreational areas (including trailer parks, play grounds, and picnic areas); and
- d) other outdoor areas where the public congregates (including commercial shopping centres, and office buildings).

The amendment includes a “deeming provision” describing an unreasonable odour:

- at a Sensitive Receptor, odour is detected in a sample of ambient air after it is diluted with at least seven equally sized samples of odour-free air for two samples not less than fifteen minutes apart within a one-hour period, as measured by any instrument, device or method designated by the Manager of Municipal Law Enforcement to be used in the determination of the unreasonableness of an odour.

The draft amendment includes a fine set at a daily maximum of \$50,000 for the first offence plus a special fine of \$50,000. For subsequent offences, the daily maximum fine is set at \$100,000 plus a maximum special fine of \$100,000. The Municipal Act permits special fines designed to eliminate or reduce any economic advantage or gain from contravening the by-law. This range of fines is used by the courts as a result of a conviction resulting from a Part III Information. The City will also seek a new set fine order for the issuance of Part I’s (tickets).

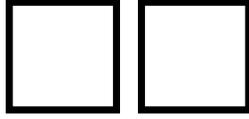
Civic Administration previously recommended an Enhanced MOECC Compliance Initiative with the local MOECC office with direct municipal funding for a two year period (refer to item (f) and (g) in the above resolution). This item was further discussed with MOECC local officials to determine the overall practicality, jurisdictional requirements and other implications to address the direction of Municipal Council and the intended outcomes of enhanced compliance activities. During these discussions, the City prepared amendments to the Public Nuisance By-laws including compliance and enforcement measures (e.g., Part I set fines and Part III Information submitted to the courts). It was determined that compliance and enforcement activities can run in parallel. Each level of government has distinct compliance and enforcement powers on the matter of odours and a separate municipal program is a better representation of the enhancement directed by Municipal Council.

Enforcement of the above Public Nuisance By-law amendment will require additional enforcement resources as response to odour complaints requires an enhanced response protocol to undertake odour detection measurements at the location of the sensitive receptor. In order to implement this enforcement program, one addition Municipal Law Enforcement Officer will be required on a two year temporary basis. The cost of this position including office equipment and vehicle will be funded by the previously approved Sanitary Landfill Site Reserve Fund which was slated for the Enhanced MOECC Compliance proposal. There will be no impact on the approved municipal budget.

CONCLUSION

Civic Administration recommend that a Public Participation Meeting (PPM) be held on the proposed amendments to the Public Nuisance By-law to address nuisance odours. In order to meet a timeline of implementing an odour enforcement protocol for the spring of 2018, this PPM is tentatively scheduled for April 4, 2018.

PREPARED BY:	RECOMMENDED BY:
O. KATOLYK, MLEO (c) CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL

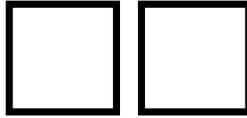


cc. Kelly Scherr, City of London EES
Jay Stanford, City of London EES

Orgaworld Canada Ltd, Michael Leopold, General Manager
2940 Dingman Drive, London Ontario N6N 1G4

StormFisher Environmental Ltd., Brandon Moffatt, P.Eng, MBA, Vice President
Development & Operations, 1087 Green Valley Road, London, Ontario N6N 1E4

Y:\Shared\building\Rep&Recs\2018\2018-02-21 - CPSC - Nuisance Odour.docx



Schedule "A"

Bill No.
2018

By-law No. PH-18-

A by-law to amend By-law PH-18 entitled, "A by-law to prohibit and regulate public nuisances within the City of London."

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 6. Health, safety and well-being of persons; 8. Protection of persons and property;

AND WHEREAS section 128 of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10, a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances, and the opinion of Council under this section, if arrived at in good faith, is not subject to review by any court;

AND WHEREAS, in the opinion of Council, unreasonable odour from certain Facilities is or could become or cause a public nuisance;

AND WHEREAS section 129 of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10, a municipality may prohibit and regulate with respect to odour;

AND WHEREAS section 429 of the *Municipal Act, 2001* provides that a municipality may designate continuing offences, and may establish special fines in addition to the regular fine for an offence which are designed to eliminate or reduce any economic advantage or gain from contravening the by-law;

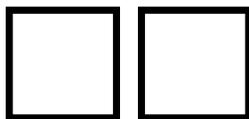
NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Section 1 of By-law PH-18 is amended by inserting the following new definitions after the definition of "Dwelling":

"Facility" means an "Anaerobic Digestion Facility", a "Composting Facility", or a "Rendering Facility";

"Anaerobic Digestion Facility" means a facility where anaerobic processes are used to digest organic waste and includes an "anaerobic digestion facility" for which an approval under the *Environmental Protection Act* has been issued;

"Composting Facility" means a facility where aerobic processes are used to process non-hazardous organic products to be used as a soil conditioner, and includes an "aerobic composting facility" for which an approval under the *Environmental Protection Act* has been issued, but does not include



composting incidental to a residential use, an institutional use, nor an agricultural use;

“Rendering Facility” means a facility at which dead animals are processed into hides, meat, bone, meal, meat meal or inedible fats;

2. Section 1 of By-law PH-18 is amended by inserting the following new definition after the definition of “Municipality”:

“Manager of Municipal Law Enforcement” means the Chief Municipal Law Enforcement Officer;

3. Section 1 of By-law PH-18 is amended by inserting the following new definition:

“Sensitive Receptor” means any location, external to the Facility site, where routine or normal activities occurring at reasonably expected times could experience adverse effects from unreasonable odour discharges from the Facility, including one or a combination of:

- (a) residences and facilities where people sleep (including dwellings, hotels, motels, nursing homes, hospitals, trailer parks and camping grounds);
- (b) institutional facilities (including schools, churches, community centres, day care centres and recreational centres);
- (c) outdoor public recreational areas (including trailer parks, play grounds and picnic areas); and
- (d) other outdoor areas where the public congregates (including exterior areas of commercial shopping centres and office buildings).

4. Section 2, subsection 2(1) and subsection 2(2) of By-law PH-18 are amended by renumbering them as section 2.1, and subsections 2.1(1) and 2.1(2) respectively.

5. Section 3 of By-law PH-18 is amended by renumbering it as section 2.2.

6. Section 4, subsection 4(1) and subsection 4(2) of By-law PH-18 are amended by renumbering them as section 2.3, and subsections 2.3(1) and 2.3(2) respectively.

7. By-law PH-18 is amended by inserting the following new section 2.4 after subsection 2.3(2):

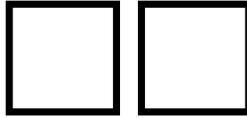
“2.4. NUISANCE ODOURS – Composting Facility, Anaerobic Digestion Facility, Rendering Facility

2.4(1) No owner, operator, occupant or tenant of a Facility shall make, cause or permit an unreasonable odour to be emitted that is detectable at a Sensitive Receptor.

2.4(2) Without limiting the generality of subsection 2.4(1), the following shall be deemed to be unreasonable odour:

- (a) at a Sensitive Receptor, odour is detected in a sample of ambient air after it is diluted with at least seven equally sized samples of odour-free air for two samples not less than fifteen minutes apart within a one-hour period, as measured by any instrument, device or method designated by the Manager of Municipal Law Enforcement to be used in the determination of the unreasonableness of an odour.

2.4(3) The provisions in subsection 2.4(1) shall not apply to odours arising from any City-owned or City-operated Facility.”



8. Section 8 of by-law PH-18 is deleted and replaced with new section 8 and subsections 8(1) and 8(2):

“8. PENALTY

8(1) Every person who contravenes any provision of this By-law is guilty of an offence, and on conviction is liable to:

- (a) a maximum fine of \$10,000; and
- (b) for convictions under subsections 2.3 (1), 2.3(2), or 5(4), a minimum fine of \$500.

8(2) (a) Subsection 2.4(1) of this By-law is a continuing offence.

- (b) Despite subsection 8(1), every person who contravenes subsection 2.4(1) of this By-law is guilty of an offence and on conviction is liable to a maximum regular fine of \$10,000 per day, plus a maximum special fine of \$100,000 per day.”

9. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on _____, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -
Second Reading -
Third Reading -

February 19, 2018

Councillor M. Cassidy
City of London
Community and Protective Services Committee
300 Dufferin Avenue
London, Ontario
PO BOX 5035
N6A 4L9

Re. Proposed Public Nuisance By-Law Amendment to Address Odour

Dear Ms. Cassidy:

StormFisher Environmental Ltd. ("StormFisher") located at 1087 Green Valley Road in London, Ontario is submitting this letter to the City of London ("City") in response to the draft public nuisance by-law being proposed to address odour issues. StormFisher has significant concerns with the document as drafted including the fact that certain organizations appear to be targeted by the City including StormFisher. We have provided further information below on StormFisher and our operations, the rationale for our type of business in the low carbon economy, our concerns on the proposed by-law amendment, and recommended next steps for further engagement between StormFisher, the City and key stakeholders in this process.

The major concerns that StormFisher has with the draft by-law include:

1. The targeting of private facilities rather than a broad industrial focus that includes municipal facilities;
2. Overlap/duplication of efforts with StormFisher and Ministry of the Environment and Climate Change (MOECC) efforts to track and address complaints rather than information sharing;
3. Lack of respect for proper zoning and permit compliance;
4. Lack of engagement with stakeholders on proper monitoring tools;
5. Lack of a clear outcomes-based approach for the trial period and a detailed analysis as the impacts that this proposed by-law would have on long-term business growth in the City; and
6. Lack of due process on fines and procedures for determining the cause of the odour and ability to provide appropriate mitigation measures.

The City needs to address the concerns of its residents, however, it also needs to protect its local businesses that employ area residents and promote economic development in the greater London area.

Background on StormFisher

StormFisher provides food waste recycling services in South London. We reacquired the facility from its previous owner in late 2015. Since the acquisition, StormFisher has dramatically improved operations and recycles organics from the industrial, commercial, and institutional (“ICI”) sector in Ontario with a specific focus on sources in the greater London area. At this time, StormFisher provides a necessary service to the agri-food companies in the region allowing for the management of their by-products in a sustainable manner. StormFisher is also relied upon by the London Economic Development Corporation (“LEDC”) as a marketing tool to attract other food processing businesses to the London area. With this food waste, StormFisher processes the materials through anaerobic digestion (“AD”) to produce biogas. Biogas is a methane-rich renewable fuel that is produced through the biological fermentation of food waste. Biogas can be used to generate electricity and/or upgraded into renewable natural gas (“RNG”). RNG is the lowest carbon intense fuel currently available in the marketplace and that can be used to heat homes or more preferably as a transportation fuel replacing diesel fuel.

StormFisher processes the materials to generate 2.85 megawatts (MW) per hour or approximately 22,500 megawatt-hours per year of renewable electricity which powers approximately 3,000 homes in the south London area. StormFisher is also in the midst of planning a facility expansion that would provide for the production of RNG. This means that StormFisher is able to support the *Waste-Free Ontario Act* and meet its goals of diverting food waste from landfills that would result in a reduction of greenhouse gas (“GHG”) emissions. The StormFisher facility also captures the nutrients found in the food waste and produces over 1,500 tonnes of an organic-based Canadian Food Inspection Agency (“CFIA”) approved fertilizer. This fertilizer is produced by utilizing the exhaust heat from the engines to create a nutrient-rich dried fertilizer that creates a closed loop system where the value of the food waste is recaptured and utilized. These activities support the Province’s efforts in realizing a circular economy for food waste as well as meeting the healthy soils initiatives.

As outlined earlier, since the acquisition of the facility, StormFisher has diligently improved its operations to ensure that it can process these materials in an environmentally sustainable manner while mitigating impacts on others including sensitive receptors surrounding the facility. We have gone to great lengths to engage all relevant stakeholders through our public liaison committee (“PLC”). The PLC meets quarterly with local neighbours, businesses, the City, MOECC, City Councillors, and the Middlesex-London Health Unit (Health Unit) among others.

In the past, StormFisher has invited City staff, City Councillors, and other relevant City stakeholders including the Advisory Committee on the Environment for tours of the facility so that stakeholders can better understand the work that is undertaken by StormFisher. StormFisher meets with MOECC staff on a monthly basis and are visited regularly by MOECC field staff to assess our operation in relation to environmental performance. Therefore, we as StormFisher, have and will continue to work with key stakeholders to diligently operate and improve our facility. Our continued diligence will allow us to expand our facility to process more organics in this innovative manner and support the City’s, the Province of Ontario’s, and Canada’s efforts to meet our climate change goals.

In an effort to provide more clarity on the local positive impacts of our operation to the community, StormFisher, from an economic perspective, puts over \$3.5M in economic activity back into the local community through operating costs, property taxes and local wages for direct labour at the facility. StormFisher currently employs over 20 staff ranging from process operators to millwrights and electricians in addition to engineering and administrative support. Indirect, spin-off jobs include truck drivers, mechanical and electrical contractors as well as staff at agri-food companies in the area. StormFisher also provides lower-cost alternatives for organic waste disposal by area food processors and commercial and institutional generators. StormFisher provides free food waste disposal services to the London Food Bank, the Your Turn program and supports food waste diversion initiatives undertaken by the London Environmental Network. StormFisher has also worked with the City on festivals for the diversion of food waste as well as other waste diversion efforts. It is also important to note that StormFisher has also followed the City model and created a Community Action Fund that directs a portion of the inbound processing fees to neighbours located within 1.5 kilometers of the facility. The Community Action Fund relies on the PLC as a means of determining where the funds are utilized.

Municipal/Provincial/Federal Context for Food Waste Recycling in the Low Carbon Economy

StormFisher believes that its operation is a solution to food waste recycling in the new low-carbon economy and addresses the needs of the Canadian and Ontario governments as well as the goals of the City in mitigating climate change and short-lived climate pollutants (“SLCP”). StormFisher has included more details on the programs that are relevant to these efforts in Exhibit A in addition to setting out its thoughts on how it is and can continue to be a partner for the City.

Initial Concerns with the Draft By-Law

StormFisher is aware that the City, MOECC, and residents in South London have been dealing with odour issues as a result of the waste management and industrial facilities located in the area for a considerable period of time. Over the past year, an increased focus by the City, MOECC has been placed on the area, specifically the 12 facilities, that have been identified as potentially causing odour issues not including agricultural operations.

The MOECC monitors these facilities and uses abatement and enforcement tools under the Environmental Protection Act (“EPA”) to ensure environmental compliance. The EPA gives the MOECC the authority to respond to and regulate odours. StormFisher follows a number of protocols to address odour-related feedback that it receives from the public.

1. The first protocol consists of PLC that was established in 2007 at the outset of the project. The PLC committee meets on a quarterly basis. Since StormFisher took over the facility in late 2015, the PLC meetings discussed the operations of the facility, modifications that the facility has made, complaints received from the area residents in addition to any other relevant points that have been brought up by the public.

2. The second protocol consists of responding to complaints received from the community within a specified period. StormFisher has a direct third party telephone line that has been set up to receive calls. The information related to these calls is sent directly to StormFisher as well as the MOECC district office and the MOECC Spills Action Centre. Complaints have also been received in the past by StormFisher directly. All calls are logged by StormFisher and investigated as quickly as possible. Once StormFisher has completed an investigation that may consist of a site visit to the location that the complaint was received from along with an assessment of the weather conditions using StormFisher's on-site weather station, StormFisher then provides a response to the MOECC generally within 24 hours of receiving the complaint to address the following questions:
 - i. Determination of the activities being undertaken at the Site at the time of the complaint/emission event;
 - ii. Meteorological conditions including, but not limited to the ambient temperature, approximate wind speed and its direction;
 - iii. Determination if the complaint/emission event is attributed to activities being undertaken at the Site and if so, the possible cause(s) of the complaint/emission event; and
 - iv. Determination of the remedial action(s), including but not be limited to those included in the Emergency Response and the Contingency Plan required by Condition 25 of this Approval, to address the cause(s) of the complaint/emission event, and the schedule for the implementation of the necessary remedial action(s).

StormFisher also provides feedback on whether it has detected another facility at the location of the complaint along with any other relevant information that would assist the MOECC in addressing the complaint.

3. The third protocol is that StormFisher then sends out a notification letter to the complainant on a monthly basis acknowledging that it has received the complaint.

Based on a review of the complaints that were received over the past two years, StormFisher has found inconsistent conclusions by various stakeholders. Many of the complaints were unsubstantiated by StormFisher and the MOECC. Having said this, StormFisher does recognize and is sensitive to the residential uses located in proximity to its facility.

StormFisher operates its facility in a heavy industrial zone and complies with the applicable zoning. StormFisher does acknowledge that the residential uses in the area can lead to challenging situations. StormFisher has worked, and continues to work, diligently with the MOECC and the neighbours to remedy any conflicts relating to the different uses. StormFisher is concerned that the City's proposal to hire an additional municipal by-law enforcement officer on a two-year temporary basis is short-sighted and will not effectively resolve the issue. This leads to significant duplication and overlap with the roles and responsibilities of the MOECC. We are also concerned that it would also lead to confusion from others on the appropriate parties that are responding to a complaint/inquiry from a local resident.

In relation to the pilot project for the City to test an odour detection device to enhance its monitoring capabilities, StormFisher has had experience with the tool that is being recommended – the “Nasal Ranger”. The “Nasal Ranger” is a qualitative tool that relies on a subjective assessment of odours and doesn’t address different sources that may emit similar odour types. Therefore, the validity of the data could easily be challenged. The procedures and protocols for monitoring the presence of odours would require further discussion as the pursuit of the odours from any industrial facility could lead to an officer chasing it around the City or region. Therefore, StormFisher would recommend a meeting to discuss monitoring tools that would be more appropriate and reliable for all key stakeholders.

The pilot period of two years with no clear outcome at the end of this period would lead to uncertainty for our business and negatively impact our current expansion plans as well as investment of other businesses in the local and greater London area. StormFisher is planning on investing over \$10M into the facility including odour mitigation measures; however, this may not be possible under the proposed by-law as financial institutions would be uncomfortable providing funding to the facility in light of the unclear outcome of the proposed trial period due to its location within the area targeted by the City. The StormFisher facility is zoned appropriately for the use and the proposed by-law would be impacting the growth and viability of our business.

In the discussion section of the City report, it states that the City must act in good faith and pass by-laws that respect the following matters:

- Economic, social, and environmental well-being of the municipality including respecting climate change;
- Health, safety, and well-being of persons; and
- Protection of persons and property including consumer protection.

Based on these conditions, StormFisher questions how the City is proposing to deal with food waste and lower natural gas usage through the use of this by-law. StormFisher is very concerned that by the City targeting of our business it is not acting in good faith and fails to take into consideration that we have no prior enforcement actions. StormFisher understands that it needs operate its facility in a prudent manner using good engineering practices; however, it asks that the City ensure that it acts as a leader in the health and protection of its people and businesses. StormFisher also requests that the City review and take into consideration its thoughts on municipal efforts in this area as outlined in Exhibit A.

The City staff refer to research undertaken to develop the City’s report on the proposed by-law amendment. It would be helpful for StormFisher and others, including our experts, to review the information being relied upon to support the City in its efforts to develop an appropriate by-law that adheres to its intended purpose and is complimentary to current abatement/compliance efforts. It would also be helpful for stakeholders to review the City’s data on the testing at the W12A landfill and Dingman pumping station. We are very surprised that the City failed to engage in or undertake any studies or investigation of the wastewater treatment plant that has received numerous complaints from neighbours in the past.

StormFisher attended the City's public participation meeting where City staff presented its report dated August 28, 2017 to the Planning and Environment Committee ("PEC") on this issue. StormFisher also understands the rationale for the City's efforts in this area. However, it was clear at that meeting that the neighbours were concerned with a number of operations including the City's landfill. StormFisher does not agree with the City's report being proposed that appears to target our operation and others in the area. StormFisher believes that it is unreasonable to exempt municipal facilities from its review as the City has received concerns from various stakeholders on its own landfill as well as other odour producing facilities in the City. This is especially surprising given the City's proposal to expand the landfill and the proposed resource recovery park which contemplates an anaerobic digestion facility that would produce RNG similar to what is currently being proposed by the StormFisher facility.

In relation to the "deeming provision", StormFisher would request further clarity on the definition of unreasonable odour. We note that odour levels are regulated by the MOECC through the ECA process. The protocols/procedures that are outlined in the City's report do not appear to be science-based and could lead to challenges related to acute odour incidents versus chronic issues. The MOECC, the appropriate regulatory body, goes to great lengths to provide guidance for design, permitting, compliance and enforcement of these types of facilities.

The draft by-law also contains daily maximum fines that are excessive and unreasonable. We note that these fines are in addition to any fines that may be imposed by the MOECC which is unfair. It is unclear on the rationale relied upon in developing the maximum fines and we are concerned about the lack of a clear procedure for determining the cause of the odour and the ability to mitigate the issue before fines were instituted. The by-law is also unclear as to how the funds acquired from the fines would be used and administered by the City. As currently drafted, the by-law would negatively impact the financing efforts for our facility and others in the area. Our concerns also apply to the City's effort to construct its own organics diversion facility at the landfill despite the unreasonable municipal exemption that is currently included in the draft by-law. StormFisher also notes that the maximum fines set out in the City's report are not inconsistent throughout the report. We question how the City proposes to reconcile this inconsistency.

Next Steps on Further Engagement

Based on the rationale outlined above, we request the City postpone its review and consideration of the current draft by-law and the public participation meeting. StormFisher believes that the City should meet with key stakeholders in the area and create a small working group to develop a workable solution that addresses the local resident's concerns in relation to a nuisance by-law. The working group should include the public, the greater London business community including businesses in South London as well as relevant agencies such as the MOECC and the Health Unit. StormFisher is concerned about the unintended consequences that may occur due to the current draft by-law as written in London as well as more broadly in Ontario in relation to the low carbon economy future that is being developed.

StormFisher would also propose that the City work closely with the industrial operations in South London including its own landfill to develop a local association that can communicate information to the local

neighbours and ensure constructive communication to all stakeholders. The pooling of resources can allow for continuous improvement of the facilities in the area, foster growth in the area and allow for the reinvestment of funds back into the local area. This model has been used in other areas of the Province and could be a model for the local area. The funding that was to be allocated for the municipal efforts could be used to initiate this association.

Should you have any questions, please feel free to reach out to me directly. If you would like to set up a tour of our facility, we are amenable to setting up a site visit. We would also like to thank the City for being the home for our operation as StormFisher is viewed as a leader in the diversion of organics from landfills and the production of high end organic-based fertilizers and bioenergy.

Sincerely,



Brandon Moffatt, P.Eng, MBA
StormFisher Environmental Ltd.
VP – Development
1087 Green Valley Road
London, Ontario
519-573-8719
bmoffatt@stormfisher.com

cc:

Orest Katolyk, City of London
George Kotsifas, City of London
Jay Stanford, City of London
Chris Guillon, StormFisher
Pearce Fallis, StormFisher
Harold Usher, City of London
Jared Zaifman, City of London
Matt Brown, City of London

Exhibit A

Municipal/Provincial/Federal Context for Food Waste Recycling in the Low Carbon Economy

Federal Government

Canadians are experiencing the effects of climate change across the country. The continued exposure to air pollution has negative effects on the health of Canadians along with degradation to the natural environment. Canada needs to take action on climate change through the implementation of the Pan-Canadian Framework on Clean Growth and Climate Change (the “Pan-Canadian Framework”). The Pan-Canadian Framework is Canada’s plan to grow the economy while reducing greenhouse gas (“GHG”) emissions and building resilience to adapt to a changing climate. It was developed in partnership with provinces and territories including Ontario, and in close consultation with Indigenous Peoples. Canada as a whole is committed to advancing measures that lead to cleaner air and healthier communities in partnership with provinces and territories.

Initially, Canada focused its efforts on short-lived climate pollutants (SLCPs) that are potent GHGs and air pollutants. SLCPs have a relatively short atmospheric lifetime as compared to longer-lived GHGs such as carbon dioxide (CO₂) that has a warming impact on the climate. The reduction of SLCPs can help achieve our climate and air quality objectives. SLCPs include methane and hydrofluorocarbons (HFCs), black carbon, which is a component of fine particulate matter (PM_{2.5}), and ground-level ozone. Recent studies indicate that global action on carbon dioxide and SLCPs together is needed to keep average global temperatures to no more than 1.5 to 2°C above pre-industrial levels this century, and to meet the temperature goals in the Paris Agreement. Reducing SLCP emissions can also result in significant air quality benefits. Implementation of black carbon, methane and ozone measures has the potential to reduce global warming in 2050 by approximately 0.5°C and by approximately 0.7°C in the Arctic by 2040. It will also prevent more than two million premature deaths worldwide each year and avoid global crop losses of more than 30 million tonnes annually by 2030. Air quality benefits would be felt mainly within the countries where such measures are implemented. Consequently, SLCP mitigation has garnered significant attention in Canada and internationally.

Methane, is a potent GHG, and estimated to be 86 times more powerful of a warming agent than CO₂ over a 20-year period, and 34 times more potent than CO₂ over a 100-year period. In addition to its significant climate impacts, methane contributes to the formation of ground-level ozone. For clarity on the amount of methane released, in Canada, 4,300 kilotonnes of methane was emitted in 2014, accounting for 108 megatonnes of CO₂e, or 15%, of Canada’s total GHG emissions (using the most recent GWP for methane, this is equivalent to 361.2 megatonnes of CO₂ emissions over a 20-year period). The oil and gas sector accounted for 44% of Canada’s methane emissions in 2014, largely from oil and natural gas fugitive sources, including venting and flaring, while the remainder of Canada’s methane emissions is largely from agriculture and solid waste disposal (e.g. landfills). In an effort, to scope the issue for food waste, methane emissions from the decomposition of organic waste in landfills is 22,000 kilotonnes of CO₂e in emissions in Canada (2017 Canadian National Inventory Report). In terms of mitigation strategies for food waste,

the most effective and economical solution for the disposal of organic waste is anaerobic digestion. Anaerobic digestion converts organic waste into biogas that can subsequently be utilized in electricity generation or as an offset for fossil fuel natural gas and other fossil fuels. The services provided by StormFisher are integral to support the federal government's efforts to mitigate climate change.

Provincial Government

The Province has also implemented the Waste-Free Ontario Act (WFOA) and the Climate Change Action Plan (CCAP). The WFOA includes a pillar that focuses on the diversion of organics from landfills. Food and organic wastes make up approximately one-third of Ontario's waste stream. This includes organic waste generated at homes, such as food waste and leaf and yard waste in addition to the food waste produced by the ICI sector including food processors, wholesalers, grocery stores and restaurants.

The Province has indicated that when food and organic wastes are sent to the landfill, Ontario loses valuable resources that could be used to support healthy soils as well as create opportunities to reduce GHG emissions including enhancing soil carbon storage through the use of organic-based fertilizers. As an example, households are responsible for approximately 47 percent of food waste; food and organic wastes represent a significant threat to our climate change progress.

In 2014, Ontario's waste sector was responsible for 9.4 megatonnes (MT) of GHG emissions – approximately six per cent of the provincial total with 90 percent of these emissions coming from solid waste disposal in landfills – most of which came from organic waste. To address the issue, the province reaffirmed its commitment to develop a plan to reduce the amount of food waste and organic materials going to landfill as part of Ontario's Climate Change Action Plan. StormFisher is an active participant in the development of this framework and the implementation of activities including anaerobic digestion as a solution for these materials. The directive from the Province is that municipalities and the ICI sector must do more to divert materials from landfills and stop siting and expanding landfills. It is clear that the development of infrastructure such as StormFisher's anaerobic digestion is required and must be done in a prudent manner to address appropriate siting, design criteria and standard operating procedures.

City of London

On a municipal level, the City is well aware that London's weather is changing and it is working to adapt to a changing climate that requires municipal government to take action to protect our natural, built and social environments. These planning efforts include pro-actively adopting appropriate strategies that will lead to greater safety and well-being as opposed to simply waiting for climate change to happen. The City has been progressive in implementing an interdisciplinary team from the City of London service areas and London agencies. The purpose of the interdisciplinary team is to inventory climate change risks and analyze the approaches commonly used by municipalities to shape London's approach to Climate Change Adaptation. It is also clear that since 2003, the City has used energy efficiency and conservation practices to tackle air quality and climate change. The City of London has been an active participant within the

Federation of Canadian Municipalities' Partners for Climate Protection program and the International Compact of Mayors program.

In relation to waste management practices, the City has started the development of a long-term Residual Waste Disposal Strategy. The Strategy involves the development of a long-term plan to manage residual waste and involves completion of an Individual Environmental Assessment (EA) in consideration of the following:

- expanding the W12A Landfill Site;
- developing solutions that will manage residual waste until 2050 (25 years beyond the current approved capacity of the W12A Landfill);
- exploring the possibilities for allowing neighbouring municipalities to use any new/expanded waste disposal facilities developed by the City, approved by the Province and under conditions approved by Municipal Council;
- limiting the amount of Residual Waste that will be accepted at any new/expanded waste disposal facilities; and
- committing to increasing the current London residential (household) waste diversion rate to 60% by 2022, from the current rate of 45%.

To plan for the future, the City has started developing a long-term Resource Recovery Strategy. The Resource Recovery Strategy includes a plan to maximize waste reduction, reuse, recycling and resource recovery in an economically viable and environmentally responsible manner. The Resource Recovery Strategy will identify:

- areas of continuous improvement to maximize waste reduction, waste diversion and resource recovery including increasing the current London household waste diversion rate to 60% by 2022 from the current rate of 45%;
- opportunities for advanced resource recovery and increased waste diversion through new, emerging and next generation technologies and where these technologies may play a role in London and area;
- areas to reduce or maintain current costs of City programs;
- ways in which to support local job creation efforts;
- ways in which to maximize program convenience to Londoners; and,
- methods to align with Provincial direction and the Waste Free Ontario Act.

Based on the City's report titled "Organic Materials – Maximizing Resource Recovery from Waste Through Biogas and RNG Production" dated April 2017, StormFisher believes that the City has acknowledged that the processes that StormFisher undertakes at its facility are a necessary service for the businesses of London and can support the City's efforts for organic waste diversion and the production of RNG that is currently planned at the StormFisher facility. Therefore, StormFisher believes that it should be viewed by the City as a partner in the City's efforts to mitigate climate change.

2ND REPORT OF THE
ANIMAL WELFARE ADVISORY COMMITTEE

Meeting held on February 1, 2018, commencing at 5:00 PM, in Committee Room #4, Second Floor, London City Hall.

PRESENT: D. Simpson (Acting Chair), H. de Hoog, M. Gelinas, A. Hayes and P. Lystar and J. Bunn (Acting Secretary).

ABSENT: K. Ashe, W. Brown, E. Nicholas and M. Toplack.

ALSO PRESENT: R. Oke.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. SCHEDULED ITEMS

2. Permitted Animal List for Pet Store Sales and New Regulations

That it BE NOTED that the Animal Welfare Advisory Committee heard a verbal delegation from J. Reid, Pet Paradise and received the attached notes with respect to the proposed permitted animal list for pet store sales and new regulations.

3. Beaver Lodge Destruction

That the scheduled delegation from J. MacKay, Ecologist, with respect to beaver lodge destruction, BE DEFERRED to the next meeting of the Animal Welfare and Advisory Committee.

III. CONSENT ITEMS

4. 1st Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 1st Report of the Animal Welfare Advisory Committee, from its meeting held on January 4, 2018, was received.

IV. SUB-COMMITTEES & WORKING GROUPS

None.

V. ITEMS FOR DISCUSSION

5. Dog Influenza – Preventative Measures

That the communication from K. Ashe, with respect to dog influenza and preventative measures related to it, BE DEFERRED to the next meeting of the Animal Welfare Advisory Committee.

6. Emergency Veterinary Clinics

That it BE NOTED that the Animal Welfare Advisory Committee (AWAC) held a general discussion related to emergency veterinary clinics in London and the lack of veterinary services for small companion animals; it being noted that the AWAC heard a verbal delegation from N. Lavery, a citizen of London who works at an emergency veterinary clinic, with respect to this matter.

7. Animal Control By-law (PH-3) – Update

That it BE NOTED that the Animal Welfare Advisory Committee heard a verbal update from R. Oke, Animal Control and Welfare Coordinator, related to the Animal Control By-law (PH-3).

VI. DEFERRED MATTERS/ADDITIONAL BUSINESS

8. (ADDED) Wildlife and Companion Animal Sub-Committee Report

That the Wildlife and Companion Animal Sub-Committee Report BE DEFERRED to the next meeting of the Animal Welfare Advisory Committee.

VII. ADJOURNMENT

The meeting adjourned at 5:34 PM.

NEXT MEETING DATE: March 1, 2018

Concerning the permitted list.

Fish

This is one of the most worrisome of the by laws currently being created especially of the goal is to preserve wild life.

Project Piaba

- Massive Sustainable Fishing Initiative
- Exports over 40 million ornamental fish a year out of south america
- Fish are collected from various rivers that vanish during the dry season killing millions of fish per year, certain rivers are also closed off from collection during certain seasons
- You have to also take into account that the majority of fish in captivity would be lucky to reach the first year of their life in the wild if they even have a chance to hatch
- There slogan is "buy a fish, save a tree" the less income there is coming from the fish trade the more people will turn devastating the forest for income, which is already a massive problem as is
- The primary threat for wild fish is not the collection of them especially when done properly and in a sustainable matter

Reptiles

- What is considered a wild animal
- Different Terms Captive Bred, Captive Hatched, Farmed, and Wild
- Certain countries only deal with farmed animals such as Nicaragua
- There are two primary organization that have a big impact on what animals we are able to bring in from other countries.
- IUCN is responsible for deciding what species are threatened
- CITES is responsible for assuring that the trade of endangered wild life does threaten the species this includes all animals from reptiles to fish as well as plants
- We also have to keep in mind that that if we do not introduce new blood lines every few generation we will begin to see deformed animals as well as neurological problems.
- We have customers that have certain species that are lizard or frog eaters that are only readily available wild caught.
- For both fish & reptiles
- Main threat include dams such as the Belo Monte in Brazil. Clear cutting of tropical forest. A various toxic spill from oil to mining dam reservoir.
- A couple years ago a joint mining operation between Brazil and Australia has dam burst containing a large amount of mining waste from an iron mine, which reached all the way to the Atlantic
- These are the main threats to wild life
- The number of collection for the trade is minuscule in comparison to human related accidents wiping out an entire habitat
- Another point worth mentioning if the concern is our own environment from species being released then there should be a bylaw restricting people from having out door cats as they are the single most invasive and destructive species in the world under humans

Amphibians

- It doesn't make any sense to make a municipal law on a topic that has recently had a federal banned
- It was decided that the main threat in regards to the fungus and virus mentioned are salamanders & newts
- Does not survive above 25C or below 5C
- Water born pathogen
- Will be brought in from captive bred fish, food fish, or anything that has come into contact with water
- So if the bylaw is being made to reduce the risk of the fungus coming into the country it won't even make a dent
- It has already been in Canada for a long time if it was going to effect our native population it would have already happened, but it can not thrive in our climate

Our current by laws in regards to reptile nearly are already extremely poor nearly ban every species sold when it reaches adult hood.

- 99% of snakes and even including garter snakes will exceed 2 feet
- Bearded dragon which are among the most common pet lizard will break the current by law
- There are lizards that are 3inches long with tails 10-12 inches
- And then even some small geckos that do better in groups can't be kept properly do to the bylaw limiting the amount you can have which is 2.
- Yet we let people have 8 cats so long as they are fixed
- Even with all that, we add more and more bylaws which are unenforceable
- Who that works for the city can possibly identify a wild caught animal from something captive bred
- What would happen of if all of a sudden these by laws actually start getting enforced
- London has a massive reptile hobbyist population
- Where would the animals go? Would a facility be built to house it all? Where would the funding come from?
- Or would we euthanize thousand of animals, that on its on would cost a fortune not to mention cause a PR nightmare for the city
- Our old by laws primarily regarding reptiles were created during a time period when many people disliked those animals, and the by laws reflected that allowing people to own nearly nothing, fast forward nearly some 20 years the by laws were untouched and every reptile owner in the city is breaking the bylaws today in a society were reptiles are more accepted as pets along side cats & dogs
- These by laws should have been improved to benefit both the animals as well as the owners of these animals
- The by-laws were needing to be changed but not in this manner
- I think this is in part due to more people within the city having concerns regarding cats, dogs and other small animals, not so much reptiles, amphibians and arachnids
- I believe more people would speak out about their concerns regarding these other animals if it wasn't for the fear of drawing attention to themselves and the animals they already own
- I think it would be beneficial to have someone on the committee that was involved with one of the pet stores within the city as well as someone who has knowledge reptiles, fish, amphibians and arachnids.

1ST REPORT OF THE
ACCESSIBILITY ADVISORY COMMITTEE

Meeting held on January 25, 2018, commencing at 3:00 PM, in Committee Room #4, Second Floor, London City Hall.

PRESENT: J. Madden (Chair), M. Cairns, M. Dawthorne, A. Forrest, N. Judges, P. Moore, K. Ramer, J. Sanders and K. Schmidt and J. Bunn (Secretary).

ABSENT: L. Chappell, J. Higgins, J. Menard and F. Simmons.

ALSO PRESENT: C. Da Silva, K. Husain, V. Kinsley, S. Maguire, J. Michaud and J. Tansley.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Election of Chair and Vice Chair for the term ending November 30, 2018

That it BE NOTED that the Accessibility Advisory Committee elected J. Madden and M. Dawthorne as Chair and Vice Chair, respectively, for the term ending November 30, 2018.

II. SCHEDULED ITEMS

3. The Forward Movement – Dynamic Symbol of Access (DSA)

That the attached presentation from D. Ruston, The Forward Movement, related to the Dynamic Symbol of Access (DSA) movement, BE RECEIVED; it being noted that the Accessibility Advisory Committee supports the principle of this proposal.

4. Blind/Deaf Child Signs

That the subject of warning signs (e.g. Deaf/Blind Child signs) BE REFERRED to the Policy Sub-Committee for review; it being noted that item 17 on the approved 2017 Accessibility Advisory Committee Work Plan is to review Deaf/Blind Child at Play signs; it being further noted that the ACCAC heard a verbal delegation from S. Maguire, Division Manager, Roadway Lighting and Traffic Control, related to this matter.

5. Site Plan Review Checklist

That the attached Site Plan Checklist BE IMPLEMENTED in the Site Plan Approval Process; it being noted that item 5 on the approved 2017 Accessibility Advisory Committee (ACCAC) Work Plan is related to the review of Site Plans; it being further noted that the ACCAC heard a verbal delegation from M. Pease, Manager, Development Planning, with respect to this matter.

6. Community Gardens Update

That it BE NOTED that the attached presentation from V. Kinsley, Supervisor, Community Development, related to Community Gardens, was received.

III. SUB-COMMITTEES & WORKING GROUPS

7. Policy Sub-Committee Report

That delegation status at an upcoming Community and Protective Services Committee meeting BE REQUESTED related to the previous resolution with respect to the Mayor's New Year's Honour List Award for Accessibility; it being noted that the Accessibility Advisory Committee reviewed the submission of the Policy Sub-Committee to the Manager, Licensing and Elections with respect to the Accessible Election Plan.

IV. CONSENT ITEMS

8. 10th Report of the Accessibility Advisory Committee

That it BE NOTED that the 10th Report of the Accessibility Advisory Committee, from its meeting held on November 23, 2017, was received.

9. Accessibility Directorate of Ontario: New Accessibility Laws Publication

That it BE NOTED that the communication dated November 10, 2017, from A. Spencer, the Accessibility Directorate of Ontario, related to the new publication "What Ontario's Accessibility Laws Mean to You", was received; it being noted that a copy of the above-noted publication is on file in the City Clerk's Office.

10. Municipal Council Resolution - Appointments to the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution from its session held on November 28, 2017 related to the appointments of N. Judges and P. Moore to the Accessibility Advisory Committee, was received.

11. Municipal Council Resolution - Appointments to the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution from its session held on December 12, 2017, related to the appointments of K. Ramer and K. Schmidt to the Accessibility Advisory Committee, was received.

12. Municipal Council Resolution - 10th Report of the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution from its session held on December 12, 2017, related to the 10th Report of the Accessibility Advisory Committee, was received.

13. Municipal Council Resolution - Community Mental Health and Addiction Strategy

That it BE NOTED that the Municipal Council resolution from its session held on December 12, 2017, related to the Community Mental Health and Addiction Strategy for London: Moving Forward Together, was received.

14. Requested Pathway Link between Gibbons Park and the London Middlesex Housing Corporation

That it BE NOTED that the communication dated January 9, 2018, from J. Bruin, Manager, Parks and Open Space Design, related to a pathway link between Gibbons Park and the London & Middlesex Housing Corporation apartment located on Wharncliffe Road, was received.

V. ITEMS FOR DISCUSSION

15. 2017 and 2018 Work Plans

That discussion related to the Accessibility Advisory Committee (ACCAC) 2017 and 2018 Work Plans BE DEFERRED to the February meeting of the ACCAC.

VI. DEFERRED MATTERS/ADDITIONAL BUSINESS

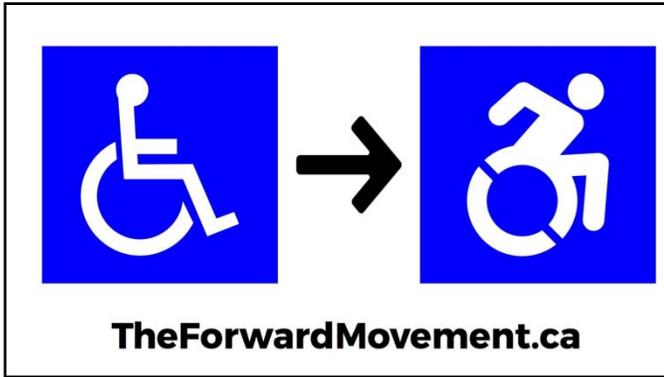
16. (ADDED) Trails Focus Group Recognition

That it BE NOTED that the communication from L. McDougall, Ecologist, related to a recognition event for the Trails Focus Group members, was received.

VII. ADJOURNMENT

The meeting adjourned at 5:07 PM.

NEXT MEETING DATE: February 22, 2018





Why this Symbol?



- The Dynamic Symbol is an improvement to the old in major ways: (i) the person in the new image is more defined than the one in the old image, and (ii) the new image shows movement, a symbolic action that emphasizes different abilities, reframing the way society views and interacts with persons with a disability.
- The change in symbol has also created a medium for conversations about physical access, social inclusion, disability rights. The new symbol is a catalyst for a much needed culture shift on these issues.



Why this Symbol?



- International Symbol **indicates** barrier-free access to places, vehicles, and entrances
- To avoid confusing people who require barrier-free access, we chose to keep the wheelchair component
- Though similar enough to recognize, the change is still attention grabbing, promoting differing ability and prompting dialogue about accessibility and disability rights
- Precedent: The states of New York and Connecticut, Numerous cities in British Columbia and Ontario already formally adopted the symbol



“Nothing About Us, Without Us”





The 70+ can be found at www.theforwardmovement.ca/partners



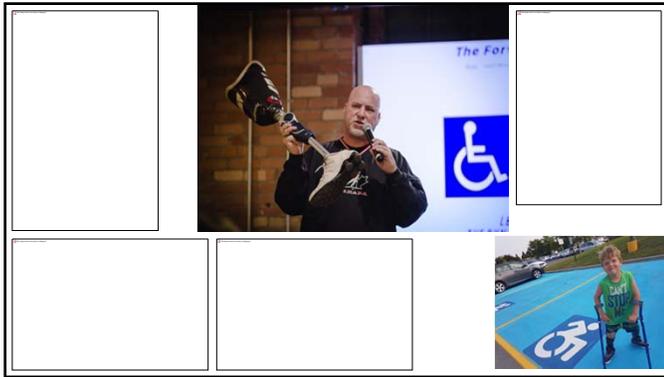
 Not Just a Symbol Change 



=

- Medium for education
- Sparks conversation
- Awareness events







Updates



- May 30th 2017, we tabled a resolution at Queen’s Park asking the province to adopt the Symbol in the Highway Traffic Act and Building Code **for future use**
- October 17th, 2017 we presented our campaign to Minister Tracy MacCharles and the Ministry’s Accessibility Standards Advisory Council
- We have successfully presented to municipal accessibility advisory committees of many cities:
 - Hamilton, Toronto, Sarnia, Stratford, Guelph, Waterloo, Kitchener and Wellington, Cambridge, and numerous cities in B.C.
- We are presenting to:
 - Kingston, Whitby, Mississauga, Belleville



Our Ask



- To recommend to City Council to **pass a resolution endorsing our campaign’s provincial efforts and adopt the Dynamic Symbol of Access where permitted**
- *Help spread awareness of our campaign/ endorsement via city communication/social media*
- *When changing/adding symbol of access in government building, use dynamic symbol where permitted (Old symbol only legislated in a few places)*
- *Collaborate on awareness event*
- *Connect us with local organizations for endorsement/ collaboration*

Contact

Jonathan Silver, Dylan Itzikowitz, Deana Ruston

hello@theforwardmovement.ca

Twitter @theforwardmove

Facebook @theforwardmovement.ca



Accessibility Review Checklist - Site Plan

Reset Form

Accessibility Advisory Committee & Development Services

The Corporation of the City of London

The following checklist is designed for use by applicants in preparation of Site Plans and by City Staff when reviewing accessibility issues related to Site Plan Applications.

The following checklist is recognized by members of the Accessibility Advisory Committee in accordance with their advisory responsibilities.

Project Information		
Submission Date	Project Name or Reference Number	Application Number
Date Reviewed	Street Address	
Type of Application <input type="radio"/> New Construction <input type="radio"/> Renovation		

Applicant Contact Information	
Applicant(s)	Email Address
Telephone Number	Street Address

Site Plan Designer Contact Information	
Site Plan Designer(s)	Email Address
Telephone Number	Street Address

Site Plan Designer Statement
<p>I, _____ (<i>name</i>), of _____ (<i>firm name</i>), am the author of the Site Plan for _____ (<i>address</i>) and am responsible for its design.</p> <p>I hereby declare that the statements made by me in this questionnaire are, to the best of my knowledge and belief, a true and complete representation of the proposed works.</p> <p>Designer's Stamp:</p>

Using the Site Plan Accessibility Review Checklist

The Accessibility Checklist has been developed as a tool by the Accessibility Advisory Committee and by City Staff to comprehensively review Site Plan Applications against relevant legislation & to flag any accessibility related issues, and for Designers to ensure that their designs meet the legislated accessibility requirements.

When requested by City Staff, the Checklist is to be completed by the Site Plan Designer on a per-item basis to score accessible features of the Site Plan. The PDF document will generate new checklist pages for each feature & each feature should be identified by the designer by a sequential number or letter. If you are completing the checklist on paper please print off or photocopy additional pages to score each instance of an accessible feature.

For larger or complex sites, notes may be incorporated into the Site Plan to link each feature with its checklist page.

For smaller or less-complex sites, each features location can be identified in its comments section.

Introduction

The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) establishes the goal of an accessible Ontario by 2025. This will be achieved through the implementation of mandatory accessibility standards relating to customer service, transportation, information and communications, employment and the built environment. Both public and private sector organizations are required to implement these standards in phases. Accessibility is also regarded as one of the City's strategic initiatives in the City of London's Strategic Plan.

This Site Plan Accessibility Review Checklist provides the development community and City staff with a proactive and systematic approach to the review of Site Development Applications in order to ensure that the built environment represents barrier-free design that implements the goals and objectives of the AODA (2005), City of London's Accessibility Policy and City of London's Accessibility Plan.

The Site Plan Accessibility Review Checklist will be updated regularly in light of any changes to the AODA (2005), Ontario Building Code (Section 3.8), and/or City Official Plan and Zoning By-law provisions.

This Site Plan Accessibility Review Checklist covers 7 specific target areas:

- | | |
|------------------------------|----------------------|
| 1) Parking Areas; | 4) Signage |
| 2) Entrance Areas; | 5) Lighting; and |
| 3) Exterior Paths of Travel; | 6) Outdoor Furniture |
| a) Ramps | c) Curb Ramps |
| b) Stairs | d) Depressed Curbs |

By asking the Applicant/Owner the questions listed in the Site Plan Accessibility Review Checklist, accessibility can be gauged, evaluated, and integrated into each proposal.

The checklist will also:

- Standardize the review of Site Development Applications with specific criteria that promotes universal design for new developments;
- Contribute to providing an equitable, flexible, and intuitive built form; and,
- Promote the education and awareness to the development community about the importance and potential economic benefit of constructing safe, accessible, and universally-designed developments.

The City of London recommends that the Applicant/Owner review the following documents, prior to completing and submitting the Site Plan Accessibility Review Checklist with their Site Development Application submission:

- A) AODA, Accessibility for Ontarians with Disabilities Act, 2005
- B) O Reg 191/11, Integrated Accessibility Standard
- C) O Reg 413/12, Integrated Accessibility Standard, Dec 2012 (Amending O. Reg 191/11)
- D) FADS, City of London Facility Accessibility Design Standards, Nov 2007
- E) Z-1, City of London Parking By-Law, Section 4.19, July 2014

IMPORTANT: The requirements under this Site Plan Accessibility Review Checklist apply to only the site and exterior of the building. Accessibility requirements for the interior of the building are set out under Section 3.8 of the Ontario Building Code titled "Barrier-free Design", and is not included in this checklist.

APPROVAL VERIFICATION
FOR INTERNAL USE ONLY

<i>apply stamp here</i>	Reviewed By	
	Staff Name	Department
	Title/Position	Contact

<i>apply stamp here</i>	Reviewed By	
	Staff Name	Department
	Title/Position	Contact

<i>apply stamp here</i>	Reviewed By	
	Staff Name	Department
	Title/Position	Contact

1. Accessible Parking Areas

This section **does not** apply

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
	<p>PROVISION: does the proposal comply with the parking requirements for barrier-free parking spaces with respect to size and number of spaces?</p>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<p>Z-1-14, Sect. 4.19</p> <p>O Reg. 413/12, Sect. 80.36</p>	<p>As follows:</p> <p>i) One (1) space (Type A) where there are 12 parking spaces or fewer, or</p> <p>ii) Four (4) percent of the total number of spaces, where there are between 13 and 100 parking spaces, or</p> <p>iii) One (1) space and an additional Three (3) percent, where there are between 101 and 200 parking spaces, or</p> <p>iv) Two (2) spaces and an additional Two (2) percent, where there are between 201 and 1,000 parking spaces, or</p> <p>v) Eleven (11) spaces and an additional One (1) percent, where there are more than 1,000 parking spaces</p> <p>vi) Note; the number of accessible spaces provided shall be included as part of total parking required/provided for the site.</p>			
Comments				

BEST PRACTICE The above number of spaces provided are at-minimum only, greater number of spaces are encouraged particularly where features of business or environment favour inclusive participation

BEST PRACTICE For the purpose of providing parking spaces the following factors should also be considered relative to user convenience:
 * Protection from weather * Security * Lighting * Maintenance

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
Z-1-14, Sect. 4.19 O Reg. 191/11, Sect. 80.23	LOCATION: are barrier free parking spaces located on the shortest possible accessible route to the barrier-free entrance?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	PATH OF TRAVEL: 1500mm wide to accessible entrance (minimum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	SURFACE: firm, stable, and slip resistant	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	OVERHEAD CLEARANCE: 2100 mm (minimum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE Strong consideration should be given to both proximity to barrier-free entrance with relation to distance of travel and slope of surface

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
Z-1-14 Sect. 4.19	DIMENSIONS: are barrier free parking spaces provided with the following dimensions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	LENGTH: 5800 mm x WIDTH: 3400 mm (type A) or 2400 mm (Type B)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	ACCESS AISLE: 1500 mm wide, clearly marked, adjacent to accessible parking space (note: two adjacent parking spaces may share an access aisle)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	RUNNING SLOPE: 1:50 (2%) (maximum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	CROSS SLOPE: 1:50 (2%) (maximum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE The above noted dimensions are minimum/maximums only, exceeding published requirements are encouraged

DO YOU HAVE ANOTHER AREA OF ACCESSIBLE PARKING?

ACCESSIBLE PARKING SPACE CALCULATOR**Clear Calculated Fields****A) 12 parking spaces or fewer:**

Total number of spaces provided: x = number of accessible parking spaces:

B) between 13 and 100 parking spaces:

Total number of spaces provided: x = number of accessible parking spaces:

C) between 101 and 200 parking spaces:

Total number of spaces provided: x + = number of accessible parking spaces:

D) between 201 and 1,000 parking spaces

Total number of spaces provided: x + = number of accessible parking spaces:

E) greater than 1,000 parking spaces

Total number of spaces provided: x + = number of accessible parking spaces:

2. Entrance Areas

This section **does not** apply

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
	PROVISION: does the proposal include a passenger loading zone relative to the building entrance?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Z-1-14 Sect. 4.19	LOCATION: within 30 m of accessible entrance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	LENGTH: 7000 mm x WIDTH: 2000 mm, clearly marked	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	VERTICAL CLEARANCE: 2750 mm throughout vehicular pull-up space and passenger loading zone	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	PATH OF TRAVEL: 1800 mm wide to accessible entrance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE

The above noted dimensions are minimum/maximums only, exceeding published requirements are encouraged

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
O.B.C Sect. 3.8	BUILDING ENTRANCE: PROVISION: At least one (1) accessible entrance or 50% of the total number of building entrances shall be provided	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE

PREFERRED: All main entrances to be accessible, with level access

DO YOU HAVE ANOTHER ENTRANCE AREA?

3. Exterior Paths of Travel

This section **does not** apply

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
PROVISION: does the proposal comply with the requirements for barrier-free Exterior Paths of Travel?		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-1	CLEAR WIDTH: 1500 mm (minimum) (may be reduced to 1200 mm as turning space for curb ramp)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-2	HEAD ROOM CLEARANCE: 2100 mm (minimum) (may be reduced if railing, barrier, or cane detectable leading edge is provided around object)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-3	SURFACE: firm, stable	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-4	SURFACE: slip-resistant	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-5	GRATINGS AND OPENINGS: 20 mm (maximum diameter), perpendicular to direction of travel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-6	RUNNING SLOPE: 1:20 (5%) (maximum) Note: sidewalks can be greater, but not steeper than adjacent roadway	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-7	CROSS SLOPE: 1:20 (5%) (maximum) Note: only where surface is asphalt or concrete, no more than 1:10 (10%) in all other cases	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-8	CHANGES IN LEVEL: i) maximum 1:2 bevel at changes between 6 mm and 13 mm ii) maximum running slope 1:8 or curb ramp at changes between 13 mm and 75 mm iii) maximum running slope 1:10 or curb ramp at changes between 75 mm and 200 mm iv) must have ramp at changes in level greater than 200 mm	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.23-9	ENTRANCE OPENINGS: 850 mm clear (minimum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE

The above noted dimensions are minimum/maximums only, exceeding published requirements are encouraged

DO YOU HAVE ANOTHER EXTERIOR PATH OF TRAVEL?

3a. Ramps

This section **does not** apply

Std. Ref. #	Requirements	Compliance		
<p>APPLICATION: TO BE PROVIDED where change in elevation is greater than 200mm Note: slopes greater 1:20 (5%) are considered as ramps</p>				
O Reg 191-11 80.24-1	CLEAR WIDTH: 1100 mm (minimum), between handrails	Yes <input type="radio"/>	No <input type="radio"/>	N/A <input type="radio"/>
O Reg 191-11 80.24-2	SURFACE: firm, stable, and slip-resistant	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.24-3	SURFACE: slip-resistant	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.24-4	RUNNING SLOPE: less than 1:15 (6.67%) (maximum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.24-5	LANDING: Note: if ramp length exceeds 9000 mm, a landing is provided	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Provided at top, bottom, intermediate level, or where there is any directional change	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Dimension: at least 1,670mm x 1670 mm square, at the top and bottom of ramp and where there is an abrupt change in direction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Dimension: at least 1,670mm in length and at least the same width of the ramp for an in-line ramp	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Dimension: maximum cross slope 1:50 (2%)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.24-6	OPENINGS: where a ramp has openings in it's surface, the openings must be less than 20mm diameter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	OPENINGS: where a ramp has openings in it's surface, any elongated openings must be oriented approximately perpendicular to the direction of travel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.24-7	HANDRAILS: a ramp must be equipped with handrails on both sides, and the handrails must;			
	be continuously graspable along their entire length and have circular cross-section with an outside diameter not less than 30 mm and not more than 40 mm	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	be not less than 865 mm and not more than 965 mm high, measured vertically from the surface of the ramp, except that handrails not meeting these requirements are permitted provided they are installed in addition to the required handrail	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	terminate in a manner that will not obstruct pedestrian travel or create a hazard	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	extend horizontally not less than 300 mm beyond the top and bottom of the ramp	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	be provided with a clearance of not less than 50 mm between the handrail and any wall to which it is attached, and be designed and constructed to withstand loading values (see document)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
O Reg 191-11 80.24-8	Where the ramp is more than 2,200mm in width one or more intermediate handrails shall be provided so that there is no more than 1,650 mm between handrails (see handrail requirements)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.24-9	WALL or GUARD: a ramp must have a wall or guard on both sides, and when a wall or guard is provided, it must;			
	be not less than 1,070 mm measured vertically to the top of the guard from the ramp surface, and be designed so that no member, attachment or opening located between 140 mm and 900 mm above the ramp surface being protected by the guard will facilitate climbing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.24-10	EDGE PROTECTION: a ramp must have edge protection that is provided;			
	with a curb at least 50 mm high on any side of the ramp where no solid enclosure or solid guard is provided, or with railings or other barriers that extend to within 50 mm of the finished ramp surface	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE	The above noted dimensions are minimum/maximums only, exceeding published requirements are encouraged
----------------------	---

DO YOU HAVE ANOTHER RAMP?

3b. Stairs

This section does not apply

Std. Ref. #	Requirements	Compliance		
APPLICATION: Where stairs connect to exterior paths of travel, the stairs must be;				
O Reg 191-11 80.25-1	SURFACE: slip-resistant	Yes ○	No ○	N/A ○
O Reg 191-11 80.25-2	UNIFORM: consistent rise and runs in any one flight	○	○	○
O Reg 191-11 80.25-3	RISER: the rise between successive treads must be between 125 mm and 180 mm	○	○	○
O Reg 191-11 80.25-4	RUN: the run between successive steps must be between 280 mm and 355 mm	○	○	○
O Reg 191-11 80.25-5	RISER: stairs must have closed risers	○	○	○
O Reg 191-11 80.25-6	NOSING PROJECTION: on a tread must be no more than 38 mm, with no abrupt undersides	○	○	○
O Reg 191-11 80.25-7	TONAL CONTRAST: must have markings that extend the full tread width of the leading edge of each step	○	○	○
O Reg 191-11 80.25-8	TACTILE INDICATORS: Stairs must be equipped with tactile walking surface indicators that are built in or applied to the walking surface, and the tactile walking surface indicators must			
	have raised tactile profiles, and have a high tonal contrast with the adjacent surface	○	○	○
	be located at the top of all flights of stairs	○	○	○
	extend the full tread width to a minimum depth of 610 mm commencing one tread depth from the edge of the stair	○	○	○
O Reg 191-11 80.25-9	HANDRAILS: a stair must be equipped with handrails on both sides, and the handrails must;			
	be continuously graspable along their entire length and have circular cross-section with an outside diameter not less than 30 mm and not more than 40 mm	○	○	○
	be not less than 865 mm and not more than 965 mm high, measured vertically from the surface of the step tread except that handrails not meeting these requirements are permitted provided they are installed in addition to the required handrail	○	○	○
	terminate in a manner that will not obstruct pedestrian travel or create a hazard	○	○	○
	extend horizontally not less than 300 mm beyond the top and bottom of the stair	○	○	○

Std. Ref. #	Requirements	Compliance		
	be provided with a clearance of not less than 50 mm between the handrail and any wall to which it is attached, and be designed and constructed to withstand loading values (see document)	Yes <input type="radio"/>	No <input type="radio"/>	N/A <input type="radio"/>
O Reg 191-11 80.25-10	WALL or GUARD: a guard must be provided that is not less than 920 mm, measured vertically to the top of the guard from a line drawn through the outside edges of the stair nosings and 1,070 mm around the landings and is required on each side of a stairway where the difference in elevation between ground level and the top of the stair is more than 600 mm but, where there is a wall, a guard is not required on that side	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.25-10	Where a stair is more than 2,200mm in width one or more intermediate handrails shall be provided so that there is no more than 1,650 mm between handrails (see handrail requirements)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE	The above noted dimensions are minimum/maximums only, exceeding published requirements are encouraged
----------------------	---

DO YOU HAVE MORE STAIRS?

3c. Curb Ramps

This section does not apply

Std. Ref. #	Requirements	Compliance		
<p>APPLICATION: Where a curb ramp is provided on an exterior path of travel, the curb ramp must align with the direction of travel and meet the following requirements Note: "curb ramp" means a ramp that is cut through a curb or that is built up to a curb</p>				
O Reg 191-11 80.25-2	CLEAR WIDTH: 1200 mm (minimum) exclusive of any flared sides	Yes <input type="radio"/>	No <input type="radio"/>	N/A <input type="radio"/>
O Reg 191-11 80.25-3	RUNNING SLOPE: i) maximum 1:8, where elevation is less than 75mm, and ii) maximum of 1:10, where elevation is between 75 mm and 200 mm	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.25-5	CROSS SLOPE: 1:50 (2%) (maximum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.25-6	FLARED SIDE (where provided): slope 1:10 (10%) (maximum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.25-8	TACTILE WALKING SURFACE INDICATORS: where a curb ramp is provided at a pedestrian crossing, it must have tactile indicators with the following properties i) raised tactile properties ii) high tonal contrast iii) located at the bottom of the curb ramp iv) set back between 150 mm and 200 mm from curb edge v) extend the full width of the ramp vi) are a minimum of 610 mm in depth	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE The above noted dimensions are minimum/maximums only, exceeding published requirements are encouraged

DO YOU HAVE ANOTHER CURB RAMP?

3d. Depressed Curbs

This section does not apply

Std. Ref. #	Requirements	Compliance		
<p>APPLICATION: Where a depressed curb is provided on an exterior path of travel, the depressed curb shall meet the following requirements</p> <p>Note: “depressed curb” means a seamless gradual slope at transitions between sidewalks and walkways and highways, and is usually found at intersections</p>				
O Reg 191-11 80.27-1	RUNNING SLOPE: maximum 1:20 (5%)	Yes <input type="radio"/>	No <input type="radio"/>	N/A <input type="radio"/>
O Reg 191-11 80.27-2	must be aligned with the direction of travel	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
O Reg 191-11 80.27-3	<p>TACTILE WALKING SURFACE INDICATORS: where a depressed curb is provided at a pedestrian crossing, it must have tactile indicators with the following properties</p> <ul style="list-style-type: none"> i) raised tactile properties ii) high tonal contrast iii) located at the bottom portion of the depressed curb that is flush with the roadway iv) set back between 150 mm and 200 mm from curb edge v) are a minimum of 610mm in depth 	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

BEST PRACTICE The above noted dimensions are minimum/maximums only, exceeding published requirements are encouraged

DO YOU HAVE ANOTHER DEPRESSED CURB?

4. Signage

This section does not apply

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
Z-1-14, Sect. 4.19	PARKING: are barrier free parking spaces provided with the following signage?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	VERTICAL SIGNAGE			
	WIDTH: 300 mm x HEIGHT: 450 mm	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	MOUNTED: 150 to 2500 mm high at center	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	MARKED: with international symbol for accessibility with international symbol for accessibility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	GROUND SIGNAGE			
	MARKED: with international symbol for accessibility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	LENGTH: 1525 mm x WIDTH: 1525 mm (minimum)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	DIRECTIONAL SIGNAGE: provided to guide users to nearest accessible entrance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
O.B.C. Sect. 3.8	ENTRANCE AREAS: are the building entrance areas provided with the following signage?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	DIRECTIONAL SIGNAGE: provided to guide users to nearest accessible entrance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Are way-finding and warning signs installed with braille and located for easy access and recognition for those with visual impairments?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

DO YOU HAVE OTHER SIGNAGE?

5. Lighting

This section **does not apply**

Std. Ref. #	Requirements	Compliance		
		Yes	No	N/A
N/A	Are all portions of barrier-free path of travel, including potential hazardous areas (i.e. changes in elevation, building entrances and parking areas) lit at a minimum of 5 lux?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Are lighting stands or posts clear from a pedestrian walkway so as to not inhibit a barrier-free path of travel for persons using mobility aids?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

DO YOU HAVE OTHER LIGHTING?

6. Outdoor Furniture

This section **does not** apply

Std. Ref. #	Requirements	Compliance		
N/A	Is a designated area measuring 1.5 m x 1.5 m available beside a bench for a person using a wheelchair or scooter?	Yes <input type="radio"/>	No <input type="radio"/>	N/A <input type="radio"/>
	Are garbage bins operable through a side approach with the opening being a maximum height of 1.2 m?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Comments				

DO YOU HAVE OTHER OUTDOOR FURNITURE?

 **London Community Gardens Program – Update**



Accessibility Advisory Committee –
January 25, 2018

 **2017 Lessons Learned**

What happened:
Archeological assessment came back with significant findings and we needed to change locations

Lesson Learned:
In future we should complete soil and archeological assessments prior to neighbourhood mail-out and engagement.



 **2017 Lessons Learned**



What happened:
We installed a raised bed with landscape lining and soil, and it was vandalized and ruined after a few days.

Lesson learned:
Any raised beds we install must be planted and cared for, either by a gardener, volunteer, or staff if need be.

 **2017 Accomplishments**

Installed accessible path, two accessible plots, and ten new in-ground plots at Ed Blake Garden



 **2017 Accomplishments**

- Established a Community Gardens Advisory Group, with ACCAC representation.
- Advertised accessible plots and raised beds through meetings, emails and on our website.
- Completed first planning phase of Kiwanis Park garden.
- Attended *Bring Food Home* conference and participated in a collaborative session on accessibility within community gardens across Ontario.
- Community Gardens Guidelines updated to include garden design approval by ACCAC for all new gardens.

 **Coming up in 2018 - Projects**

We have ordered 12 new raised planters, being made by YOU and design approved by the Built Environment Subcommittee




Four planters (minimum) will be installed in Ed Blake and Kiwanis gardens and the rest are available on request.

 **Coming up in 2018 - Projects**

Applied for accessibility funding to retrofit four existing gardens with pathways and accessible plots.



 **Coming up in 2018 - Projects**

New garden location in Kiwanis Park, archeology and soil results are clear for installation this Spring.





Thank you!

Questions or Comments?

**2ND REPORT OF THE
DIVERSITY INCLUSION AND ANTI-OPPRESSION
ADVISORY COMMITTEE**

Meeting held on January 18, 2018, commencing at 12:03 PM, in Committee Room #3, Second Floor, London City Hall.

PRESENT: L. Osbourne (Acting Chair), F. Cassar, A. Hamza, Z. Hashmi, M. Mlotha, A. Sanchez, S. Sharma and I. Silver and H. Lysynski (Acting Secretary).

ABSENT: R. Hussain, S. Lewkowitz and M. Prefontaine.

ALSO PRESENT: T. Allott, F. Andrighetti, K. Husain, S. Khan, K. Koltun, J. Tansley, T. Wall and R. Wilcox.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. OPENING CEREMONIES

2. Acknowledgement of Indigenous Lands

That it BE NOTED that the meeting was opened with an Acknowledgement of Indigenous Lands by L. Osbourne.

3. Traditional Opening

That it BE NOTED that no traditional opening was received.

III. SCHEDULED ITEMS

None.

IV. SUB-COMMITTEES & WORKING GROUPS

4. Sub-Committee Updates

That it BE NOTED that a verbal presentation was provided by L. Osbourne, on behalf of the Education and Awareness Sub-Committee, relating to the work being undertaken to organize a Gender and Intersectionality Workshop.

5. Policy and Planning Sub-Committee Meeting

That the following actions be taken with respect to the Policy and Planning Sub-Committee minutes from its meeting held on January 11, 2018:

- a) it BE NOTED that the Policy and Planning Sub-Committee meeting minutes from its meeting held on January 11, 2018, were received; and,
- b) it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal presentation and received the attached submission from I. Silver, with respect to his meeting with Mr. E. Decker, Superintendent, London and District Catholic School Board, relating to school mascots.

V. CONSENT ITEMS

6. 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on December 14, 2017, was received.

7. Municipal Council Resolution - Community Mental Health and Addiction Strategy for London: Moving Forward Together

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee held a general discussion with respect to the Community Mental Health and Addiction Strategy for London: Moving Forward Together initiative; it being noted that the DIAAC reviewed and received a Municipal Council resolution adopted at its meeting held on December 12, 2017, with respect to this matter.

8. Municipal Council Resolution - 11th Report of the Diversity Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on December 12, 2017 with respect to the 11th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, was received.

VI. ITEMS FOR DISCUSSION

9. March 21 - Day for the Elimination of Racial Discrimination

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) held a general discussion with respect to the activities for the Day for the Elimination of Racial Discrimination; it being noted that S. Sharma will attend a London and Middlesex Local Immigration Partnership meeting and report back at the next meeting of the DIAAC.

10. London Black History Month

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee received the following with respect to Black History Month:

- a) a verbal presentation from M. Mlotha; and,
- b) the attached 2018 Trailblazer Award keynote speaker information from T. Allott, London Police Services.

VII. DEFERRED MATTERS/ADDITIONAL BUSINESS

11. (ADDED) Diverse Voices for Change

That the City Clerk BE REQUESTED to consider new, additional resources for Advisory Committee, Board and Commission membership recruitment in order to augment the diversity of applications for vacant positions specifically focusing on diverse, young women; it being noted that the Diversity, Inclusion and Anti-Oppression Advisory Committee received the attached presentation from K. Koltun, Government and External Relations Office, with respect to the Diverse Voices for Change initiative.

12. (ADDED) Quebec City Massacre

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee was advised by Z. Hashmi that on the anniversary of the Quebec City massacre that occurred on January 29, 2017, there will be a commemoration and flags will be flown at half-mast.

13. (ADDED) London Police Services Board Meetings

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee was advised by T. Allott, London Police Services, that the London Police Services Board meetings will be held at London City Hall, starting January 18, 2018.

VIII. ADJOURNMENT

The meeting adjourned at 1:30 PM.

NEXT MEETING DATE: February 15, 2018



Community Mental Health and Addiction Strategy for London

Moving Forward Together

December 5th, 2017
Presentation to Community and Protective Services Committee



Outline

- Project Background
- Guiding Principles for Change
- Strategic Directions
- Implementation Plan
- Measuring Success
- Discussion and Questions

Prepared by OPTIMUS | SBR © 2017 All rights reserved

Project Mission & Partners

The City of London partnered with OPTIMUS | SBR to support the development of the Community Mental Health and Addictions Strategy. To assist in the development of this Strategy, the City of London convened a Community Mental Health and Addictions Advisory Council to achieve the following project mission:

Project Mission

Improve the outcomes and experiences of people living with mental health issues and/or addictions (MH&A) in the city of London by collaboratively developing an actionable strategy.

The City of London's Advisory Council Partners include:

- Addiction Services of Thames Valley
- Canadian Mental Health Association – Middlesex
- Middlesex-London Health Unit
- South West Local Health Integration Network & Indigenous Lead
- Vanier Children's Services, Lead Agency

Prepared by OPTIMUS | SBR © 2017 All rights reserved

Project Methodology

Data points from a range of formats and sources were considered to inform the development of the strategic plan and implementation plan, presented in this document:

Stakeholder Engagement	Assessment of Environment	Other Models
Providers of MH&A Services, Funders, Community and Cultural Groups: <ul style="list-style-type: none"> ▪ Over 30 interviews, focus groups and working sessions Residents, Patients, Clients, Families, Service Users, Public: <ul style="list-style-type: none"> ▪ Focus Group Participation – 2 focus groups ▪ Survey, over 180 responses 	Detailed Review <ul style="list-style-type: none"> ▪ Local, Provincial, National literature ▪ Advisory Council and partner documents ▪ Indigenous strategy documents 	Leading Practices <ul style="list-style-type: none"> ▪ Review Mental Health and Addiction Models in other locations (National)

Analysis and Prioritization

Community Mental Health & Addictions Strategy for London

Prepared by OPTIMUS | SBR © 2017 All rights reserved

Expected Outcomes

Upon implementation of the Community Mental Health and Addictions Strategy for London, the following outcomes are expected.



Prepared by OPTIMUS | SBR © 2017 All rights reserved

9

Questions & Discussion

CHOICE TOOLS. PRECISION AIM. BOLD ATTITUDE.

 OPTIMUS SBR

January 18, 2018

I met, today, with Ed DeDecker, Superintendent at the London and District Catholic School Board.

We discussed two issues. Firstly, involvement of the LDCSB with DIAAC. The Board is very keen to nominate a representative on DIAAC, and since they are mandated to appoint a diversity officer, that individual will be ideal. Meantime, we should send Ed our agenda, to keep him in the loop.

Regarding the mascot issue, I explained our concerns, and left it with Ed, to use the Crusaders as a teachable moment for Catholic Central and other affected schools.

This was a very positive meeting.

Ian Silver, M.A., B.Ed., P.B.Cert.Ed.



DEEDS NOT WORDS



Sgt. (Ret.) Lewis Coray



Stacey Coray

The keynote speaker for 2018 is Lewis Coray's son, Stacey Coray.

Stacey is a proud son, father, community supporter and Manager of Partnership Development with the Toronto Catholic District School Board.

Please come and hear what impact having a trailblazing police officer as a father had on his life and family.

KEYNOTE SPEAKER

LEWIS CORAY TRAILBLAZER AWARDS IN HONOUR OF BLACK HISTORY MONTH

**FRIDAY, FEBRUARY 23, 2018, @ 6 P.M.
LONDON POLICE HEADQUARTERS, 601 DUNDAS STREET**

Meet the 2018 Trailblazer Award winner and all of the entrants at this free event to recognize high school youth from the African, Caribbean and Black communities.

Sgt. (Ret.) Lewis Coray, the first Black police officer hired by the London Police Service, will be in attendance. The annual Trailblazer Award continues to celebrate his contribution to policing and to the London community.



LONDON POLICE SERVICE

For more information, contact
Cst. Theresa Allott, Diversity Officer
Phone: 519.660.5812 | diversityofficer@police.london.ca
Or visit the Youth Programs section at www.londonpolice.ca

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON NOVEMBER 7, 2017
FROM:	MARTIN HAYWARD, CITY MANAGER AND CATHY SAUNDERS, CITY CLERK
SUBJECT:	FCM DIVERSE VOICES FOR CHANGE UPDATE

RECOMMENDATION

That, on the recommendation of the City Manager and the City Clerk, the following actions be taken with respect to the FCM Diverse Voices for Change Initiative:

- a) part e) of the Municipal Council resolution from its meeting held on September 5, 2017 BE REFERRED to the Governance Working Group for consideration as part of the report already going to the Working Group on an enhanced recruitment process, so as to avoid unnecessary duplication; it being noted that part e) states as follows:
 - “e) the City Clerk BE REQUESTED to consider organizing a public workshop, similar to the "form-a-palooza" workshop organized by Mayor Muriel Bowser of the District of Columbia, to improve the application form for advisory committees, agencies, boards and commissions.”; and
- b) the balance of this report, detailing the implementation status of the various recommendations contained in the report dated August 29, 2017, entitled “FCM Diverse Voices for Change Initiative”, BE RECEIVED for information; it being noted that a further update will be provided at a future date.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Corporate Services Committee – November 3, 2015
 Corporate Services Committee - December 13, 2016
 Corporate Services Committee – August 29, 2017

BACKGROUND

In response to the submission of the final report of the FCM Diverse Voices for Change (DV4C) Working Group, the Municipal Council, at its meeting held on September 5, 2017 resolved:

“That the following actions be taken in effort to increase the participation of women from diverse communities in municipal decision making processes:

- a) the staff report entitled “FCM Diverse Voice for Change Initiative”, dated August 29, 2017, including the findings of the diversity census (Appendix “A” to the staff report), and focus groups (Appendix “B” to the staff report) BE RECEIVED for information;
- b) the City Manager and the City Clerk BE DIRECTED to review and report back, prior to the tabling of the 2018 Budget, with an implementation plan to action the recommendations identified in the report, including information with respect to required resources and budget for the implementation;
- c) the Mayor and the City Clerk BE AUTHORIZED to enter into the Financial Contribution Agreement, appended to the staff report dated August 29, 2017 as Appendix “C”, with the Federation of Canadian Municipalities (FCM) to receive funding for the Diverse Voices for Change (DV4C) initiative;
- d) all participants BE THANKED for their involvement with the project to date; and

- e) the City Clerk BE REQUESTED to consider organizing a public workshop, similar to the "form-a-palooza" workshop organized by Mayor Muriel Bowser of the District of Columbia, to improve the application form for advisory committees, agencies, boards and commissions. (4/24/CSC)"

DISCUSSION

Initial consultation has been undertaken with the City Solicitor’s Office regarding the City Clerk’s ability to gather diversity information for candidates as part of the Municipal Election process. Unfortunately, the applicable legislation restricts the City Clerk to gathering personal information only for the purpose of conducting the election and, further, the form used to collect that information is prescribed by the Province. It is, therefore, very unlikely that the City of London will be able to gather personal information on election candidates beyond that provided for in the relevant legislation. However, further investigation will be done and a more definitive answer reported out at a future date.

With respect to the City’s advisory committees, agencies, boards and commissions, the City Clerk was previously requested to report through the Governance Working Group on an enhanced recruitment process, which could include, amongst other things, a process for the voluntarily disclosure of personal information that will help inform the Striking Committee and the Municipal Council in their efforts to populate advisory committees, agencies, boards and commissions with members who reflect, as best possible, the diversity of London’s population. It is therefore recommended that part e) of the above-noted September 5, 2017 Council resolution be referred to the Governance Working Group for consideration as part of the report already going to the Working Group on an enhanced recruitment process, so as to avoid unnecessary duplication.

The following list depicts the status of the various recommendations contained in the implementation status of the various recommendations contained in the report dated August 29, 2017, entitled “FCM Diverse Voices for Change Initiative”:

RECOMMENDATION	STATUS	ASSOCIATED COST
Outreach and Application Process		
Use existing meetings and events at the City to promote governance bodies	Will undertake more consistent efforts for promotion as opportunities arise.	None
Do outreach/presentations to existing diverse groups in the City	Will work with staff to identify potential audiences	May incur costs, depending on time of day/venue
Ensure presentation and communication materials reflect diversity	Requires clarification	To be determined
Hold open houses	Under consideration pending outcome of outreach/presentations to existing diverse groups in the City	May incur costs, depending on time of day/venue
Provide more description of what each advisory committee, board and commission does on the website and when doing presentations and outreach	Will develop plain language summaries for each advisory committee, board and commission to which the City makes citizen appointments to be contained on one webpage and in one handout for presentation/outreach purposes	None
Provide alternative to online application form	Hard copy application forms are currently available through the City Clerk’s Office. Will explore additional distribution sites for the application form, including communication	Minor

RECOMMENDATION	STATUS	ASSOCIATED COST
	points for existing diverse groups in the City.	
Include specific requirements/qualifications on application form	Will consider implementing a separate application form for each governance body	To be determined
Voluntary self-disclosure	Will explore process in consultation with Legal Services	None
Include lived experience as acceptable experience	This is currently considered for those opportunities that are less technical in nature/don't require specialized knowledge	None
Use plain language on all forms	In progress	None
Allow people on First Nation reserves to be appointed to governance bodies	For consideration as part of the Municipal Council's exploration of ways to enhance indigenous relations	To be determined
Inform people when they aren't appointed and why	Because each Council Member votes individually on each candidate, it is most often not possible to identify a specific reason(s) for a candidate not being selected for a specific appointment	None
Systemic Issues		
Diversity training for all appointed citizens and members	Will explore development of an enhanced training program to be part of the orientation process for new members	To be determined
Mentorship for new members	Will explore appropriate resource to provide mentorship	None
Childminding and/or childcare reimbursement	Currently under investigation	To be determined
Flexible meeting times	Meetings need to follow a relatively consistent schedule in order to ensure the availability of support resources who are required to support more than one committee. Each term the scheduling of meetings is reviewed to ensure it best accommodates the needs of the committee members and the availability of the necessary support staff.	Timing of meetings can affect staff costs.
Create an Indigenous Relations Office	For consideration as part of the Municipal Council's exploration of ways to enhance indigenous relations	To be determined
Internal Barriers		
Do outreach into community spaces	Already addressed under outreach and application process	May incur costs depending on time of day/venue
Create community champions by doing the	To be considered once diverse community groups	To be determined

RECOMMENDATION	STATUS	ASSOCIATED COST
train-the-trainers so diverse community members can share with their own communities, information on local government and how to get involved	are identified as part of the outreach and application process	
Increase opportunities for ways that diverse community members can interact positively with local government	The City's ongoing efforts towards enhanced community engagement should increase opportunities	To be determined

CONCLUSION

A future report will be submitted to advise of progress with respect to the various recommendations noted above. With a view to avoiding unnecessary duplication of effort, it is suggested that part e) of the Municipal Council resolution dated August 29, 2017 be referred to the Governance Working Group as part of its work on this matter.

PREPARED BY AND RECOMMENDED BY:	RECOMMENDED BY:
CATHY SAUNDERS CITY CLERK	MARTIN HAYWARD CITY MANAGER

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of January 2018

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Radio System Upgrade OneVoice 2.0</u> The Civic Administration BE REQUESTED to undertake a review, with a report at a future meeting of the Community and Protective Services Committee, on the platform, system and needs of each user of the communications system to determine the most cost effective and reliable system for communication for each of the services, recognizing and addressing the need for interoperability between the services, as well the need for a level of stability and insulation against the rapid changes in software requirements; it being noted this review should also develop the appropriate process or methodology for on-going management of the system, including organizational design and budget development; and it being further noted that the Civic Administration should seek input from experts in the area.</p>	November 17, 2015		D. O'Brien	Estimated report back – March/April 2018
2.	<p><u>Request for Naming of Vimy Ridge Park</u> That the following actions be taken with respect to the request for naming of Vimy Ridge Park: a) the Civic Administration BE REQUESTED to complete appropriate stakeholder consultation and report back to the Community and Protective Services Committee (CPSC), as soon as possible, with respect to a location that would be adequate and a suitable Vimy Ridge commemorative location, including the necessary budget; b) the request to name a parcel of land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street, “Vimy Ridge Park” BE REFERRED to a future meeting of the CPSC when the above-noted information is available related to this matter; and, c) the Civic Administration BE DIRECTED to make the necessary arrangements for the land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street to be designated as the temporary “Vimy Ridge Park” until such time as the actions outlined in a) and b) have been completed and a permanent “Vimy Ridge Park” has been established.</p>	February 22, 2017		J.M. Fleming	Estimated report back – Q2, 2018

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
3.	<u>Pet Boarding and /or Pet Sitting Services</u> That the Civic Administration BE DIRECTED to review and report back with respect to the potential amendments to City of London By-laws to provide for individuals to operate a pet boarding and/or sitting business from their homes. (2017-P14)	July 18, 2017		G. Kotsifas O. Katolyk	Estimated report back – Q2, 2018
4.	<u>Current and Potential Odour Challenges from Waste Management Facilities Near the Communities of Brockley, Shaver and Glanworth</u> m) the Civic Administration BE DIRECTED to report back with proposed amendments to the City of London's Nuisance By-law to address the odor concerns raised by the public, including information with respect to additional resources that may be required to enforce the By-law (from Planning and Environment Committee resolution letter 16/16/PEC)	September 5, 2017		G. Kotsifas O. Katolyk	Estimated report back – Q1, 2018
5.	<u>Opioid Crisis Working Group</u> c) the Opioid Crisis Working Group BE REQUESTED to report back to the Municipal Council with details of its relationship with other strategies and working groups, and proposed terms of reference for the Working Group that would provide for: i) consultation with the community; ii) exploration of a response to the current situation, including the possibility of supervised consumption sites; and, iii) development of recommendations as to how to best address the opioid crisis in London; it being understood that the Working Group will liaise with the Civic Administration in the development of the proposed terms of reference, including establishing a timeline for completion of the Working Group's mandate (from Strategic Planning and Priorities Committee resolution letter 5/16/SPPC)	September 19, 2017			Estimated report back – N/A
6.	<u>Cost Recovery</u> Councillor S. Turner enquired if there is a policy in place that would provide for cost recovery where the Civic Administration is called upon to provide a response to a large scale event, such as the most recent unsanctioned	October 3, 2017		G. Kotsifas O. Katolyk	Estimated report back – Q1, 2018

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>homecoming event held on Broughdale Avenue on Saturday, September 30, 2017. The Chief Municipal Law Enforcement Officer indicated that a meeting will be held with all the agencies involved who provided responses to this event and that he would bring a report forward providing information with respect to costs.</p>				
7.	<p><u>Business Licensing By-law Review – New and Revised Regulations</u> That the following actions be taken with respect to the Business Licensing By-law Review:</p> <p>a) the Business Licensing By-law, as appended to the staff report dated December 5, 2017, BE INTRODUCED at the Municipal Council meeting to be held on December 12, 2017 to provide for the licensing and regulation of various businesses; it being noted that the new and revised regulations were developed with consideration of public comments received from eight public participation meetings;</p> <p>b) the City Clerk BE DIRECTED to update the web page that appeared on the City’s previous website, for inclusion on the current website, that sets out the process for members of the public to seek delegation status at a Standing Committee meeting, including information as to what to expect at the meeting;</p> <p>c) the Civic Administration BE DIRECTED report back with a public engagement protocol for consulting with individuals, outside of a formal public participation meeting process, who identify as vulnerable members of the population, be they sex trade workers, street level and at-risk individuals, individuals with lived experience with drugs, alcohol and gambling, adult entertainers or others that would protect and respect the individuals’ privacy; and</p> <p>d) the Civic Administration BE DIRECTED to consult with workers (current and/or former) in the adult live entertainment and body rub parlour industry on changes to provisions in the Business Licensing By-law relating to these types of businesses that would enhance worker safety and minimize harm to workers, consistent with provincial and federal legislation.</p>	December 12, 2017		G. Kotsifas M. Hayward C. Saunders O. Katolyk	Estimated report back, 2018

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
8.	<u>ACCAC Request</u> ii) the Community and Protective Services Committee BE REQUESTED to give delegate status to a representative of the ACCAC to present/discuss concerns with respect to the City's implementation of inclusive designs, policies and/or best practices specifically related, but not limited, to the Community Gardens Program (from CPSC resolution letter 10/14/CPSC)	October 17, 2017		Committee Secretary	TBD
9.	<u>Council Chamber Doors</u> The City Clerk BE REQUESTED to investigate and give a verbal report back to the Community and Protective Services Committee (CPSC) with respect to what occurred during the CPSC meeting held on December 5, 2017 when the Council Chamber gallery doors were locked following the committee meeting, In Closed Session.	December 12, 2017		C. Saunders D. O'Brien	Estimated report back, 2018
10.	<u>Taxi Operating Expenses</u> That the communication from F. Bander with respect to taxi operating expenses BE REFERRED to the Managing Director, Development and Compliance Services and Chief Building Official for consideration in future, related reports with respect to this matter; it being noted that the Community and Protective Services Committee heard a verbal delegation from F. Bander with respect to this matter.	December 12, 2017		G. Kotsifas O. Katolyk	Estimated report back, 2018
11.	<u>Taxi Issues</u> That the communication from H. Savehilaghi, Yellow London Taxi Inc., with respect to taxi issues BE REFERRED to the Managing Director, Development and Compliance Services and Chief Building Official for consideration in future, related reports with respect to this matter; it being noted that the Community and Protective Services Committee heard a verbal delegation from H. Savehilaghi with respect to this matter.	December 12, 2017		G. Kotsifas O. Katolyk	Estimated report back, 2018

5TH REPORT OF THE
CORPORATE SERVICES COMMITTEE

Meeting held on February 20, 2018, commencing at 12:30 PM, in the Council Chambers, Second Floor, London City Hall.

PRESENT: Councillor J. Helmer (Chair); Mayor M. Brown; Councillors J. Morgan and J. Zaifman; and L. Rowe (Secretary).

ABSENT: Councillors P. Hubert and M. van Holst.

ALSO PRESENT: Councillors V. Ridley and H.L. Usher; M. Hayward, A.L. Barbon, C. Bazilli, B. Card, I. Collins, S. Corman, B. Coxhead, J. Edmunds, P. Foto, R. Hicks, S. Khan, J.P. McGonigle, J. Raycroft, C. Saunders, S. Spring and R. Wilcox.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. CONSENT ITEMS

2. 2018 Municipal Election Update

That, on the recommendation of the City Clerk, the staff report dated February 20, 2018, entitled "2018 Municipal Election Update", providing a summary of changes to the Municipal Elections Act, 1996 and an update with respect to election technology required for the Municipal Election, BE RECEIVED for information.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

3. 2018 Municipal Election Compliance Audit Committee

That, on the recommendation of the City Clerk, with the concurrence of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the Deputy City Clerk, the following actions be taken with respect to the 2018 Municipal Election Compliance Audit Committee:

- a) the proposed by-law appended to the staff report dated February 20, 2018 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to establish a Municipal Compliance Audit Committee for the 2018 Municipal Election in accordance with section 88.37 of the Municipal Elections Act, 1996, as amended;
- b) the proposed by-law appended to the staff report dated February 20, 2018 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to approve the appointments to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election in accordance with section 88.37 of the Municipal Elections Act, 1996, as amended; and,
- c) the Elections Reserve BE APPROVED as the source of funding for the annual operating costs related to the Municipal Compliance Audit Committee for the 2018 Municipal Election.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

4. Update: Equity and Inclusion Lens for Development of Policies, Procedures and Programs

That the following actions be taken with respect to the review and development of City of London policies, procedures and programs:

- a) a new Equity and Inclusion Lens BE DEVELOPED having regard for the City of Ottawa's 2015 Equity and Inclusion Lens Handbook; it being noted that the new Equity and Inclusion Lens will include the dimensions associated with gender and accessibility;
- b) training BE PROVIDED to all applicable City of London employees and Council Members involved in the review and development of City of London policies, procedures and programs in order to provide them with the necessary knowledge and tools required to apply the Equity and Inclusion Lens during their review and development of policies, procedures and programs; and
- c) the Gender Equity Lens BE REVIEWED and the Civic Administration BE DIRECTED to review and report back with any recommended changes that are required in order to ensure consistency with the Equity and Inclusion Lens.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

5. Infrastructure Canada's Smart Cities Challenge

That the following actions be taken with respect to Infrastructure Canada's Smart Cities Challenge:

- a) the staff report dated February 20, 2018, including the Smart Cities Challenge Applicant Guide, BE RECEIVED for information; and
- b) the Director, Community & Economic Innovation BE AUTHORIZED to take all actions necessary to make an application on behalf of the City of London, in accordance with the plan contained in the staff report dated February 20, 2018.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

III. SCHEDULED ITEMS

6. Apportionment of Taxes

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the taxes on the blocks of land described in the Schedules appended to the staff report dated February 20, 2018 BE APPORTIONED as indicated on those Schedules, pursuant to Section 356 of the Municipal Act, 2001; it being noted that there were no members of the public in attendance to speak to the Corporate Services Committee at the public hearing associated with this matter.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

IV. ITEMS FOR DIRECTION

7. Requests for "Sister City" Partnerships

That the following actions be taken with respect to City of London involvement in partnerships with other cities:

- a) the Civic Administration BE REQUESTED to report back at a future meeting of the Corporate Services Committee with examples of cities that have entered into partnerships with other cities, including how they have structured those partnerships, in order to assist the Municipal Council in determining if and how it wishes to engage in Sister City or other City partnerships; and
- b) the attached presentation from S. Knox, President, Rotary Club of London, BE RECEIVED.

Voting Record:

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

That the request for delegation status for S. Knox, President, Rotary Club of London, BE APPROVED.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

8. Mayor's Report on the FCM Trip to Washington, DC

That the communication dated February 20, 2018, from Mayor M. Brown, regarding the United States Conference of Mayors held January 23-26, 2018 in Washington, DC BE RECEIVED for information.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

9. Request for Designation of the I ♥ Beer and Bacon Event as a Municipally Significant Event

That the I ♥ Beer and Bacon Event to be held on March 24, 2018, at the London Convention Centre from 4:00 PM to 10:00 PM, BE DESIGNATED as an event of municipal significance in the City of London.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

10. Request for Designation of the Latin Gastronomy Festival as a Municipally Significant Event

That the Latin Gastronomy Festival, to be held on July 21, 2018, at the Budweiser Gardens parking lot, from 1:00 PM to 12:00 AM BE DESIGNATED as an event of municipal significance in the City of London.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

11. Request for Designation of the London Taco Fest as a Municipally Significant Event

That the London Taco Fest 2018, to be held on August 25, 2018, at the Budweiser Gardens parking lot, from 2 PM to 11:30 PM BE DESIGNATED as an event of municipal significance in the City of London.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

12. Appointment to the Diversity Inclusion & Anti-Oppression Advisory Committee

That Matt Sereda BE APPOINTED to the Diversity Inclusion & Anti-Oppression Advisory Committee as a Non-Voting Representative from the Thames Valley District School Board for the term ending February 28, 2019.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

13. Appointment to the Animal Welfare Advisory Committee

That the following BE APPOINTED to the Animal Welfare Advisory Committee as Voting Members at Large for the term ending February 28, 2019:

Albert Cheng
Anna-Marie Rose Evans
Maggie Morris

it being noted that the appointments were made in accordance with the attached ranked ballot comprised of the nominees of the Corporate Services Committee.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

14. Appointment to the Cycling Advisory Committee

That Rose Sirois BE APPOINTED to the Cycling Advisory Committee as a Voting Member at Large for the term ending February 28, 2019; it being noted that the appointment was made in accordance with the attached ranked ballot comprised of the nominees of the Corporate Services Committee.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

V. DEFERRED MATTERS/ADDITIONAL BUSINESS

15. Corporate Services Committee Deferred Matters List

That the Corporate Services Committee Deferred Matters List, as of February 12, 2018, BE RECEIVED.

Motion Passed

YEAS: M. Brown, J. Helmer, J. Morgan, J. Zaifman (4)

VI. CONFIDENTIAL

(See Confidential Appendix to the 5th Report of the Corporate Services Committee enclosed for Members only.)

The Corporate Services Committee convened in camera from 2:03 PM to 2:12 PM after having passed a motion to do so, with respect to the following matters:

- C-1. A matter pertaining to instructions and directions to officers and employees of the Corporation pertaining to a proposed acquisition of land; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; reports or advice or recommendations of officers and employees of the Corporation pertaining to a proposed acquisition of land; commercial and financial information supplied in confidence pertaining to the proposed acquisition the disclosure of which could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the

contractual or other negotiations of the Corporation, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied, and result in undue loss or gain to any person, group, committee or financial institution or agency; commercial, information relating to the proposed acquisition that belongs to the Corporation that has monetary value or potential monetary value; information concerning the proposed acquisition whose disclosure could reasonably be expected to prejudice the economic interests of the Corporation or its competitive position; information concerning the proposed acquisition whose disclosure could reasonably be expected to be injurious to the financial interests of the Corporation; and instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the Corporation concerning the proposed acquisition.

- C-2. A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to the Corporation's associations and unions, and litigation or potential litigation affecting the municipality, and advice which is subject to solicitor client privilege, including communications necessary for that purpose; and a matter pertaining to advice that is subject to solicitor-client privilege; including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation.

VII. ADJOURNMENT

The meeting adjourned at 2:13 PM.



Rotary Club of London-Sister City Community Service Initiative

How does Rotary accomplish change...

- International student exchanges (8,000+/yr)
- International community development projects- linking clubs to fund raise and implement
- Friendship exchanges-life long relationships and capacity building
- Peace Scholarships for Graduate study in Peace and conflict Resolution
- Team with NGO's and Funding sources to eradicate Polio
- Works through vast network of clubs around the world to realize its objectives, not unlike City to City.

My Name is Stephen Knox, President Rotary Club of London

Rotary is a network of over 1.2 Million business, professional, and community minded volunteers and leaders in 194 countries. Our motto, "service above self"

A model of constructive community interaction, to bring goodwill, peace and understanding among all people

Federation of Canadian Municipalities (FCM)

- Consider relationships fostered by the FCM that also engage in knowledge transfer and best practices. High level conferences that our Mayor and others attend are important dialog centers that have the opportunity to showcase our City. Programs have 3-5 year cycles. Over 2000 Canadian Cities are involved.

“CARILED”

- The Caribbean Local Economic Development Project (CARILED) was a five year project (*amended from six years*) to develop and test models of Local Economic Development (LED) across the Caribbean. Funded by Government of Canada through Global Affairs Canada, Federation of Canadian Municipalities, as well as other Caribbean and Commonwealth partners.
- These organizations parallel and support the concept of Sister Cities International which has protocols that will be important to model.

Who runs “Partner-Cities” organizations and what do they do?

- Sister Cities International’s members are independent organizations run by volunteers, reps from local institutions, and municipal governments.
- “Partner-Cities” organizations plan and implement cooperative activities and exchanges in cultural, educational, municipal/technical, business and humanitarian fields

What does this have to do with London and sister city partnerships

- The purpose is to establish and sustain human relations between residents of the two cities through visits, projects and events of mutual discovery, appreciation, enjoyment, learning, development and response to crisis.
 - Friendships
 - Partnerships
 - Capacity Building

What’s next...

- Pass the resolution requesting City Council to act on the proposal to develop a Sister City Policy
- City Council can invite its administrations to review the 2008 proposed policy on Sister Cities and recommend a re-activation of this initiative (or not).
- Government Relations would be able to assist in providing an interface to community groups, service clubs, hospitals, schools and museums interested in a London Policy for Sister Cities.

What next (cont.)...

- Council, following staff recommendations, is encouraged to establish a revolving Sister City Committee (predominantly by non-elected representatives) with oversight and communication links to City Council. The Committee would assist in implementing Council's policy.
- The Committee would be accountable to Council.

London Free Press Article

- Rotary Club of London members will teach residents of impoverished nation how to make beehives and dry mangoes
- By [Hank Daniszewski](#), The London Free Press
- Tuesday, January 2, 2018 7:21:09 EST PM

What next (cont.)....

- The Sister City Committee could work together to determine priority areas and create and implement activity recommendations on an annual basis. These would include the formal recognition process for entering into partner-city relationships.
- The Sister Cities would have as overarching outcomes: the benefit of individuals, neighborhoods, service clubs, educational institutions, government, businesses, professionals, religious, cultural and health institutions, including combinations of reciprocal visitations for friendship, business development and civil society capacity building and management.



Original Ranked Ballot

Councillors:								VANHOLST	HELMER	MORGAN	HUBERT	ZAIFMAN	BROWN	SUM	"1" Votes	"2" Votes	"3" Votes	
Nominated Slate:																		
CHENG, ALBERT			2	4		1	2	9		1	2	0						
EVANS, ANNA-MARIE ROSE			4	1		2	1	8		2	1	0						
MORRIS, MAGGIE			1	3		3	4	11										
VAN LINDEN, VICKI			3	2		4	3	12		0	1	2						

Adjusted Rankings Ballot

Councillors:								VANHOLST	HELMER	MORGAN	HUBERT	ZAIFMAN	BROWN	SUM	"1" Votes	"2" Votes	"3" Votes	
Nominated Slate:																		
CHENG, ALBERT	0		2	4	0	1	2	9		1	2	0						
EVANS, ANNA-MARIE ROSE	0		4	1	0	2	1	8		2	1	0						
MORRIS, MAGGIE	0		1	3	0	3	4	11		1	0	2						

Original Ranked Ballot

Councillors:								"1" Votes	"2" Votes	"3" Votes
	VANHOLST	HELMER	MORGAN	HUBERT	ZAIFMAN	BROWN	SUM			
Nominated Slate:										
METRAILLER, JEAN-MARC		2	2		2	3	9	0	3	1
POLLETT, CHRIS		5	3		4	4	16	0	0	1
SHEPPERD, ERIC		6	6		3	1	16	1	0	1
SIMPSON, JOHN		1	5		5	5	16	1	0	0
SIROIS, ROSE		3	1		1	2	7	2	1	1
WINKELMOLEN, OWEN		4	4		6	6	20	0	0	0

Adjusted Rankings Ballot

Councillors:								"1" Votes	"2" Votes	"3" Votes
	VANHOLST	HELMER	MORGAN	HUBERT	ZAIFMAN	BROWN	SUM			
Nominated Slate:										
METRAILLER, JEAN-MARC	0	1	2	0	2	2	7	1	3	0
SIROIS, ROSE	0	2	1	0	1	1	5	3	1	0

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2018
FROM:	CATHY SAUNDERS CITY CLERK
SUBJECT:	2018 MUNICIPAL ELECTION UPDATE

RECOMMENDATION

That, on the recommendation of the City Clerk, the report dated February 20, 2018 and entitled “2018 Municipal Election Update” providing a summary of changes to the *Municipal Elections Act, 1996* and an update with respect to election technology required for the Municipal Election, BE RECEIVED for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Council – May 1, 2017 – Ranked Ballot Community Engagement Results Update
- Corporate Services Committee – April 22, 2017 – Ranked Ballot Community Engagement Results
- Corporate Services Committee – January 24, 2017 – Ranked Ballot Election Model
- Corporate Services Committee – July 19, 2016 – Amendments to the Municipal Elections Act
- Corporate Services Committee – October 20, 2015 – Ranked Balloting Process
- Corporate Services Committee – July 21, 2015 – Province of Ontario Consultation – Municipal Elections Act
- Corporate Services Committee – June 15, 2015 – Submission: Ranked Ballots for Municipal Elections in Ontario
- Corporate Services Committee – June 15, 2015 – Submission: Province of Ontario – Legislation Review Municipal Elections Act, Municipal Conflict of Interest Act and Municipal Act.

BACKGROUND

The Province of Ontario has made a number of changes to the *Municipal Elections Act, 1996* through the Municipal Elections Modernization Act, 2016. Although the Civic Administration has submitted previous reports on some of the changes, the attached Appendix “A” provides a comprehensive summary of the legislative changes.

Further, the City of London’s Strategic Plan (*Leading in Public Service* – open, accountable, and responsive government) directs the Civic Administration to “explore opportunities for electoral reform” by moving to a ranked ballot voting system. The Municipal Council, at its meeting held on May 1, 2017, resolved to implement ranked choice voting for the 2018 Municipal Election. This report provides information related to the implementation of ranked ballots.

DISCUSSION

Purpose

As noted above, the purpose of this report is to provide a comprehensive summary of the changes undertaken by the Province of Ontario to the *Municipal Elections Act, 1996 (MEA)*. In addition, this report will provide an update with respect to the vote tabulating system and election software that will be used in the 2018 Municipal and School Board Elections.

Legislative Provisions – Procurement Process

Section 12(1) of the MEA states:

“A clerk who is responsible for conducting an election may provide for any matter or procedure that,

- (a) is not otherwise provided for in an Act or regulation; and
- (b) in the clerk’s opinion is necessary or desirable for conducting the election.”

Schedule “B” of the City of London’s Procurement of Goods and Services Policy states that the following goods and/or service are not subject to the Policy:

“5. Election materials - The City Clerk has the authority to purchase goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, R.S.O. 1996. The City Clerk shall wherever possible be guided by the provisions of this Policy.”

Despite the provisions stated above, the City Clerk’s Office did undertake an open and public Request for Qualifications (RFQual) 17-10 on July 4, 2017, seeking a service provider for a Fully Managed Election Solution (Turnkey): Provision, Support, and Services. The RFQual sought interested qualified consultants to provide for a fully managed (hardware/software) turnkey election management solution which would include ranked ballot vote tabulation capabilities, election management software, touchscreen devices during Advance Voting, in-poll tabulation for Voting Day and associated support for the 2018 Municipal Election, including the potential for the renewal of a contract for any by-elections and the 2022 and 2026 Municipal Elections.

Upon closing of the RFQual, there were no interested vendors. It was at this time the Civic Administration sought informal demonstrations of hardware and software capabilities from vendors that have partnered with the City of London in the past. This action was necessary to meet the aggressive timelines to ready the City for the 2018 election. One of those vendors provided a demonstration on ranked ballot capabilities and vote tabulators. As a result, at the end of this process, Dominion Voting Systems was awarded the contract to provide Vote Tabulation System and Election Software for the Municipal and School Board Elections in 2018, with the option for the City to extend the contract for services for any by-elections and the 2022 and 2026 elections. To reduce costs, a 20% discount was negotiated with Dominion for a multi-election agreement that includes both the 2018 and 2022 Municipal and School Board Elections.

Contract Information

A contract for hardware rental, software licence and services with Dominion Voting Systems was executed on December 15, 2017. The contract includes the following:

- Vote Tabulators – 225 units
- Accessible Voting Ballot Marker Device – 12 units (Advance Vote)
- Ballots
- Election Products: Ballot Boxes, Secrecy Folders, Marking Pens, Security Seals
- Election Management Software System
- Ranked Ballot Module Licence
- Mobile Printing Module (Advance Vote)
- Professional Services and Support

The total cost for the above-noted services for the 2018 Municipal Election is \$489,776. As in previous elections, the cost is based on the rental of the software, hardware and technological support.

Ranked Ballot Cost Implications

During public consultation in early 2017, the Civic Administration was required to estimate the costs of implementing a ranked ballot election. The estimate can be found below:

Estimate of Total Ranked Balloting Costs			
Consultation	\$	150,000	
Tabulators	\$	-	
Paper Ballots	\$	42,500	*
Vendor Cost	\$	10,000	**
Staff Resources	\$	70,000	
Poll Worker	\$	50,000	
Total	\$	322,500	

* Cost is based on ranking a maximum of three candidates, legal sized ballot, printed double-sided. If the number of candidates or rankings increase, the number of ballots will increase and so will the cost.

** Not including the algorithm development and testing in results software.

Attached to this report as Appendix “B” is a comparison of election expenses between the 2014 and 2018 contracts. It is noted that these contracts are with two different vendors and quantities of material has increased significantly in 2018 in order to accommodate an increase in the number of polls, requiring the provision of an increased number of vote tabulators, additional ballots and ballot supplies, as well as an increase in technology support.

With respect to this contract and costs relating specifically to ranked balloting, in 2017, the Civic Administration estimated the vendor costs would increase by \$10,000 to obtain a system with a ranked ballot algorithm and capabilities. In order to allow the system to generate and tabulate ranked ballots, a Ranked Ballot Module Licence has been secured through the contract with Dominion Voting at an additional cost of \$12,000. In terms of a graphic results display on the City’s website, previously this service was provided at a rate of \$250. The results display module is currently not available for ranked ballot elections and therefore is not included in the 2018 contract. This display will be created by the Civic Administration at minimal cost.

The Civic Administration, during public consultation, estimated the costs of ballot printing to increase by an additional \$42,500, for a total cost of \$130,118 in 2018. Currently, the contract is based on single-sided 8.5” by 14” ballots, using a standard template. The cost for 425,000 printed ballots is \$111,250. Included in this cost is a print on demand module of \$5,000 to allow for the printing of a ballot on demand during the Advance Vote. This is not a cost related to ranked balloting, but rather an enhancement to our processes to provide for efficiencies. It should be noted that ballot quantities would have increased moderately to accommodate population growth between 2014 and 2018¹ regardless of the type of election being conducted (ranked ballot or first-past-the-post). Therefore, the ranked ballot cost component of this contract is \$41,400 (\$12,000 for the ranked ballot licence, \$12,500 for additional ballots, and an additional \$16,900 for an extra thirteen (13) vote tabulators). The other costs in our estimate (consultation, staff resources, and poll workers) are not related to this contract, but will be reflected in the overall election budget.

In 2014, the contracted costs for vote tabulators and software agreement was \$243,762. This cost has increased in 2018 to \$489,776. This increase is attributed to an increase in the number of vote tabulators from 130 to 225 to accommodate more voting locations on Voting Day and vote tabulators deployed to retirement communities or nursing home. The increase is also attributed to the provision of more ballots, ranked ballot licensing, preparation of a mock ballot election for testing purposes, automating ballot printing services at Advance Vote, as well as increased on-site support from the vendor during the Advance Vote and Voting Day. Third-party consulting and auditing services are not finalized however costs are anticipated to fall within the original estimate.

PREPARED BY:	PREPARED BY:
JEANNIE RAYCROFT ELECTIONS AND SPECIAL PROJECTS INTERN	SARAH CORMAN MANAGER, LICENSING & ELECTIONS
RECOMMENDED BY:	
CATHY SAUNDERS, CITY CLERK	

¹ In 2014, the Municipal Property Assessment Corporation (MPAC) reported 259,133 eligible electors. As of January 24, 2018, MPAC is reporting 300,051 eligible electors in the City of London.

**APPENDIX “A”
Summary of Municipal Elections Act Changes**

Item	New Legislation (April 2018)	Previous Legislation	MEA Section
Nominations	<p>May 1 – fourth Friday in July: 13 weeks</p> <p>The nomination for a candidacy for an office on a municipal council must be accompanied with written endorsements from 25 eligible electors.</p> <p>Individuals who wish to endorse a candidate must complete a declaration stating their eligibility to vote.</p> <p>*This does not apply to school board trustee candidates.*</p>	<p>January 1 – second Friday in September: 37 weeks</p> <p>No endorsement required.</p>	31, 33
Nominations Fee	<p>A candidate's nomination fee will be refunded if the candidate files the relevant financial statements on time.</p> <p>There is no change to the nomination fee required. The fee for a candidate for mayor is \$200 for mayor and \$100 for councillor.</p>	<p>Nomination fee refunded if candidate withdrew by the deadline or provided to candidates who received a certain percentage of the votes cast.</p>	34
Campaign Advertising	<p>Any campaign advertisement will be required to identify the name of the candidate and the name, business address and telephone number of the individual who deals with the broadcaster or publisher under the direction of the candidate. The broadcaster or publisher of campaign advertisement must retain records for four years.</p> <p>Landlords and condominium corporations are no longer able to prohibit tenants from displaying campaign signs in their own unit.</p> <p>Candidates now have the right to access residential properties for campaign purposes between 9 a.m. and 9 p.m.</p>	None	88.1, 88.2, 88.3, 88.4, 88.5
Third Party Advertising	<p>New rules have been added to regulate third party advertising, including contribution and spending limits.</p> <p>Third party advertising is a message in any medium that supports or opposes a candidate or a “yes” or “no” answer for a question on the ballot.</p> <p>Individuals, corporations and unions can register as third party advertisers and can also make contributions to third party advertisers. Third party advertisers are required to register with the municipality where advertisements will be undertaken.</p> <p>Most campaign finance rules that apply to candidates also apply to third party advertisers.</p>	None	88.4, 88.5, 88.6, 88.7, 88.12, 88.13, 88.14, 88.15, 88.21, 88.26, 88.27, 88.28, 88.29, 88.30
Contribution Limits	<p>There is now a limit on how much a candidate or a candidate’s spouse can contribute to their own campaign. The formula to calculate the limit is:</p> <ul style="list-style-type: none"> • for head of council candidates: \$7,500 plus 20 cents per elector to a maximum of <u>\$25,000</u>; • for other council offices: \$5,000 plus 20 cents per elector to a maximum of <u>\$25,000</u>. <p>If a candidate has inventory, such as signs, from a previous municipal campaign, the current market value of the inventory is considered to be a contribution.</p> <p>Contribution limits do not apply to school board trustee candidates.</p>	No limit prescribed	88.9.1, 88.15, 88.16, 88.17, 88.18, 88.19
Campaign Expenses	<p>Spending limit for parties and expressions of appreciation after Voting Day is now 10% of the general spending limit.</p>	<p>No spending limit for expressions of appreciation and parties after Voting Day</p>	88.19, 88.20(9)

Item	New Legislation (April 2018)	Previous Legislation	MEA Section
Campaign Finance	<p>The Clerk shall make public a report setting out the list of all candidates in an election indicating whether each candidate submitted financial statements in accordance with the legislation.</p> <p>Candidates who do not accept any contributions of money or incur any expenses will no longer be required to open a campaign bank account.</p>	<p>No requirement for the Clerk to identify candidates who filed or did not file.</p> <p>All candidates required to open a campaign bank account.</p>	88.22, 88.23
Donations from Corporations and Unions	<p>Contributions from corporations and trade unions to candidates in Ontario are prohibited.</p>	<p>Permitted up to \$750 to one candidate or \$5,000 to two or more candidates for office on the same council or local board.</p>	88.8
Individual Donations	<p>Contributions of \$1,200 to any one candidate and a maximum of \$5,000 to two or more candidates for office on the same council or local board is permitted.</p> <p>Anonymous and cash contributions are now capped at \$25.</p>	<p>\$750 to any one candidate and a maximum of \$5,000 to two or more candidates for office on the same council or local board.</p> <p>\$10 cap of anonymous and cash contributions.</p>	88.8, 88.9
Late Filing Fee	<p>Should a candidate or advertiser not file the relevant financial documents on time, they may pay a \$500 late filing fee, which would then grant an additional 30 day period to file the financial statement(s).</p>	<p>Extensions only available through application to the courts.</p>	88.23(9), 88.27(6)
Clerk's Authority	<p>Clerks have been given the authority to determine the dates and times for advance voting, as well as reduced voting hours for certain institutions.</p> <p>Clerks have greater flexibility in determining how certain election documents may be submitted and how notices are sent out.</p>	<p>Municipal Council required to pass a by-law to provide for advance vote dates, reduced hours, and conditions.</p> <p>Requirement to send notices by registered mail.</p>	various 43, 46, 88.25(11)
Voters' List	<p>The Clerk has the authority to remove a person's name from the Voters' List if the Clerk is satisfied that the person has died (without an application to change the Voters' List).</p> <p>Applications to add, delete or change a person's own information on the Voters' List may be completed in any format or manner the Clerk specifies.</p>	<p>Applications to add, delete or change a person's own information on the Voters' List had to be done in person or in writing.</p>	24, 25
Use of Corporate Resources	<p>Municipalities and school boards must set out policies on the use of municipal and school board resources by incumbents during an election year.</p>	<p>Not required.</p>	88.18
Accessibility	<p>The Clerk is required to prepare a plan regarding the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the plan available to the public before Voting Day.</p> <p>After Voting Day, the Clerk is required to prepare a report regarding the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the report available to the public.</p>	<p>Clerk required to submit a report to council about the identification, removal and prevention of barriers that affect electors and candidates with disabilities after Voting Day.</p>	12.1
Compliance Audit Committee - Contributors	<p>The Clerk is required to submit a report to the Compliance Audit Committee identifying any contributor to a campaign or any contributor to a third party advertiser that the contribution appears to have exceeded any contribution limit.</p> <p>Within 30 days of receiving the Clerk's report, the Compliance Audit Committee must decide whether to commence legal proceedings against a contributor.</p>	<p>No requirement to prepare or submit a report to Compliance Audit Committee.</p>	88.34, 88.36

**APPENDIX “B”
Election Cost Comparison 2018**

Type of Expense	2014 Election Expense	2018 Election Expense	Comments
Vote Tabulators	\$110,200 145 units Cost of \$760 per unit	\$292,500 225 units Cost of \$1,300 per unit	In addition to inflationary costs, this expense includes an additional vote tabulators. In 2014, there were 136 regular Voting Places on Voting Day. In 2018, we have increased this to 166 Voting Places to both accommodate population growth and potential longer voting times with the introduction of ranked choice voting. Special Voting Locations (retirement communities, nursing homes, etc.) will now have vote tabulators to streamline the results compilation at the close of polls on Voting Day. This resulted in an additional 33 vote tabulators required in the contract. The City of London will host an Advance Vote the week of October 6 th 2018, requiring 11 vote tabulators for each Voting Place. The remaining 15 vote tabulators are required for training (10) and redundancy (5).
Accessible Voting Machines for Advance Polls	\$6,100	\$15,620	This cost includes an additional two (2) Voter Assist Terminals for redundancy. This price increase is also due to inflationary costs and cost differences between the different vendors.
Ballot Printing and Design	\$75,510 375,000 ballots *other costs relate to layout and coding	\$111,250 425,000 ballots	Increase in the number of ballots by 50,000 due to the increase in population and the increase in the number of Voting Places. Additional ballots are also required to accommodate a more fulsome logic and accuracy testing of ranked choice ballots. This cost includes the new Print On Demand Mobile Ballot Printing Module for 2018 at a cost of \$5,000. This feature will allow the City to print a ballot on demand during the Advance Vote and will streamline labour requirements for preparation and execution.
Election Software	\$1,425	\$13,500	Includes hardware and software required to compile and tabulate results.
Additional Software Modules/Licenses	Not Applicable	\$12,000	This cost is related to the Ranked Ballot Module License to permit the system to generate and tabulate ranked ballots.
Web Results Display	\$250	Not Available	This will be undertaken by the Civic Administration.
Election Supplies	\$35,077	\$49,150	This includes ballot boxes, secrecy folders, marking pens, security seals, paper rolls for vote tabulators, shipping and handling, and storage devices. This cost is due to inflationary increases, vote tabulator quantity increase and to ensure adequate supply quantities are available at more Voting Places.
Project Management On Site Support, and Testing	\$11,200	\$102,010	This cost increase is a result of vendor change from 2014 to 2018 and the increase in scope with respect to the election project. We are requiring more support from the vendor for project planning, project execution, coding, system configuration, and pre-ship testing. The specialized nature of election software and hardware requires vendor technological support. This cost includes on-site support services from the vendor on Advance Voting Days, Voting Day, etc.
Training	\$2,400	\$4,065	This cost includes the additional training required for the Civic Administration on the tabulation software, vote tabulator hardware and Print On Demand.

Type of Expense	2014 Election Expense	2018 Election Expense	Comments
Mock Election Services	\$1,600	\$12,125	Increase is attributed to preparation of a ranked ballot mock election with all equipment, supplies and support representative(s).
Total	\$243,762	\$612,220	Total with no discount applied.
Total with Multi - Election Discount	--	\$489,776	Vendor has included a 20% multi-election discount for 2018 and 2022.

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2018
FROM:	CATHY SAUNDERS CITY CLERK
SUBJECT:	2018 MUNICIPAL ELECTION COMPLIANCE AUDIT COMMITTEE

RECOMMENDATION

That, on the recommendation of the City Clerk, with the concurrence of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the Deputy City Clerk, the following actions be taken with respect to the 2018 Municipal Election Compliance Audit Committee:

- a) the attached proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to establish a Municipal Compliance Audit Committee for the 2018 Municipal Election in accordance with section 88.37 of the *Municipal Elections Act, 1996*, as amended;
- b) the attached proposed by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to approve the appointments to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election in accordance with section 88.37 of the *Municipal Elections Act, 1996*, as amended; and,
- c) the Elections Reserve BE APPROVED as the source of funding for the annual operating costs related to the Municipal Compliance Audit Committee for the 2018 Municipal Election.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Item #16 – Board of Control – March 24, 2010
- Item #18 – Board of Control – June 9, 2010
- Item #6 – Corporate Services Committee – February 4, 2014

BACKGROUND

Section 88.37 of *Municipal Elections Act, 1996 (MEA)*, pertaining to compliance audit applications, requires all municipalities and local boards to establish compliance audit committees. Excerpt from the *MEA* are attached as Appendix "B" to this report.

The following summarizes the requirements as set out in section 88.37 of the *MEA*:

- mandatory appointment by all municipalities;
- minimum of three, maximum of seven members;
- the committee shall not include members of Council or local board, employees or officers of the municipality or local board, any persons who are candidates in the election for which the committee is established; or any persons who are registered third parties in the municipality in the election for which the committee is established;
- appointed by October 1st of election year;
- serves a term concurrent with the term of office of the Council that takes office following the next regular election; and,
- Clerk has specific responsibility for the committee.

The powers and obligations of a compliance audit committee are as follows:

- consider a compliance audit application received from an elector that a candidate or a registered third party has contravened provisions of the *MEA* relating to election campaign finances and determine whether it should be granted or rejected;
- if the application is granted, the committee shall appoint an auditor to conduct a compliance audit;
- receive the auditor's report;
- consider the auditor's report and if the report concludes that the candidate or registered third party appears to have contravened a provision of the *MEA* relating to election campaign finances, the committee may commence legal proceedings against the candidate or third party for the apparent contravention; and,
- consider the report(s) of the clerk identifying each contributor to a candidate for office on a council or a registered third party who appears to have contravened any of the contribution limits under section 88.9 or 88.13 of the *MEA* and decide whether to commence a legal proceeding against a contributor for an apparent contravention.

The Process

Candidates

All candidates are required to file provincially-prescribed financial statements with the clerk, detailing their campaign financing activities. An eligible elector who believes, on reasonable grounds, that a candidate has contravened the *MEA*, relating to campaign finances, may apply for a compliance audit of the candidate's election campaign finances. The application must be made in writing to the clerk, include the reasons for the elector's belief that the candidate has contravened the *MEA*, and must be made within 90 days after the latest of:

- (a) the filing date under section 88.30 of the *MEA*;
- (b) the date the candidate filed a financial statement, if the statement was filed within 30 days after the applicable filing date under section 88.30 of the *MEA*;
- (c) the candidate's supplementary filing date, if any, under section 88.30 of the *MEA*; or
- (d) the date on which the candidate's extension, if any, under subsection 88.23(6) of the *MEA* expires.

Compliance Audit – Registered Third Party Advertisements

All registered third parties are required to file provincially-prescribed financial statements with the clerk, detailing their campaign financing activities. An eligible elector who believes, on reasonable grounds, that a registered third party who is registered in relation to the election in the municipality has contravened the *MEA*, relating to campaign finances, may apply for a compliance audit of the registered third party in relation to third party advertisements. The application must be made in writing to the clerk, include the reasons for the elector's belief that the registered third party has contravened the *MEA*, and must be made within 90 days after the latest of:

- (a) the filing date under section 88.30 of the *MEA*;
- (b) the date the registered third party filed a financial statement, if the statement was filed within 30 days after the applicable filing date under section 88.30 of the *MEA*;
- (c) the supplementary filing date, if any, for the registered third party under section 88.30 of the *MEA*; or
- (d) the date on which the registered third party's extension, if any, under subsection 88.27(3) of the *MEA* expires.

Candidate – Contributions

The clerk shall review the contributions reported on the financial statements submitted by a candidate under section 88.25 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.9 of the *MEA* and submit a report to the compliance audit committee identifying any contributor who appears to have contravened any of the contribution limits under section 88.9 of the *MEA*.

Within 30 days after receiving a report, the compliance audit committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention.

Third Party Advertisements – Contributions

The clerk shall review the contributions reported on the financial statements submitted by a registered third party under section 88.29 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.9 of the *MEA* and submit a report to the compliance audit committee identifying any contributor who appears to have contravened any of the contribution limits under section 88.13 of the *MEA*.

Within 30 days after receiving a report, the compliance audit committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention.

The Committee

The proposed terms of reference, attached as Schedule 1 to Appendix “A”, provide for a 2018 Municipal Election Compliance Audit Committee composed of three (3) members.

It is important that the 2018 Municipal Election Compliance Audit Committee members possess an in-depth knowledge of the campaign finance rules of the *MEA* so that they can make independent decisions on the merits of the applications. As the Committee will operate as a quasi-judicial committee, prior experience on a committee, task force or tribunal would be an asset. A Committee composed of professionals such as auditors, accountants, lawyers, academics and other individuals having a familiarity with municipal election campaign financing rules is recommended.

To avoid possible conflicts of interest, any member appointed to the 2018 Municipal Election Compliance Audit Committee must declare that they will not prepare the financial statements of any candidate running for office on Municipal Council for the term for which the Committee is established. Therefore, any member appointed to the Committee would have to agree to this in writing, prior to the appointment being made. Failure to adhere to this requirement shall result in the individual being removed from the Committee.

Appointments to the Committee

Municipal Council, at its meeting of February 11, 2014 appointed Tim Cobban, Andrew Wright and Christene Scrimgeour to the Municipal Elections Compliance Audit Committee established for the 2014 Municipal Election. The Civic Administration is recommending that Mr. Wright and Ms. Scrimgeour be appointed to the Municipal Elections Compliance Audit Committee (MECAC) being established for the 2018 Municipal Election. Dr. Cobban is not seeking reappointment. The Civic Administration is recommending that Dan Ross be appointed as the third member of the MECAC being established for the 2018 Municipal Election.

All three applicants meet the membership criteria identified in the terms of reference for the MECAC, which are as follows:

“The Committee will be composed of three (3) members, with membership drawn from the following stakeholder groups:

- (a) accounting and audit – accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates;*

- (b) *academic – college or university professors with expertise in political science or local government administration;*
- (c) *legal profession with experience in municipal law, municipal election law or administrative law;*
- (d) *professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and*
- (e) *other individuals with knowledge of the campaign financing rules of the Municipal Elections Act, 1996.*

Members of Council, employees or officers of the municipality or local board, any person who are registered third parties in the municipality in the election for which the committee is established or any persons who are candidates in the election for which the committee is established are not eligible to be appointed to the Committee, pursuant to clause 88.37(2) of the Municipal Elections Act, 1996, as amended.

Further, an individual shall be deemed ineligible to be a member of the Committee if they prepare the financial statements of any candidate running for office on Municipal Council during the term for which the Committee has been established.”

All three individuals have expressed interest in being appointed to the MECAC for the 2018 Municipal Election. The applicants have submitted a summary of their qualifications which are attached as Appendix “D” to this report, for the information of Municipal Council.

Financial Impact

The municipality is responsible for any costs resulting from the review of applications submitted to the MECAC. These costs include:

- Committee members’ honorarium, which is being recommended to be \$100.00 per member, per meeting
- auditor’s costs to perform an audit
- costs related to the Committee’s operations and activities
- legal costs related to an appeal to the Ontario Court of Justice with respect to a decision of the Committee
- legal costs to undertake legal action against the candidate for violations of the elections finance provisions of the *MEA*

Factors involved in determining MECAC costs include the number of compliance audit applications that are received, the number of meetings that are required to be held, and the complexity of the audits that need to be conducted. It is therefore difficult to pre-determine the costs that will result from the establishment of the MECAC process, as the number of applications to be submitted are unknown in advance. The Elections Reserve has been identified as the source of financing for the operational expenses of the MECAC.

Penalties

The following penalties are available to the courts upon conviction of violations under the *Municipal Elections Act, 1996*:

- Individual:
 - maximum fine of \$25,000
 - if convicted of a corrupt practice, automatic loss of seat and ineligible to run or be appointed to office
 - the Court has discretion to impose up to six months imprisonment for corrupt practice and for any other offence if the offence was committed knowingly
 - ineligible to be elected or appointed to any office until after the next general election if convicted of a corrupt practice
- Unions and Corporations:
 - maximum fine of \$50,000

Conclusion

The City Clerk recommends that the attached proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 for the purpose of establishing the Municipal Election Compliance Audit Committee for the 2018 Municipal Election with the source of financing for the operational costs of the Committee being identified as the Elections Reserve.

The City Clerk also recommends that the attached proposed by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to appoint Dan Ross, Andrew Wright and Christine Scrimgeour to the Municipal Election Compliance Audit Committee being established for the 2018 Municipal Election, in accordance with the *Municipal Elections Act, 2006*, as amended.

CONCURRED BY:	CONCURRED BY:
ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER/CHIEF FINANCIAL OFFICER	LINDA ROWE DEPUTY CITY CLERK
RECOMMENDED BY:	
CATHY SAUNDERS CITY CLERK	

APPENDIX A

Bill No.
2018

By-law No.

A by-law to establish the 2018 Municipal Election Compliance Audit Committee in accordance with Section 88.37 of the *Municipal Elections Act, 1996*, as amended.

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

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

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

AND WHEREAS section 88.37 of the *Municipal Elections Act, 1996*, as amended, requires council to establish a compliance audit committee;

AND WHEREAS this by-law and the Terms of Reference attached hereto as Schedule 1 comply with Section 270 of the *Municipal Act, 2001*, as amended, and Council Policy By-law A.-6151-17, with respect to the manner in which the municipality will try to ensure that it is accountable to the public for its actions and the manner in which the municipality will try to ensure that its actions are transparent to the public;

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

1. The attached Terms of Reference (Schedule 1) to establish the 2018 Municipal Election Compliance Audit Committee be adopted.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading – March 6, 2018
Second reading – March 6, 2018
Third reading – March 6, 2018

Schedule 1

TERMS OF REFERENCE

2018 MUNICIPAL ELECTION COMPLIANCE AUDIT COMMITTEE

Name

The name of the Committee is the “2018 Municipal Election Compliance Audit Committee”.

Term of the Committee

The term of the Committee shall be from December 1, 2018 to November 15, 2022.

Meetings

The Committee will meet as needed, with meetings to be scheduled by the City Clerk or their designate when a compliance audit application is received.

Mandate

The Committee is required to act in accordance with the powers and obligations set out in the *Municipal Elections Act, 1996*, as amended (*MEA*). The Committee will be required to:

- consider a compliance audit application received from an elector that a candidate or a registered third party has contravened provisions of the *MEA* relating to election campaign finances and determine whether it should be granted or rejected;
- if the application is granted, the committee shall appoint an auditor to conduct a compliance audit;
- receive the auditor’s report;
- consider the auditor’s report and if the report concludes that the candidate or registered third party appear to have contravened a provision of the *MEA* relating to election campaign finances, the committee may commence legal proceedings against the candidate or third party for the apparent contravention; and,
- consider the report(s) of the clerk identifying each contributor to a candidate for office on a council or a registered third party who appears to have contravened any of the contribution limits under section 88.9 or 88.13 of the *MEA* and decide whether to commence a legal proceeding against a contributor for an apparent contravention.

Composition

The Committee will be composed of three (3) members, with membership drawn from the following stakeholder groups:

- a) accounting and audit – accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates;
- b) academic – college or university professors with expertise in political science or local government administration;
- c) legal profession with experience in municipal law, municipal election law or administrative law;
- d) professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and,
- e) other individuals with knowledge of the campaign financing rules of the *Municipal Elections Act, 1996*, as amended.

Members of Council, employees or officers of the municipality or local board, any persons who are registered third parties in the municipality in the election for which the committee is established or any persons who are candidates in the election for which the Committee is established are not eligible to be appointed to the Committee, pursuant to clause 88.37(2) of the *Municipal Elections Act, 1996*, as amended.

Further, an individual shall be deemed ineligible to be a member of the Committee if they prepare the financial statements of any candidate running for office on Municipal Council during the term for which the Committee has been established.

Appointment Process

All applicants will be required to submit a summary outlining their qualifications and experience. A Nomination Committee consisting of the Managing Director, Corporate Services and Chief Financial Officer/City Treasurer, the City Clerk and the Deputy City Clerk will submit a short list of candidates to Council through the Corporate Services Committee. Any vacancies which arise after December 1, 2018 shall be nominated by the Nomination Committee to Council, through the Corporate Services Committee.

Members will be selected on the basis of the following:

- a) demonstrated knowledge and understanding of municipal election campaign financing rules and knowledge of the MEA and related regulations;
- b) proven analytical and decision-making skills;
- c) experience working on a committee, administrative tribunal, task force or similar setting;
- d) availability and willingness to attend meetings; and,
- e) excellent oral and written communication skills;

Members will be appointed by Municipal Council.

Compensation

Members shall receive an honorarium of \$100.00 per meeting, to be funded from the Election Reserve. Administrative costs for such items as printing and mailing will be absorbed within the City Clerk's Operating Budget.

Staff Support

The City Clerk shall establish administrative practices and procedures for the Committee and shall carry out any other duties required under this *Act* to implement the Committee's decisions.

Funding

Costs related to the retention of an auditor will be funded from the Election Reserve.

Costs incurred as a result of a decision of the Committee being challenged to the Superior Court of Justice shall be funded from the Election Reserve.

APPENDIX “B”

EXCERPTS FROM THE *MUNICIPAL ELECTIONS ACT, 1996, AS AMENDED*

Compliance Audit - Candidate

Application by elector

88.33 (1) An elector who is entitled to vote in an election and believes on reasonable grounds that a candidate has contravened a provision of this Act relating to election campaign finances may apply for a compliance audit of the candidate’s election campaign finances, even if the candidate has not filed a financial statement under section 88.25. 2016, c. 15, s. 63, *part*.

Application - requirements

(2) An application for a compliance audit shall be made to the clerk of the municipality or the secretary of the local board for which the candidate was nominated for office, and it shall be in writing and shall set out the reasons for the elector’s belief. 2016, c. 15, s. 63, *part*.

Application - deadline

- (3) The application must be made within 90 days after the latest of the following dates:
1. The filing date under section 88.30.
 2. The date the candidate filed a financial statement, if the statement was filed within 30 days after the applicable filing date under section 88.30.
 3. The candidate’s supplementary filing date, if any, under section 88.30.
 4. The date on which the candidate’s extension, if any, under subsection 88.23(6) expires. 2016, c. 15, s. 63, *part*.

Application – forwarding to committee

(4) Within 10 days after receiving the application, the clerk of the municipality or the secretary of the local board, as the case may be, shall forward the application to the compliance audit committee. 2016, c.15, s. 63, *part*.

Committee – meetings - notice

(5) Reasonable notice of the meetings of the committee under this section shall be given to the candidate, the applicant and the public. 2017, c. 20, sch. 10, s. 1, *part*.

Committee meetings – open

(5.1) The meetings of the committee under this section shall be open to the public, but the committee may deliberate in private. 2017, c. 20, Sch. 10, s. 1, *part*.

Committee meetings – open – despite Education Act

(6) Subsection (5.1) applies despite sections 207 and 208.1 of the *Education Act*, 2017, c.20, Sch. 10, s. 1, *part*.

Committee – declaration – 30 days

(7) Within 30 days after the committee has received the application, the committee shall consider the application and decide whether it should be granted or rejected. 2016, c.15, s. 63, *part*.

Committee – decision – distribution - reasons

(8) The decision of the committee to grant or reject the application, and brief written reasons for the decision, shall be given to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, c.15, s. 63, *part*.

Committee – decision - appeal

(9) The decision of the committee under subsection (7) may be appealed to the Superior Court of Justice within 15 days after the decision is made, and the court may make any decision the committee could have made. 2016, c. 15, s. 63, *part*.

Auditor - appointment

(10) If the committee decides under subsection (7) to grant the application, it shall appoint an auditor to conduct a compliance audit of the candidate's election campaign finances. 2016, c. 15, s. 63, *part*.

Auditors - qualifications

(11) Only auditors licensed under the *Public Accounting Act, 2004* or prescribed persons are eligible to be appointed under subsection (10). 2016, c. 15, s. 63, *part*.

Auditor - duty

(12) The auditor shall promptly conduct an audit of the candidate's election campaign finances to determine whether he or she has complied with the provisions of this Act relating to election campaign finances and shall prepare a report outlining any apparent contravention by the candidate. 2016, c. 15, s. 63, *part*.

Auditor report - distribution

(13) The auditor shall submit the report to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, C. 15, s. 63, *part*.

Auditor report – forwarded to the committee

(14) Within 10 days after receiving the report, the clerk of the municipality or the secretary of the local board shall forward the report to the compliance audit committee. 2016, c. 15, s. 63, *part*.

Auditor - powers

- (15) For the purpose of the audit, the auditor,
- (a) is entitled to have access, at all reasonable hours, to all relevant books, papers, documents or things of the candidate and of the municipality or local board; and
 - (b) has the powers set out in section 33 of the *Public Inquiries Act, 2009* and section 33 applies to the audit. 2016, c.15, s. 63, *part*.

Audit - costs

(16) The municipality or local board shall pay the auditor's costs of performing the audit. 2016, c. 15, s. 63, *part*.

Auditor report – review by committee

(17) The committee shall consider the report within 30 days after receiving it and, if the report concludes that the candidate appears to have contravened a provision of the Act relating to election campaign finances, the committee shall decide whether to commence a legal proceeding against the candidate for the apparent contravention. 2016, c.15, s. 63, *part*.

Auditor report – committee decision - reasons

(18) The decision of the committee under subsection (17), and brief written reasons for the decision, shall be given to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant. 2016, c.15, s. 63, *part*.

Audit - immunity

(19) No action or other proceeding for damages shall be instituted against an auditor appointed under subsection (10) for any act done in good faith in the execution or intended execution of the audit or for any alleged neglect or default in its execution in good faith. 20-16, c. 15, s. 63, *part*.

Saving provision – alleged contravention – campaign finances

(20) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to election campaign finances. 2016, c. 15, s. 63, *part*.

Compliance Audit – Candidate – Contributions**Review of contributions to candidates – by clerk**

88.34 (1) The clerk shall review the contributions reported on the financial statements submitted by a candidate under section 88.25 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.9. 2016, c. 15, s. 64, *part*.

Compliance audit – contributions – candidates - council

(2) As soon as possible following the day that is 30 days after the filing date or supplementary filing date, as the case may be, under section 88.30, the clerk shall prepare a report identifying each contributor to a candidate for office on a council who appears to have contravened any of the contribution limits under section 88.9 and,

(a) if the contributor's total contributions to a candidate for office on a council appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to the candidate; and

(b) if the contributor's total contributions to two or more candidates for office on the same council appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to all candidates for office on the same council. 2016, c. 15, s. 64.

Date – Report – contributors in contravention – supplementary filing

(3) The clerk shall prepare a separate report under subsection (2) in respect of each contributor who appears to have contravened any of the contribution limits under section 88.9. 2016, c. 15, s. 64, *part*.

Clerk's report – council to compliance audit committee

(4) The clerk shall forward each report prepared under subsection (2) to the compliance audit committee. 2016, c. 15, s. 64, *part*.

Clerk's report – identifying contributors – local board

(5) As soon as possible following the day that is 30 days after the filing date or supplementary filing date, as the case may be, under section 88.30, the clerk shall prepare a report identifying each contributor to a candidate for office on a local board who appears to have contravened any of the contribution limits under section 88.9 and,

(a) if the contributor's total contributions to a candidate for office on a local board appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to the candidate; and

(b) if the contributor's total contributions to two or more candidates for office on the same local board appear to exceed the limit under section 88.9, the report shall set out the contributions made by that contributor to all candidates for office on the same local board. 2016, c. 15, s. 64, *part*.

Clerk's report – separate – over limit – local board

(6) The clerk shall prepare a separate report under subsection (5) in respect of each contributor who appears to have contravened any of the contribution limits under section 88.9. 2016, c. 15, s. 64, *part*.

Clerk's report – local board – who receives

(7) The clerk shall forward each report prepared under subsection (5) to the secretary of the local board for which the candidate was nominated for office and, within 10 days after receiving the report, the secretary of the local board shall forward it to the compliance audit committee. 2016, c. 15, s. 64, *part*.

Clerk's report – review by compliance audit committee

(8) Within 30 days after receiving a report under subsection (4) or (7), the compliance audit committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention. 2016, c. 15, s. 64, *part*.

Clerk's report – committee meeting - notice

(9) Reasonable notice of the meetings of the committee under subsection (8) shall be given to the contributor, the applicable candidate and the public. 2017, c. 20, Sched. 10, s. 2, *part*.

Clerk's report – committee meeting open

(9.1) The meetings of the committee under subsection (8) shall be open to the public, but the committee may deliberate in private. 2017, c. 20, Sched. 10, s. 2, *part*.

Clerk's report – meeting – open – despite Education Act

(10) Subsection (9.1) applies despite sections 207 and 208.1 of the *Education Act*. 2017, c. 20, Sched. 10, s. 2, *part*.

Clerk's report – decision – reasons

(11) The decision of the committee under subsection (8), and brief written reasons for the decision, shall be given to the contributor and to the clerk of the municipality or the secretary of the local board, as the case may be. 2016, c. 15, s. 64, *part*.

Saving provision – alleged contravention – contribution limits

(12) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to contribution limits. 2016, c. 15, s. 64, *part*.

Compliance Audit – Registered Third Party Advertisements**Application – by elector**

88.35 (1) An elector who is entitled to vote in an election in a municipality and believes on reasonable grounds that a registered third party who is registered in relation to the election in the municipality has contravened a provision of this Act relating to campaign finances may apply for a compliance audit of the campaign finances of the registered third party in relation to third party advertisements, even if the registered third party has not filed a financial statement under section 88.29. 2016, c. 15, s. 65, *part*.

Application - requirements

(2) An application for a compliance audit shall be made to the clerk of the municipality in which the registered third party was registered, and it shall be made in writing and shall set out the reasons for the elector's belief. 2016, c. 15, s. 65, *part*.

Application - deadline

(3) The application must be made within 90 days after the latest of the following dates:

1. The filing date under section 88.30.
2. The date the registered third party filed a financial statement, if the statement was filed within 30 days after the applicable filing date under section 88.30.
3. The supplementary filing date, if any, for the registered third party under section 88.30.
4. The date on which the registered third party's extension, if any, under subsection 88.27 (3) expires. 2016, c. 15, s. 65, *part*.

Candidate provisions – application to registered third parties

(4) Subsections 88.33 (4) to (20) apply to a compliance audit under this section, with the following modifications:

1. A reference to a candidate shall be read as a reference to the registered third party.
2. A reference to the clerk with whom the candidate filed his or her nomination shall be read as a reference to the clerk of the municipality in which the registered third party is registered.
3. A reference to election campaign finances shall be read as a reference to the campaign finances of the registered third party in relation to third party advertisements that appear during an election in the municipality. 2016, c. 15, s. 65, *part*.

Compliance Audit – Registered Third Party Advertisements – Contributions

Review of contributions – by clerk

88.36 (1) The clerk shall review the contributions reported on the financial statements submitted by a registered third party under section 88.29 to determine whether any contributor appears to have exceeded any of the contribution limits under section 88.13. 2016, c. 15, s. 65, *part*.

Clerk’s report – requirements

(2) As soon as possible following the day that is 30 days after the filing date or supplementary filing date, as the case may be, under section 88.30 for a registered third party, the clerk shall prepare a report identifying each contributor to the registered third party who appears to have contravened any of the contribution limits under section 88.13 and,

(a) if the contributor’s total contributions to a registered third party that is registered in the municipality appear to exceed the limit under section 88.13, the report shall set out the contributions made by that contributor to the registered third party in relation to third party advertisements; and

(b) if the contributor’s total contributions to two or more registered third parties that are registered in the municipality appear to exceed the limit under section 88.13, the report shall set out the contributions made by that contributor to all registered third parties in the municipality in relation to third party advertisements. 2016, c. 15, s. 65, *part*.

Clerk’s report – separate contributions – over limit

(3) The clerk shall prepare a separate report under subsection (2) in respect of each contributor who appears to have contravened any of the contribution limits under section 88.13. 2016, c. 15, s. 65, *part*.

Clerk’s report – to compliance audit committee

(4) The clerk shall forward each report prepared under subsection (2) to the compliance audit committee. 2016, c. 15, s. 65, *part*.

Clerk’s report – review by compliance audit committee

(5) Within 30 days after receiving a report under subsection (4), the compliance audit committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention. 2016, c. 15, s. 65, *part*.

Clerk’s report – committee meeting - notice

(6) Reasonable notice of the meetings of the committee under subsection (5) shall be given to the contributor, the registered third party and the public. 2017, c. 20, Sched. 10, s. 3, *part*.

Clerk’s report – committee meeting - open

(6.1) The meetings of the committee under subsection (5) shall be open to the public, but the committee may deliberate in private. 2017, c. 20, Sched. 10, s. 3, *part*.

Clerk’s report – decision - reasons

(7) The decision of the committee under subsection (5), and brief written reasons for the decision, shall be given to the contributor and to the clerk of the municipality. 2016, c. 15, s. 65, *part*.

Saving provision – alleged contravention – contribution limits

(8) This section does not prevent a person from laying a charge or taking any other legal action, at any time, with respect to an alleged contravention of a provision of this Act relating to contribution limits. 2016, c. 15, s. 65, *part*.

Compliance Audit Committee

Time for establishing

88.37(1) A council or local board shall, establish a compliance audit before October 1 of an election year for the purposes of this Act. 2016, c. 15, s. 66, *part*.

Composition

(2) The committee shall be composed of not fewer than three and not more than seven members and shall not include,

- (a) employees or officers of the municipality or local board;
- (b) members of the council or local board;
- (c) any persons who are candidates in the election for which the committee is established; or
- (d) any persons who are registered third parties in the municipality in the election for which the committee is established. 2016, c. 15, s. 66, *part*.

Eligibility for appointment

(3) A person who has such qualifications and satisfies such eligibility requirements as may be prescribed is eligible for appointment to the committee. 2016, c.15, s. 66, *part*.

Eligibility criteria

(4) In appointing persons to the committee, the council or local board shall have regard to the prescribed eligibility criteria. 2016, c. 15, s. 66, *part*.

Term of Office

(5) The term of office of the committee is the same as the term of office of the council or local board that takes office following the next regular election, and the term of office of the members of the committee is the same as the term of the committee to which they have been appointed. 2016, c. 15, s. 66, *part*.

Role of clerk - secretary

(6) The clerk of the municipality or the secretary of the local board, as the case may be, shall establish administrative practices and procedures for the committee and shall carry out any other duties required under this Act to implement the committee's decisions. 2016, c. 15, s. 66, *part*.

Costs

(7) The council or local board, as the case may be, shall pay all costs in relation to the committee's operation and activities. 2016, c. 15, s. 63, *part*.

APPENDIX “C”

Bill No.
2018

By-law No.

A by-law to approve the appointments to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election in accordance with Sections 88.37 of the *Municipal Elections Act, 1996*, as amended.

WHEREAS section 88.37 of the *Municipal Elections Act, 1996*, as amended, requires Council to establish a Compliance Audit Committee;

AND WHEREAS the Council of The Corporation of the City of London wishes to appoint Dan Ross, Andrew Wright and Christene Scrimgeour to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election;

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

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

1. Dan Ross, Andrew Wright and Christene Scrimgeour be hereby appointed to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election for the term commencing December 1, 2018 and ending November 15, 2022.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading - March 6, 2018
Second reading – March 6, 2018
Third reading – March 6, 2018

APPENDIX “D”

Andrew Wright

Andrew Wright is a London lawyer who has practiced municipal and environmental law since his call to the Bar in 1973. He is a partner with Siskinds LLP. Mr. Wright is an Acting Referee under the Drainage Act. He is also one of the City's Hearings Officers for appeals under a number of City by-laws. He is a member of a number Audit Compliance Committees in Middlesex and Elgin Counties.

Christene Scrimgeour

Christene Scrimgeour is managing partner of Scrimgeour & Company CPA, Professional Corporation. The firm was established in 1998 and currently audits thirteen municipalities in Southwestern Ontario, as well as many not-for-profit organizations, registered charities and foundations. In addition, the firm provides extensive tax, accounting and advisory services.

Christene's professional activities include teaching A.M.C.T.O. courses and delivering speeches at various municipal functions. She attends Municipal Finance Officers Association's (MFOA) annual conference and CPA Ontario PSAB courses.

Christene is a member of CPA Ontario's Practice Inspection Committee and past founding member of CPA Ontario's Small Practice Committee.

Dan Ross

Dan Ross is a retired London lawyer and local business owner who has served on many community organizations, including the London Health Sciences Foundation and the Richard Ivey School of Business. He continues to be strongly engaged in various local volunteer opportunities. Mr. Ross has also served as a Commissioner on Ontario's Health Services Restructuring Commission and as Chair of the Council Compensation Review Task Force.

In addition to his legal and business expertise, Mr. Ross has diverse skills covering such areas as Planned Giving, Stewardship, Fundraising, Annual Giving, Event Management, Philanthropy, Volunteer Management, Strategic Planning, Non-profits, Leadership, Coaching, Event Planning, Community Development, Community Outreach, Grant Writing, Strategic Communications, Media Relations, Leadership Development, Public Relations, Public Speaking, Board Development, Prospect Research, Corporate Communications and Marketing Communications.

TO:	CHAIR AND MEMBERS OF CORPORATE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2018
FROM:	WILLIAM C. COXHEAD MANAGING DIRECTOR, CORPORATE SERVICES AND CHIEF HUMAN RESOURCES OFFICER
SUBJECT:	UPDATE: EQUITY AND INCLUSION LENS FOR DEVELOPMENT OF POLICIES, PROCEDURES AND PROGRAMS

RECOMMENDATION

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the following actions **BE TAKEN** with respect to the review and development of City of London policies, procedures and programs:

- a) A new Equity and Inclusion Lens **BE DEVELOPED** building on the Gender Equity Lens which is already in place having regard for the City of Ottawa’s 2015 Equity and Inclusion Lens Handbook; *it being noted that the new Equity and Inclusion Lens will include the dimensions associated with gender and accessibility;* and,
- b) Training **BE PROVIDED** to all applicable City of London employees and Council Members involved in the review and development of City of London policies, procedures and programs in order to provide them with the necessary knowledge and tools required to apply the Equity and Inclusion Lens during their review and development of policies, procedures and programs.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Various updates regarding Workplace Diversity and Inclusion initiatives and metrics including:

- November 7, 2017 – Equity and Inclusion Lens for the Development of Policies, Procedures and Programs
- May 9, 2017 – “Workplace Diversity and Inclusion

BACKGROUND

In accordance with the City of London’s Strategic Plan, Civic Administration developed a Gender Equity Lens tool and completed training for all employees involved in the development and execution of new policies. The Gender Equity Lens tool incorporates the intersectional nature of personal and individual identities. The focus of the Lens was on gender aspects of individuals, however, it also connected with aspects of race, socio-economic status, gender identity and gender expression, sexual orientation, disabilities and creed. A conscious effort was made to acknowledge all the human rights grounds under the Ontario Human Rights Code.

In May of 2017, Municipal Council requested the Administration to report back on the feasibility and implications of implementing the following application of an “Equity and Inclusion Lens” and an “Accessibility Lens” when reviewing policies and procedures in addition to the “Gender Equity Lens” that is already being applied.

In November 2017, Civic Administration advised that a new Equity and Inclusion Lens was feasible and there would be no discernable implications to its development by November of 2018. Civic Administration recommended that a new Equity and Inclusion Lens be developed which would build on the Gender Equity Lens which is already in place. Municipal Council referred this back to Civic Administration to review and report back with respect to the City of Ottawa's Equity and Inclusion Lens Handbook and how that good work could be adopted, modified or adapted to meet our needs. This Report is submitted in response to the referral which read as follows:

At its meeting on November 14, 2017, Municipal Council resolved that:

clause 9 of the 29th Report of the Corporate Services Committee BE REFERRED back to the Managing Director, Corporate Services and Chief Human Resources Officer to review and report back with respect to the City of Ottawa's Equity and Inclusion Lens Handbook. Clause 9 read as follows:

That, on the recommendation of the Managing Director, Corporate Services & Chief Human Resources Officer, the following actions be taken with respect to the review and development of City of London policies, procedures and programs:

- a) a new Equity and Inclusion Lens BE DEVELOPED building on the Gender Equity Lens which is already in place;;*
- b) training BE PROVIDED to all applicable City of London employees and Council Members involved in the review and development of City of London policies, procedures and programs in order to provide them with the necessary knowledge and tools required to apply the Equity and Inclusion Lens during their review and development of policies, procedures and programs. (9/29/CSC) (AS AMENDED)*

City of Ottawa Equity and Inclusion Lens Handbook

Civic Administration has reviewed the City of Ottawa's Equity and Inclusion Lens Handbook which was created in the year 2008-2010 and revised in 2015. This Lens uses specific City of Ottawa municipal programs and services as the framework for development and analysis and cannot be adopted straight up. A link to this document can be found at <http://www.cawivtf.org/sites/default/files/publications/ei-lens-community-agencies-2015-en.pdf>.

The Ottawa Handbook has proven to be an effective tool for the City of Ottawa and offers valuable content and format considerations for the development of the City of London's Equity and Inclusion Lens.

Civic Administration is recommending that we develop London's Equity and Inclusion Lens, using Ottawa's lens as a guide and to also have regard for lenses from other organizations with similar tools such as cities of Edmonton and Calgary. Doing this will help to:

- Maintain and update similar language as our existing Gender Equity Lens tool;
- incorporate learnings from the development and rollout of the Gender Equity Lens tool;
- respond to the specific and unique nature of our demographics and organization; and,
- incorporate valuable input from our various advisory groups namely Diversity, Inclusion and Anti-Oppression Advisory Committee, and the Accessibility Advisory Committee.

CONCLUSION

Civic Administration recommends that an Equity and Inclusion Lens be developed, using the City of Ottawa Equity and Inclusion Lens Handbook as a starting point. It also recommends that in its development, Civic Administration consider the tools from other similar organizations and consult with the various City of London's advisory groups.

By using the City of Ottawa's Equity and Inclusion Lens Handbook as the starting point in the development of the City of London's Equity and Inclusion Lens, Civic Administration believes that the City of London Equity and Inclusion Lens could be developed and applicable employees could be trained well in advance of the initial timeline provided. It is anticipated that the City of London's Equity and Inclusion Lens could be developed by the fall of 2018, with training to ensue after.

PREPARED BY:	PREPARED BY:
SALEHA KHAN ORGANIZATIONAL DEVELOPMENT SPECIALIST – DIVERSITY & INCLUSION, HUMAN RESOURCES	GARY BRIDGE MANAGER, HUMAN RESOURCES AND CORPORATE SERVICES
RECOMMENDED BY:	
WILLIAM C. COXHEAD MANAGING DIRECTOR, CORPORATE SERVICES AND CHIEF HUMAN RESOURCES OFFICER	

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING OF FEBRUARY 20, 2018
FROM:	ROSANNA WILCOX, DIRECTOR, COMMUNITY & ECONOMIC INNOVATION
SUBJECT:	INFRASTRUCTURE CANADA'S SMART CITIES CHALLENGE

RECOMMENDATION

That, on the recommendation of the Director, Community & Economic Innovation, the following report, including the attached Smart Cities Challenge Applicant Guide, **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

December 7, 2015 – Strategic Priorities and Policy Committee, proposed Terms of Reference for the *Smart City Strategy*.

BACKGROUND

Purpose

The purpose of this report is to provide an overview of Infrastructure Canada's Smart Cities Challenge and the actions that the City of London will be undertaking related to the Challenge.

Smart Cities Challenge Overview

Announced by Infrastructure Canada, the Smart Cities Challenge is a competition open to all municipalities, local or regional governments, and Indigenous communities (First Nations, Inuit, and Métis) across Canada. A community or group of communities may only submit one application to the competition.

The Challenge is intended to inspire communities across the country to define their future with the help of their residents through the use of a smart cities approach.

What is a Smart Cities Approach?

As defined in the Smart Cities Challenge applicant guide, a smart cities approach aims to achieve meaningful outcomes for residents by leveraging the fundamental benefits that data and connected technology have to offer: openness, integration, transferability and collaboration.

Challenge Statement and Preliminary Proposal

At the heart of the Smart Cities Challenge is the development of a Challenge Statement. This Statement is a single sentence that defines the outcome or outcomes a community aims to achieve by implementing its smart cities proposal.

The Challenge Statement should address an important problem faced by the community and it should be shaped by residents, both in its development and implementation. It must also be measurable, ambitious, and achievable through the proposed use of data and connected technology.

Preliminary proposals will outline the planned activities or projects to achieve the outcome(s) set out in the Challenge Statement. In developing these proposals, communities are asked to select no more than two of the following as the area(s) of focus for their proposals:

- Economic opportunity
- Empowerment and inclusion
- Environmental quality
- Healthy living and recreation

- Mobility
- Safety and security

Prizes

The following prizes are available in the Smart Cities Challenge:

- One prize of up to \$50 million (all population sizes)
- Two prizes of up to \$10 million each (population under 500,000 residents)
- One prize of up to \$5 million (population under 30,000 residents)

Applicants may only select one prize category. Finalists will receive a \$250,000 grant to develop their final proposal. Winners will receive funding through contribution agreements with Infrastructure Canada.

Application

Key components of the Smart Cities application include:

- Prize category selection;
- Challenge Statement;
- Description of the outcome (or outcomes) the proposal seeks to achieve by elaborating on the Challenge Statement;
- Description of how community residents have shaped the Challenge Statement and plans for continuing to engage and involve them in the final proposal going forward;
- Description of the preliminary proposal and its activities or projects;
- Description of the ways in which the preliminary proposal supports the community's medium and long-term goals, strategies and plans;
- Description of the community's readiness and ability to successfully implement the proposal;
- Plan for using the \$250,000 grant to develop final proposal, if selected as a finalist; and,
- Description of the partners that are or will be involved in the proposal or how they will be selected in the future.

Communities are encouraged to undertake meaningful engagement with residents and forge new partnerships with new and non-traditional partners. Smart Cities approaches should not only benefit a single community, but should be scalable and replicable across Canada.

Full application details, including evaluation criteria and weighting can be found in the Applicant Guide. <https://impact.canada.ca/en/challenges/smart-cities/applicant-guide>

Timelines

Applications must be submitted on or before April 24, 2018. Eligible applications will be reviewed by experts and then evaluated by an independent jury, with finalists being selected by Summer 2018. Each of these finalists will receive a \$250,000 grant to develop and complete their final proposal. Finalist proposals will be due in Winter 2019. The deadline and evaluation criteria for these proposals will be available when the finalists are announced.

NEXT STEPS

Council has already completed a significant amount of work and community engagement on the subject of smart cities. ReThink London, one of the largest community engagement processes around an Official Plan in Canada, saw more than 20,000 Londoner's become involved in an advanced city-building conversation about London's future. Through that discussion, there was a substantial and ongoing dialogue on the role of technology in delivering our future city-building. Stemming from this public engagement, there is an entire chapter within the new Official Plan, "The London Plan," dedicated specifically to smart cities. This is a unique aspect of an Official Plan in Canada and demonstrates the community's and Council's interest in advancing London as a smart city.

This chapter of The London Plan provides Council's vision for London as a smart city – one that uses information and communication technology to help improve the "city's economy, mobility, environment, citizenship, quality of life and city governance." The London Plan goes on to state

that a “Smart City Strategy” will be prepared to “establish a clear strategy for collaboration, facilitation, investment, infrastructure advancement, skill development and other initiatives supportive of a smart city.”

Building upon this work, Council’s 2015-2019 Strategic Plan identified the Smart Cities Strategy (now called the Future City Strategy) within the strategic areas of focus ‘Growing Our Economy’ and ‘Leading in Public Service.’ This set the Future City Strategy as an important priority project for Council and it was subsequently funded through the corresponding four-year budget (together with funding from community partners collaborating on the project).

Council endorsed a terms of reference for the Future City Strategy and embarked upon an innovative partnership with LARG*net (which includes representation from Western University, Fanshawe College, London Health Science Centre and St. Joseph’s Health Care Centre), London Hydro, and the London Economic Development Corporation to prepare the strategy. A significant amount of stakeholder and public engagement has occurred through the preparation of the first two phases of the Future City Strategy. Six engagement sessions took place through 2017 to garner a significant amount of community input on smart city gaps, needs and future opportunities. An information report to Council is expected in April of 2018 and the final strategy is due for completion in the latter part of Q2, 2018.

Given the above-noted strategic alignment and the significant amount of targeted community engagement that has already occurred in relation to smart cities, the City of London is well-positioned to participate in the Smart Cities Challenge.

Engagement and Communication Strategy

In order to develop and submit an application to the Smart Cities Challenge process, the City will be undertaking the following actions:

Phase 1: Broad engagement on area(s) of focus (February 28 – March 14)

Building the City’s work to date on The London Plan and London’s Future City Strategy, the City will initiate a community conversation on the focus of our Smart Cities Challenge application.

Using the www.getinvolved.london.ca platform, residents will have the opportunity to identify the area or areas of focus that they would like to be considered for the Challenge application. These areas of focus will align with those outlined in the Smart Cities Challenge applicant guide:

- Economic opportunity
- Empowerment and inclusion
- Environmental quality
- Healthy living and recreation
- Mobility
- Safety and security

A free form text box will be available to capture specific ideas should residents wish to submit them.

Complimentary to this engagement, City staff and Civic Leaders and Innovators, building on the feedback gathered through The London Plan and current Future City project work, will identify problem statements and/or projects for consideration related to the above-noted areas of focus.

Phase 2: Ideation session (late March)

Based on the results of Phase 1, key stakeholders and contributors will be invited to participate in a Smart Cities Challenge ideation session. At this session participants will consider the list of problem statements/projects/ideas collected through Phase 1 and select the idea they would like to focus on for the Challenge application. Once selected, participants will work on specific elements of the preliminary proposal, including: Challenge Statement, desired outcomes, use of data and connected technology, etc.

Phase 3: Application development (early April)

Building upon Phase 2, a smaller team will be engaged to develop the Smart Cities Challenge application. Once completed, the draft application will be circulated to all participants and posted on getinvolved.london.ca for review and comment prior to being submitted to Infrastructure Canada on April 24, 2018.

At the outset of the process Council will receive a communications package to assist with promotion of the Smart Cities Challenge and engagement opportunities. This will include key messages, dates, timelines and social media assets. Media will also receive information on the contest with key dates and engagement opportunities.

The Challenge will be promoted through social media, London.ca, getinvolved.london.ca, e-newsletters, community groups and key stakeholders from The London Plan and current Future City Strategy processes. Getinvolved.london.ca will outline what the Smart Cities Challenge is, the City's work to date related to smart cities, how to participate, examples of smart city ideas, and how information will be used.

Throughout the process, all information will be documented and shared through getinvolved.london.ca. All information gathered will also be used as ideation and input into Phase 3 of the Future City Strategy, as well as broader civic engagement and innovation initiatives (i.e. open data).

CONCLUSION

The Smart Cities Challenge provides an exciting opportunity to tackle some of the most pressing and complex issues facing our community through the use of a smart cities approach. Participation in this process builds upon existing smart cities strategies identified in The London Plan and Council's 2015-2019 Strategic Plan and will promote and inform future work in this field.

Recognition and appreciation is extended to the following individuals for their assistance in preparing this report: Jon-Paul McGonigle, Meagan Geudens, Patti McKague, Adam Thompson.

RECOMMENDED BY:	
Rosanna Wilcox Director, Community and Economic Innovation	
CONCURRED BY:	CONCURRED BY:
Mat Daley Director, Information Technology Services	John Fleming Managing Director, Planning and City Planner

c. Senior Leadership Team

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON FEBRUARY 20, 2018
FROM:	ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER
SUBJECT:	APPORTIONMENT OF TAXES

RECOMMENDATION

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the taxes on the blocks of land described in the attached Schedules **BE APPORTIONED** as indicated on the Schedules pursuant to Section 356 of the Municipal Act, 2001.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None.

BACKGROUND

The original blocks of land described in the attached Schedules have been subdivided by Plan of Subdivision or Condominium Plan. The Council has been requested, pursuant to Section 356 of the Municipal Act to direct the proper tax allocation.

The attached Schedules are based upon the relative assessments as determined by the Municipal Property Assessment Corporation. All property owners have been advised in writing of the tax apportionment.

PREPARED BY:	CONCURRED BY:
JIM LOGAN DIVISION MANAGER TAXATION & REVENUE	IAN COLLINS DIRECTOR, FINANCIAL SERVICES
RECOMMENDED BY:	
ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER	

TAX DIVISION AGENDA

Council Approval for Division of Taxes under Section 356, Municipal Act 2001

Meeting to be held Tuesday, the 20th day of February, 2018 in the Council Chambers, second floor, City Hall.

ROLL NUMBER	LEGAL DESCRIPTION
3936-090-440-13860	33R16614 & 33R19526
3936-060-080-00201	33R19498067890

Legal Description

Allocation of Taxes (\$) 2016

Section 356 of the Municipal Act

33R16614 & 33R19526

Originating Roll Number
090-440-13860

Existing Roll Number	Property Address and Description	Assessed Values	Year	Taxes	Less Payments/Adjustments	Balance
3936-090-440-13860	1671 Fanshawe Park Rd E	\$938,000	2016	\$ 5,229.60		\$ 5,229.60
	Plan 120C Pt Lot 7 8 17 to 20 33R16614 Pt Part 3					\$ -
						\$ -
						\$ -
	Totals	\$938,000		\$ 5,229.60	\$ -	\$ 5,229.60

Roll Number	Property Address and Description	Assessed Values	Year	Taxes	Less Payments/Adjustments	Adjustment to Account
3936-090-440-13862	1671 Fanshawe Park Rd E	115,566	2016	\$ 644.31	\$ -	\$ 644.31
	Plan 120C Pt Lot 7 8 33R16614Pt Part 3					
3936-090-440-13863	0 Cedarhololow Blvd E	822,434	2016	\$ 4,585.29	\$ -	\$ 4,585.29
	Plan 120C Pt Lot 7 8 17 to 20 33R19526 Parts 1 & 2					
	Totals	\$938,000.00		\$ 5,229.60	\$ -	\$ 5,229.60

Legal Description

Allocation of Taxes (\$) 2017

Section 356 of the Municipal Act

33R16614 & 33R19526

Originating Roll Number
090-440-13860

Existing Roll Number	Property Address and Description	Assessed Values	Year	Taxes	Less Payments/Adjustments	Balance
3936-090-440-13860	1671 Fanshawe Park Rd E	\$1,102,750	2017	\$ 15,002.29		\$ 15,002.29
	Plan 120C Pt Lot 7 8 17 to 20 33R16614 Pt Part 3					\$ -
						\$ -
						\$ -
	Totals	\$1,102,750		\$ 15,002.29	\$ -	\$ 15,002.29

Roll Number	Property Address and Description	Assessed Values	Year	Taxes	Less Payments/Adjustments	Adjustment to Account
3936-090-440-13862	1671 Fanshawe Park Rd E	135,865	2017	\$ 1,848.37	\$ -	\$ 1,848.37
	Plan 120C Pt Lot 7 8 33R16614Pt Part 3					
3936-090-440-13863	0 Cedarhololow Blvd E	966,885	2017	\$ 13,153.92	\$ -	\$ 13,153.92
	Plan 120C Pt Lot 7 8 17 to 20 33R19526 Parts 1 & 2					
	Totals	\$1,102,750.00		\$ 15,002.29	\$ -	\$ 15,002.29

Legal Description
33R19498

Allocation of Taxes (\$) 2017
Originating Roll Number
060-080-00201

Section 356 of the Municipal Act

Existing Roll Number	Property Address and Description	Assessed Values	Year	Taxes	Less Payments/Adjustments	Balance
3936-060-080-00201	96 Wharnclyffe Rd S.	\$184,675	2017	\$ 6,821.55		
	Plan 300 Lot 6	\$92,325		\$ 1,256.03		
						\$ -
						\$ -
	Totals	\$277,000		\$ 8,077.58	\$ 334.95	\$ 7,742.63

Roll Number	Property Address and Description	Assessed Values	Year	Taxes	Less Payments/Adjustments	Adjustment to Account
3936-060-080-09603	96 Wharnclyffe Rd S.	184,675	2017	\$ 5,385.30		\$ 5,385.30
	Plan 300 Pt Lot 6 33R19498 Parts 4 & 5					
3936-060-080-09604	94 Wharnclyffe Rd S.	92,325	2017	\$ 2,692.28	\$ 334.95	\$ 2,357.33
	Plan 300 Pt Lot 6 33R19498 Parts 2 & 3					
	Totals	\$277,000.00		\$ 8,077.58	\$ 334.95	\$ 7,742.63



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

London
CANADA

January 19, 2018

Chair and Members
Corporate Services Committee

Re: Requests for "Sister City" Partnerships

From time to time the City of London receives requests from international cities to establish a "Sister City" partnership for cultural or commercial purposes. The City of London has entertained some of these partnerships in the past, but more recently the practice has been to not participate. However, I believe this position needs to be revisited given the increasing diversity of our population, our role as a Compassionate City, and the economic objectives of the City of London.

It would be beneficial to formalize the Municipal Council's position with respect to Sister City partnerships, be it to refrain from them altogether, or to only enter into a Sister City partnership if certain requirements are met. With this in mind, I would respectfully request that:

- a) the Civic Administration BE ADVISED whether or not the Municipal Council wishes the City of London to participate in Sister City partnerships; and
- b) depending on the direction in a), above, the Civic Administration BE REQUESTED to report back at a future meeting of the Corporate Services Committee with the appropriate draft policy to support the Municipal Council's position with respect to Sister City partnerships.

Respectfully submitted,

H.L. Usher
Councillor, Ward 12



London
CANADA

OFFICE
OF MAYOR
MATT BROWN

February 20, 2018

Chair and Members
Corporate Services Committee

Re: Mayors report back on Federation of Canadian Municipalities
Delegation to Washington, DC, January 23-26, 2018

GLOSSARY OF ORGANIZATIONS

United States Conference of Mayors:

The United States Conference of Mayors (USCM) is the American equivalent to the Federation of Canadian Municipalities (FCM). The United States Conference of Mayors represents the 1,408 cities in the United States with populations of 30,000 or more. Each city is represented in the Conference by the mayor as the chief elected official.

The Conference holds its Winter Meeting each January in Washington, D.C., which brings together over 250 mayors from the United States and abroad. Conference members contribute to joint advocacy efforts and programs to advance municipal priorities. Mayors contribute to the development of national urban policy by serving on one or more of the conference's standing committees.

United States Conference of Mayors' policies and programs are developed by an Executive Committee and Advisory Board, as well as standing committees and task forces which are formed to address specific issues.

The Wilson Center's Canada Institute:

The Woodrow Wilson International Center for Scholars ("the Wilson Center"), located in Washington, D.C., is a highly regarded think tank which was founded as a Presidential Memorial as part of the Smithsonian Institution in 1968. The Wilson Center ranks in the top 10 most influential policy think tanks in the world.

The Wilson Center's Canada Institute was founded in 2001 to increase awareness and knowledge about Canada and Canada-U.S. relations among U.S. policymakers and opinion leaders. The Canada Institute works to strengthen the Canada-U.S. relationship by advancing dialogue and the free flow of ideas on key bilateral issues in three principle areas: border security, trade, and energy and the environment.

300 Dufferin Avenue
P.O. Box 5053
London, ON Canada
N6A 4L9

THE CORPORATION OF
THE CITY OF LONDON

T. 519.661.4920
F. 519.661.5308
mayor@london.ca

LONDON.CA

Strong Cities Network:

Launched at the United Nations in September 2015, the Strong Cities Network (SCN) is the first ever global network of mayors, municipal-level policy makers and practitioners united in building social cohesion and community resilience to counter violent extremism in all its forms.

Led by the Institute of Strategic Dialogue and comprised of more than 120 cities, the Strong Cities Network builds collaboration between mayors, political actors and frontline teams to tackle polarisation, hate and violence in communities across the globe. The network advances community-centric approaches to counter violent extremism through peer learning and expert training.

OVERVIEW

The Federation of Canadian Municipalities arranged a delegation of Canadian mayors to travel to Washington, DC, with support from four key groups interested in having Canadian mayors attend:

The United Nations' Strong Cities Network organized a series of public-private roundtable discussions and workshops on countering violent extremism to coincide with the United States Conference of Mayors meeting. The American Ambassador to Canada, Kelly Craft, invited Canadian mayors to participate in the Strong Cities Network sessions, and the US Embassy paid travel expenses for the delegation to attend.

The Canadian Embassy in D.C. co-hosted the United States Conference of Mayors this year, and reached out to the Federation of Canadian Municipalities to ensure a strong showing of Canadian mayors at the conference.

The Wilson Center's Canada Institute worked with the Federation of Canadian Municipalities to arrange a luncheon and panel discussion, bringing Canadian mayors together to speak to American mayors, academics, and policy and decision makers on international trade and Canada-US relations.

Global Affairs Canada provided resources to the delegation as part of the federal government's outreach strategy supporting ongoing NAFTA negotiations. The delegation coincided with the sixth round of negotiations, which took place in Montreal, QC from January 23-28. The federal government has been active in engaging municipal and provincial partners to approach American counterparts on the importance of NAFTA to the economies of both countries.

The Federation of Canadian Municipalities' delegation was comprised of seven Canadian mayors: Matt Brown (London, ON); Don Iveson (Edmonton, AB); Charlie Clark (Saskatoon, SK); Drew Dilkens (Windsor, ON); Régis Labeaume (Quebec, QC); Maxime Pedneaud-Jobin (Gatineau, QC); and Jim Watson (Ottawa, ON); as well as police services representatives from Surrey, BC and Victoria, BC.

PURPOSE

The City of London's participation in the delegation was focused on two principle outcomes:

1. Communicating the critical importance of free trade to the regional economy on both sides of the border.
2. Participating in international conversations regarding safe and inclusive communities;
3. Foster relationships with key US Cities regarding trade and major employers.

KEY ENGAGEMENTS

United States Conference of Mayors Winter Meeting

The United States Conference of Mayors presented an opportunity to connect, formally and informally, with mayors and senior staff from across the United States. To support the Mayor reached out proactively to arrange meetings with a small number of key US cities which are home to the US headquarters of major local employers.

Meetings with the mayors of multiple US cities were arranged: Washington, DC (home of Trojan Technology's parent company); Baltimore, MD (home of McCormick Co.); and Saint Paul and Maplewood, MN (major US operations for 3M) and Sterling Heights, MI (home of GDLS). City-specific backgrounders were prepared to provide some key take-away information for mayors and staff.

London was successful in meeting with the mayors of Washington, DC and Baltimore, MD. Saint Paul and Maplewood, MN and Sterling Heights, MI were arranged via teleconference upon return to London.

The conference also provided opportunities for informal conversations with mayors and staff from across the US and abroad. Mayor Brown engaged in dozens of conversations about the importance of NAFTA to both Canada and the US.

Overall, American mayors and representatives expressed similar commitments to free trade through NAFTA, recognizing the benefits to their own communities. In most cases, Americans expressed surprise at the significant trade and corporate connections between London and their cities. Trade between USA and London is \$12.95-billion annually. *(See Appendix I)* From this standpoint, sharing information specific to the economic relationships between London and American cities was a valuable awareness building opportunity.

Meeting with Vice President of the US Chamber of Commerce, Neil Harrington

The City of London, working with the London Chamber of Commerce and the Federation of Canadian Municipalities, arranged a meeting with the US Chamber of Commerce. Mayor Brown was joined by Mayor Dilkens of Windsor and Mayor Iveson of Edmonton for a private meeting with Neil Harrington, Vice President, Americas for the US Chamber of Commerce.

This meeting allowed for valuable and frank discussions about the current state of NAFTA negotiations, as well as information sharing on local and international efforts ongoing through municipalities and Chambers of Commerce. The key takeaway from this meeting was the value and importance of the multi-pronged approach being undertaken by all levels of government in Canada.

Wilson Centre's Canada Institute

The engagement opportunity presented by the Wilson Centre included a roundtable discussion focused on the Canadian perspective on the importance of NAFTA, as well as a panel discussion highlighting cross-border supply chain integration.

During the roundtable discussion, moderated by Canada Institute Director Laura Dawson, Canadian mayors were asked to provide local examples and perspective on the benefits of NAFTA to cities on both sides of the border. The discussion was followed by an open question and answer period with the mayors. In attendance were representatives from the US State Department, private sector business leaders, and Canadian embassy representatives from Ontario, Alberta, Quebec, and Saskatchewan.

Following the roundtable, Mayor Dilkens and Mayor Iveson were joined by Mayor Juan Manuel Gastelum of Tijuana and Mayor Kevin Faulconer of San Diego for a panel discussion. The primary focus of the panel was the mutually beneficial trading relationships which have been established as a result of NAFTA, which was presented to an audience of over 100 researchers, private and public sector representatives, and policy analysts as well as being live-streamed internationally online by the Wilson Center.

Meeting with Canadian Ambassador to the US

The mayors were invited to a one hour sit-down meeting with Canada's Ambassador to the US, David MacNaughton. The ambassador was joined by policy experts from the Canadian Embassy, Ontario's representative in Washington, Monique Smith, and representatives from Quebec and Alberta.

The mayors shared local perspectives and received updates on the embassy's work to support NAFTA negotiations. Embassy representatives took the opportunity to reinforce the importance of communicating directly to cities with significant trading relationships and business connections. These conversations are recognized on both sides of the border as a highly effective means of advocating for a mutually beneficial NAFTA agreement.

Launch of the Strong Cities Network Private-Public Partnership Task Force Against Hate

The principle session presented by the Strong Cities Network was the launch of the Private-Public Partnership Task Force Against Hate. The City of London was invited to participate in a roundtable discussion which included private sector partners (eg. Google, Airbnb), the US State Department, as well as the mayors of over 20 cities in the US, Canada, the UK, and Germany.

The discussion provided an opportunity for cities to share experiences and best practices, as well as learn about private sector initiatives in the field of Countering Violent Extremism. Lord Mayor Thomas Geisel of Düsseldorf and Mayor Jim Watson of Ottawa presented case studies of events and responses to situations in their cities. Ross LaJeunesse, Global Head of International Relations for Google spoke on the company's efforts to prevent radicalization by removing extremist content and promoting anti-extremist testimony from previously radicalized individuals.

FOLLOW UP

A number of bi-lateral calls of have occurred or scheduled upon the Mayors return from Washington, DC. These calls were to connect with US cities which are home to the US headquarters of major local employers.

A call with Mayor Slawik of Maplewood, MN discussed major employer, 3M, Rapid Transit and the possibility of a formal or informal "Sister City" agreement.

A call with Mayor Taylor of Sterling Heights, MI involved discussion of major employer General Dynamics Land Systems. The defence industry represents a significant portion of both local and regional economies.

A call with Mayor Carter of St. Paul, MN to discuss major employer, 3M is scheduled for February 20th

A debriefing session with Public Affairs Officer Anne Seshadri and Cultural & Academic Affairs Claudia Valladolid from the US Consulate in Toronto occurred February 8th.

The focus of this session was to provide insight into the meetings and events attended and provide context of how the topics of combating violent extremism and NAFTA/Trade affect London directly.

Mayor's office will connect staff from US Consulate with community organizations to establish a relationship that may lead to funding arrangements.



London
CANADA

OFFICE
OF MAYOR
MATT BROWN

CONCLUSION

The United States Conference of Mayors presented a unique opportunity for London to participate in national and international conversations on topics that are of critical importance to our local economy. Through direct conversations with American representatives, the Mayor was able to build awareness of the economic ties that sustain jobs and infrastructure on both sides of the border.

London also contributed positively to joint advocacy efforts on behalf of the Federation of Canadian Municipalities, Global Affairs Canada, the Chamber of Commerce, and the Canadian Embassy in the US. Locally, media coverage on the radio, in print, and on television increased awareness of the City's efforts to ensure cross-border economic relationships are maintained and strengthened.

The City of London continues to seize on profile-building opportunities, proving time and again that we are a leader in commerce, culture, and innovation – our region's connection to the world.

Respectfully submitted by,

Mayor Matt Brown

300 Dufferin Avenue
P.O. Box 5053
London, ON Canada
N6A 4L9

THE CORPORATION OF
THE CITY OF LONDON

T. 519.661.4920
F. 519.661.5308
mayor@london.ca

LONDON.CA



London
CANADA

OFFICE
OF MAYOR
MATT BROWN

Appendix I. Brookings London/US Trade Fact sheet. Provided by
Federation of Canadian Municipalities via Global Affairs Canada

300 Dufferin Avenue
P.O. Box 5053
London, ON Canada
N6A 4L9

**THE CORPORATION OF
THE CITY OF LONDON**

T. 519.661.4920
F. 519.661.5308
mayor@london.ca

LONDON.CA

LONDON, ON

Metro North America

Total Trade with United States

\$12,949 (millions USD)

TOTAL TRADE RANK: **7**

Value Per Ton **\$2,365**

TOTAL VPT RANK: **5**

Total Exports to U.S.

\$7,088

(millions USD)

TOTAL EXPORTS RANK: **7**

Total Imports from U.S.

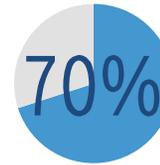
\$5,861

(millions USD)

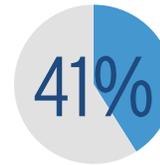
TOTAL IMPORTS RANK: **8**

Advanced Industries Share of Trade with United States

THIS METRO



CANADA



■ ADVANCED INDUSTRIES ■ OTHER INDUSTRIES

Top Commodities, United States (millions USD)

TOTAL EXPORTS	\$4700
TOTAL IMPORTS	\$2075
TOTAL TRADE	\$6774

Motor Vehicles and Parts

TOTAL EXPORTS	\$505
TOTAL IMPORTS	\$995
TOTAL TRADE	\$1500

Machinery and Tools

TOTAL EXPORTS	\$678
TOTAL IMPORTS	\$407
TOTAL TRADE	\$1085

Metals

TOTAL EXPORTS	\$173
TOTAL IMPORTS	\$618
TOTAL TRADE	\$790

Electronics

TOTAL EXPORTS	\$244
TOTAL IMPORTS	\$524
TOTAL TRADE	\$769

Chemicals and Plastics

Top U.S. Metro Trading Partners

RANK	METROPOLITAN AREA	TOTAL BILATERAL TRADE (\$ MIL)
1	Detroit-Warren-Livonia	\$855
2	New York-Northern New Jersey-Long Island	\$433
3	Chicago-Naperville-Joliet	\$379
4	Kansas City	\$244
5	Los Angeles-Long Beach-Santa Ana	\$229
6	Dallas-Fort Worth-Arlington	\$217
7	Houston-Baytown-Sugar Land	\$202
8	Columbus	\$179
9	Philadelphia-Camden-Wilmington	\$170
10	Boston-Cambridge-Quincy	\$167

* Brookings analysis of Economic Development Research Group data.

* Advanced industry trade includes the following commodity groups: aircraft and parts, electronics, machinery, motor vehicles and parts, pharmaceuticals, and precision instruments.

* Ranks are for the 33 census-defined Canadian metro areas.

* Total imports plus total exports may not equal total trade due to rounding.

January 30, 2018

Chair and Members
Corporate Services Committee

Re: I ♥ Beer and Bacon Event
Saturday, March 24, 2018, 4 PM -10 PM, London Convention Centre – 2nd Floor

The I ♥ Beer and Bacon Event is scheduled to take place on Saturday, March 24, 2018, from 4 PM to 10 PM, at the London Convention Centre. In order to be permitted to serve alcohol at the event, the Liquor Control Board requires the City of London to designate our event as one of municipal significance. The event will feature 24 Ontario breweries, cideries and distillers and 12 local eateries. Tickets will be sold at the door, with the majority sold online to any member of the general public aged 19 and up, with multiple check points making sure valid ID is present. Full security will be in attendance for the event.

We held a holiday “I ♥ Beer” event at the Convention Centre on November 25, 2017, and it was also a great community building event. The restaurants/catering companies for the November 25, 2017 and March 24, 2018 events are primarily local, chosen to showcase various eateries in London. We’ve have hosted these festivals across Southern Ontario, including such cities as Kitchener, Hamilton and Guelph, for the past year and they have been very well received.

We can assure you that we have been in full contact with the coordinator of the London Convention Centre and every rule and regulation will be adhered to.

The promotional information for the event can be found at <http://iheartbeer.ca/london/>

We look forward to your continued support in recognizing London’s I ♥ Beer and Bacon Event as a Municipally Significant Event.

Sincerely,



Matthew Surina
Assistant Co-Ordinator
I Heart Beer Limited
905-537-2309



Latin Gastronomy Festival

After an amazing response from the London community we are back for the third year with the Colombian Gastronomy Festival now call the Latin Gastronomy Festival, host by Stereo Caliente Entertainment, the day of the event is on Saturday July 21 from 1:00 pm to 12:00 am. We are going to host the event at Budweiser Gardens Parking Lot, an unbelievable spot in the heart of downtown London.

We want to keep it different, simple and fun to our very diverse, multicultural city where many different ethnic backgrounds reside, anywhere from the Latin American, Asian, Middle Eastern, Europeans, to just your local Canadians born and raised in London Ontario. One of the new challenges is also targeting other cities so we can promote London as a great destination. This is a new cultural experience to a very diverse city where diversity is welcomed and sought after.

Latin America is characterized by the variety of its cuisine, all within Mexico to Argentina but all with very different and distinct cultural traits. Last year we had in total 14 Food vendors this year we want to increase the amount of vendors that will be cooking traditional cuisine you would typically find walking down the streets of Latin-America.

Regarding the entertainment we are bringing a well-known salsa artist from Puerto Rico also will have DJ's playing Latin Music. The Music goes from Salsa to Vallenato, Spanish Rock to Latin House Music. We want to make this event as traditional and Fun at the same time while attracting the consumers from all other backgrounds.

At the Latin Gastronomy Festival we would like to offer alcoholic beverages working with Local Business. We are a small business who likes to support other small businesses, we believe in London's potential. We would like people to enjoy a cold beer and a nice cocktail while experiencing the authentic Colombian and Latin-American culture. For this reason we would like to apply for a Declaration of Municipal Significance

I believe this will be a very unique and exciting opportunity for Londoner's and people from other cities. Our goal is that People from all over London will attend so they are able to experience the Latin American culture first hand, taste new and exciting cuisine and be outside socializing with their friends and families. We believe that this event would be important for the city overall, giving to the community other options to enjoy the city of London and their events.

Sincerely,

Pablo Tovar

Event Organizer



London Taco Fest 2018

The second London Taco Fest is a cultural celebration that involves food, entertainment and music. Our mission is to bring our diverse city together. We are going to host the festival on Saturday August 25 at Budweiser Gardens Parking Lot; we decided to change the venue since we had an incredible response from the community on 2017.

One of our goals is to support and promote Local businesses from London and surrounding cities who can offer authentic Mexican food. Overall, London's Taco Fest will help in the growth of the city and to bring people together to celebrate The Taco Day.

We are going to have local bands, Mariachi and Djs who are going to play different types of music so we are able capture the interest of all demographics. Also, we would like to offer alcoholic beverages representing the Mexican culture such as Cerveza, Tequila, Micheladas and Margaritas. For this reason we would like to apply for a Declaration of Municipal Significance.

London Taco Fest will be a very unique and exciting opportunity for Londoner's and for the people who Frequently travel to the city for summer festivals. We want people to experience the Mexican Culture first hand and exciting cuisine while being outside in the sun socializing with friend and families.

Sincerely,

Pablo Tovar
Event Organizer

From: Lisa MUNRO
Sent: Monday, January 29, 2018 4:21 PM
To: Lysynski, Heather <hlysynsk@London.ca>
Cc: Matthew SEREDA; Charlene CAMILLO
Subject: DIAAC

Greetings Heather, I would like to introduce myself and the Learning Supervisor that supports the Equity portfolio in the Thames Valley District School Board. As Charlene indicated in her earlier email Matt Sereda will be assuming the role of Equity Lead for the TVDSB as Charlene transitions to full time work in the First Nations, Metis and Inuit portfolio. As such, I would like to request that Matt replace Charlene Camillo on the DIAAC Committee as the TVDSB representative.

Can you please let Matt know when this is approved by the DIAAC Council? I have cc'd Matt on this email so that you have his contact information. Please let me know if you require any additional information. Kind regards, Lisa Munro

Lisa Munro

Learning Supervisor

~ Learning Support Services

~ Organizational Support Services

(519) 452.2000 (ext. 20507)

Fax: (519) 452.2485

Thames Valley District School Board

l.munro@tvdsb.ca

www.lisamunro.ca

'I will act as if what I do will make a difference.' William James

Committee: **Animal Welfare Advisory Committee**

Organization/Sector represented:

Name: **Albert Cheng**

Address:

**1304-330 RIdout St. N
London, ON
N6A 0A7**

Occupation: **Lawyer**

Work experience: **Currently General Counsel at CarProof Corporation, previously an associate at Osler, Hoskin & Harcourt LLP**

Education: **J.D. Law, Dalhousie University Bachelor of Commerce, Queens University**

Skills: **Legal skills, legal drafting and analysis**

Interest reason: **Having just moved to London to take on the General Counsel role at CarProof , I am interested in becoming more involved with the community. As an animal rights activist I think this committee will be a good fit.**

Contributions: **As someone who is passionate about animal welfare, I can use my professional skills to help the committee with drafting and analysis.**

Past contributions: **In July I assisted my sister and brother-in-law in legally adopting a dog from Colombia through the NFP Save a Friend Rescue.**

Interpersonal: **As a professional I exchange my views with others on a daily basis, always in a respectful manner.**

Interview interest: **Yes**

Committee: **Animal Welfare Advisory Committee**

Organization/Sector represented:

Name: **Anna-Marie Rose Evans**

Address:

**10-1151 Riverside Drive
London, ON
N6H 2T7**

Occupation: **Operations Manager**

Work experience: **16 years in Public Sector- OLG 5 years in Department of National Defence Customer service, training & development, performance management, health & safety analytics, budgets.**

Education: **Human Resources Management Certified Human Resources Professional designation University courses in Psychology and Business Administration Various Leadership courses**

Skills: **Currently sit on a non-profit board for Community Habitat of London Deal with outside agencies, stakeholders in my current position Human Resources background Presently sit on 2 committies in my worplace**

Interest reason: **I am an advocate for animal welfare and I believe in giving back to my community, whether time, resources, etc.**

Contributions: **Enthusiasm, passion, business accumen, ability to work with a team in a committee environment**

Past contributions: **Not similar; however, currently: Vice President of Board for Community Habitat of London Advocate for Compassion Canada- developing and third world child sponsorship Volunteer with at-risk youth through Streetlight (Youth for Christ)**

Interpersonal: **Sitting on a Non-profit board currently Work with 8 other Department Managers- meet weekly and discuss issues that affect all employees. Work together to arrive at solutions**

Interview interest: **Yes**

Committee: **Animal Welfare Advisory Committee**

Organization/Sector represented:

Name: **Wendy Moore**

Address:

**105 Langarth St. W
London, ON**

Occupation: **self-employed**

Work experience: **I worked in the pet industry in London many years ago. My true occupation is as a marketing consultant and copywriter but my experience with animals, outside of my occupation, is extensive.**

Education: **My education includes a diploma in animal care and a certificate in small animal nutrition.**

Skills: **I have been caregiver for a wide variety of pets as well as wild animals over the years. I have worked in London's pet industry, have rescued and fostered abandoned animals.**

Interest reason: **I think it's important to have a strong and clear guidebook for the city's animals as well as making sure it is possible to enforce. My experience on both sides of the topic - working in the pet industry and well as being a caregiver would allow me to share experiences and opinions that benefit both development of guidelines and how to enforce them.**

Contributions: **See above.**

Past contributions: **N/A**

Interpersonal: **I have worked in corporations where this is a requirement in all communications.**

Interview interest: **Yes**

Committee: **Animal Welfare Advisory Committee**

Organization/Sector represented:

Name: **Maggie Morris**

Address:

**1247 Huron Street Unit 79
London Ontario
N5Y 4X7**

Occupation: **Administrative Assistant**

Work experience:

Education: **BA Wilfrid Laurier University 2008-2012 Schulich School of Medicine and Dentistry (UWO) Information Services Department - Administrative Assistant N.L Clarke Services o.a Trane Service Agency London - Administrative Assistant EyeLook Media Inc - Office Manager**

Skills: **Exceptional note taking and record keeping. Strong organizational skills. Experience with extensive research from my undergraduate degree. Accounting skills**

Interest reason: **I am an animal lover, I have adopted three cats and a dog all through rescues here in the city of London. I am a firm believer in responsible pet ownership, and see so many areas where the city of London could improve how it can serve the pet owners of the city. Additionally I think there are many resources that Pet Owners in the city are not aware of that could really benefit them through proper knowledge. I would love to bring my ideas to help the animals, and owners, of London.**

Contributions: **I believe I can bring strong research and organizational skills to the Animal Welfare Committee. As well as a voice from a younger generation.**

Past contributions:

Interpersonal:

Interview interest: **Yes**

Committee: **Animal Welfare Advisory Committee**

Organization/Sector represented: **n/a**

Name: **Susan Ross**

Address:

581 Elmdale Ave

London ON

N5X 1H6

Occupation: **children's author**

Work experience: **I am self-employed as a children's author. I did work for Social Services at London Ciity Hall 30 years ago writing manuals. I was also a substitute teacher for many years.**

Education: **I have a B.A. and B.Ed.**

Skills: **I have had many animals over the years and have been actively supporting animal welfare through Letters to the Editors of the London Free Press and my Facebook page.**

Interest reason: **I am very concerned about our treatment of animals in this city.**

Contributions: **I am a writer so I can draft letters to council on behalf of our committee.**

Past contributions: **I believe my letters to council and the paper and my presentation at City Hall contributed to the new animal by-laws re number of pets allowed per household.**

Interpersonal: **Life.**

Interview interest: **Yes**

Committee: **Animal Welfare Advisory Committee**

Organization/Sector represented:

Name: **Leia Smoudianis**

Address:

**1304-330 Ridout St. N
London, ON
N6A 0A7**

Occupation: **Marketing specialist**

Work experience: **I currently head up the marketing division at Ironstone Building Company and am a regular guest-host on The Shopping Channel representing Dyson.**

Education: **Master of Arts in Journalism, Western University Bachelor of Arts in Political Science, University of Victoria**

Skills: **As an experienced marketer I am skilled at communicating with the public and gaining attention for causes that I am involved with.**

Interest reason: **Having just moved to London, I wish to be involved in the local community. My personal passion is animal welfare and rights so the Animal Welfare Advisory Committee is a perfect fit.**

Contributions: **With a diverse set of skills to offer I can help translate plans into action.**

Past contributions: **I haven't been involved in an animal welfare committee before but have experience volunteering for several different organizations that help the homeless and aboriginal youth.**

Interpersonal: **As an experienced professional I have worked with people of all levels of ability and skill and have always treated everyone with respect and appreciation.**

Interview interest: **Yes**

Committee: **Animal Welfare Advisory Committee**

Organization/Sector represented: **No organization/ Member at Large position**

Name: **Vicki Van Linden**

Address:

**431 Ridgewood Crescent
London, ON, N6J 3H2**

Occupation: **Retired**

Work experience: **Have worked a variety of service industry jobs from courier driver to customer service representative in a variety of businesses.**

Education: **Honours BA in Communications Studies.**

Skills: **-Have worked in hands-on cat rescue for about 20 years. -Co-founded a grassroots London group called FOCA-Friends of Captive Animals that advocates for captive wild animals. -Previous member of the AWAC for 7 years, and according to city policy am eligible to serve for one additional year. -Chaired the AWAC during 2014, during which time we made considerable effort to engage local rescue groups in policy discussions, and promoted harmonious relationships between the animal rescue/advocacy community, civic administration and council. -Currently a non-voting member of the Companion Animal Sub-committee of the AWAC. -Am a member of the board of directors of Animal Alliance of Canada, an animal protection group, and do online research and writing for that group.**

Interest reason: **At present, the current AWAC is composed of mostly new or very recent members. There is a considerable learning curve involved in understanding how to promote the goals of the group. I believe it would be helpful for new committee members to have the benefit of an experienced member to help with transition. There are many processes that took previous committee members like myself years to learn, and the participation of an experienced member could help to shorten that learning curve for the newer members and increase effectiveness. Therefore, I would like to be a voting member at the committee table to provide support to the current Chair and members.**

Contributions: **My previous experience in how to prepare material to present to the Standing committee will be helpful. I have a good understanding of current ideas on best practices concerning animal welfare, and a good general understanding of the way that municipal governance works. I am well versed in the differing responsibilities of elected representatives, civic administration and advisory committees, and how these entities can best interact. I know that these will be helpful to the committee as they research and develop policy recommendations.**

Past contributions: **As previously mentioned, I was a previous member of this committee for 7 years, and was a successful and hard-working Chair for the last year, 2014. Under my direction, the AWAC was able to complete work on concerns that had been outstanding for several years, concerning both companion and wild animals. As a member of the Board of Directors of an animal protection group called Animal Alliance of Canada, I asked our group to bring to London an expert on non-lethal management of beaver activity in urban waterways. We introduced this expert contractor to members of civic administration and the UTRCA. In this way, I encouraged our group to use our own resources to promote 'best practices' methods of managing conflicts with urban wildlife, and we did so in a co-operative and friendly way.**

Interpersonal: **I am confident that the way that I lead discussion at the AWAC meetings during my year as Chair demonstrated a respect for others, even in the face of disagreement. At a time when civic administration suggested a method of regulating animal rescue groups in a way, that though well intentioned, I knew would be unwelcome by the rescue community, I promoted and then arranged a large meeting between members of civic administration and the directors of several of the area rescue groups. That was an extremely helpful exchange and resulted in civic administration adapting their initial recommendation to one that was considered suitable by the rescue group directors. I believe that by my effort to bring the different parties to the table to express ideas together that a potential crisis was averted. The result of these interactions was that civic administration developed a criteria for what standards a group would have to meet to be considered an 'approved' rescue group which has been accepted within the community.**

Interview interest: **Yes**

Committee: **Cycling Advisory Committee**

Organization/Sector represented: **Two (2) members-at-large, both of whom regularly utilize cycling as a mode of transportation in London**

Name: **Jean-Marc Metrailler**

Address:

**Upper - 462 Maitland St
London, ON
N6B2Z3**

Occupation: **Law Student/Library Assistant**

Work experience: -- **I currently work at the UWO Law Library providing research and clerical support. -- In the past I have worked for the Canadian Competition Bureau, an independent law enforcement agency of the federal government. In this role I was responsible for reviewing corporate mergers, with the ultimate purpose of preventing the formation of monopolies. -- Prior to the Bureau, I worked in the Compliance Department of Equitable Bank. In this role I was extensively involved in managing projects to ensure compliance with banking legislation. These projects involved changes to corporate governance and business processes, including complaint handling and consumer disclosure. -- While completing my undergraduate degree at McMaster University, I was employed as the Chairperson of the McMaster Student Union's Bylaws and Procedures Committee. In this role I worked with committee members to devise and recommend changes to student council, relating to changes in corporate bylaws and other governance matters. -- I have been hired as an Articling Student, to commence in the summer of 2015, at Harrison Pensa LLP, a law firm in London.**

Education: -- **I have an Honours Bachelor's Degree in Economics and Political Science from McMaster University, am in my final year of the law program at UWO. -- I expect to be a lawyer, licensed with the Law Society of Upper Canada, in 2016.**

Skills: -- **I am incredibly knowledgeable and passionate about cycling. In 2012, I rode my bicycle 9000 kilometers across the United States, to raise money for a local women's shelter. -- I ride my bicycle in London for both recreational purposes and for commuting. My daily bicycle commute to work/school averages 10km. I often bike in London's urban setting, taking full advantage of the city's bike routes and Thames Valley Parkway. I also enjoy cycling on the cities country roads, which allows my to experience cycling in smaller communities like Delaware and Dorchester. -- Being an avid cyclist in the city, I have knowledge of the city's safety and other requirements for cyclist (restrictions on sidewalk cycling, bicycle lighting, registration etc.) -- In 2012, I sat on the executive board of the McMaster Students Union. In this role, I was on the hiring committee for the staff of a bicycle co-op called "MacCycle," and was responsible for approving its budget and operations. Though not directly involved in its operation (but being a frequent patron), this oversight role taught me a lot about the types of services and infrastructure cyclists need in a community. -- I am familiar with bicycle repair, and have a small repair station set up in my garage. I regularly repair/refurbish bicycles for myself and for friends. -- As outlined elsewhere in this application, I have vast experience in governance settings and law, which, combined with my cycling knowledge and skills, could make me a valuable addition to the committee.**

Interest reason: -- **Having resided here for over 2 years now, I have really fallen in love with London, as demonstrated by my commitment to staying here after graduation. I want to give back to a city that has given my so many opportunities. I have always been interested in government and politics, but I am specifically interested in getting more involve in local government, which is an area where I believe people are more open to new ideas and working together. -- I firmly believe the bicycle is one of humanity's greatest inventions. It has been said that, converting calories to gasoline, the bicycle gets the equivalent of three thousand miles per gallon. Cycling is not only a fun activity, but it is the cheapest, most environmentally conscious way for people to get around. No city can be serious about being "green" without a serious commitment to cycling. Helping improve the cycling experience in London is therefor something I am incredibly passionate about.**

Contributions: -- **As a young adult, given the opportunity to sit on the Committee, I think I**

could be a voice for fresh ideas. I would hope to be able to provide impartial opinions, grounded in my experience with governance and with cycling. -- In particular, I would like to work within the goals set by the London Plan, to improve the cycling experience in the city. This means recognizing and promoting cycling infrastructure along with transit, as an alternative to congested roads. -- Though ideas like new bike lanes are expensive, there are other innovative ways that the cycling experience can be improved in London. In particular, I would like build off the work the committee has already done in improving safety for cyclists on the road through the London Road Safety Strategy and the Bicycle Master Plan. I would also like to explore new ideas to reduce bike thefts in the city.

Past contributions: As explained in the "skills" section above, I have had numerous experiences sitting on similar bodies to the Cycling Advisory Committee. In all of these experiences I have proven myself to be an effective problem solver, and source of innovative ideas: -- As Chairperson of the McMaster Student Union's Bylaws and Procedures Committee, I spearheaded changes to the organization's elections bylaws and its bylaws governing affiliation with external lobbying groups, obtaining compromise from committee members who otherwise often disagreed. -- As a member the McMaster Student Union's Executive Board, I worked with a team to assess budget issues, make day-to-day management decisions, and to set the long-term strategic goals of the organization. -- As Vice-President of the McMaster Young Liberals, I gathered feedback from our members and local politicians, and drafted the group's first ever policy statement on an important local issue. -- As a member of Western's Grants Committee, I worked with other members to evaluate and prioritize grant funding to help out worthy community causes and activities. -- As Speaker/Meeting Chair of Western's Student Legal Society, I enforced Roberts Rules of Order, kept decorum, and interpreted the organizations constitution and bylaws.

Interpersonal: -- In addition to my governance positions as outlined above, my work at Equitable Bank and the Competition Bureau involved extensive team-work skills. -- At Equitable Bank, I worked in the Compliance Department, and was responsible for managing an extensive project to modify the Bank's complaint handling procedures. This task involved working with numerous other business units, and evaluating their specific needs, abilities, and views. The interests of the business and of compliance sometimes appeared to be in conflict, but I successfully found compromise on many issues. In completing this task, I worked with the IT department to create new complaint tracking software, which would help address our compliance concerns but which would also make it easier for the business units to manage complaints. I also worked with the business units to establish written procedures, and training, to strengthen their complaint resolution process. -- At the Competition Bureau, I gained more unique team-work experience. Much of my role involved reaching out to market participants, and lawyers in the private sector, to request information and gather evidence. Though their views often differed (and in some cases could have been in conflict with) the views of the Bureau, I was able to successfully point out our shared interests, and establish relationships to get the required information. Files were often assigned on a team-basis, with individuals from different backgrounds and with different abilities. In this role I was able to evaluate team-members' unique strengths, and work with them to complete work most efficiently.

Interview interest: Yes

Committee: **Cycling Advisory Committee**

Organization/Sector represented: **None**

Name: **Chris Pollett**

Address:

**1 Sycamore Street
London, ON
N5Z1K6**

Occupation: **Team Manager**

Work experience: **5 years with TD Canada Trust People management role coaching and leading 12-15 direct reports in a service and advice role Project leadership Recognized as a top 5% in role Ability to interpret statistics to make meaning and connect results Impacting through leadership as well as impact and influence 12+ years in restaurant industry from front line staff to management. 5+ years within the industry in a training and facilitating role 4+ years in cycling industry in sales and as a mechanic**
Education: **B.A. Kinesiology - UWO Development courses Leading and Managing Change LEAN Awareness training Emotional Intelligence Keeping Teams on Target**
Skills: **Understanding of project process and procedures 20 Years of cycling experience 15 Years of racing experience 10+ Years of cycle commuting experience 4 Years in cycling industry 3 years running a cycling club Log over 10,000km/year cycling**

Interest reason: **I feel that my professional and cycling experiences can make a positive impact to the community through this committee. I have volunteer experience from past (London and Middlesex Crime Stoppers Board of Directors) as well as United Way Sponsored Employee (2014) that I would like to see continue through more civic involvement in the community.**

Contributions: **I feel that my professional experience would be an asset in taking statistics, feedback and anecdotal information and connecting this to planning a forward and current plan. I also feel that adding in my cycling experience would lend credibility and first hand impact understanding to discussion points and planning.**

Past contributions: **VP Operations - Board of Directors - LEM Crime Stoppers President - London Mountain Bike Club**

Interpersonal: **Project Collaboration with TD Canada Trust People Manager requires this as a daily function VP Operations - Board of Directors - LEM Crime Stoppers President - London Mountain Bike Club Emotional Intelligence Training Problem Resolution Training. I currently am a member of 2 OCA affiliated clubs, a licensed trade race team, an OCA race license member and am the VP of the Woodstock CC (just over 600 members). I ride over 14,000km a year and about 2000 of that is commuting.**

Interview interest: **Yes**

Committee: **Cycling Advisory Committee**

Organization/Sector represented:

Name: **Eric Shepperd**

Address:

15 Grand Ave

Soutcourt 6

London, ON, N6C 1L1

Occupation: **Student (primarily), freelance writer, customer service for Start.ca, technical administration for Trinity United Church, research assistant at King's college**

Work experience: **Extensive experience in technical support and customer service, both over the telephone and as an on-site consultant. I've developed and deployed training material for Start.ca during the early phases of their growth. I also wrote as a columnist for Our London.**

Education: **General science BSc (focused on computer science with an interest in philosophy) from Lakehead University. Finishing an undergrad degree in sociology at King's college, with the intent of pursuing social theory at Western for grad school.**

Skills: **As a life-long cyclist and having experienced the best and worst of London's cyclability, I've engaged in research about the cycling strategies of other communities. As a skilled communicator and creative problem solver, I feel I can use my knowledge to facilitate creation and conveyance of new ideas.**

Interest reason: **Using a bicycle as my primary means of intra-city transportation, I see the effects of our cycling strategies first-hand. Knowing the important economic and social effects of cyclability, I wish to see London keep its youth and attract investment by being a modern, livable community.**

Contributions: **As a member of numerous boards and having extensive experience participating in and chairing meetings, I believe I can help provide and organize information, facilitate communication, and help convey our findings to council effectively.**

Past contributions: **I've served on the Home County Music and Arts Festival board of directors for nearly a decade, and currently act as secretary. I am also secretary of the OSCO board and several committees at a local church, and have participated in several activist organizations (Occupy London et al) as a meeting facilitator.**

Interpersonal: **Having participated in numerous activist organizations, nonprofits, and other groups, I have invested substantial experience in mediating discussions, resolving disputes, and building consensus.**

Interview interest: **Yes**

Committee: **Cycling Advisory Committee**

Organization/Sector represented: **Member at large whom regularly cycles**

Name: **John Simpson**

Address:

**953 Queens Ave
London N5W 3H9**

Occupation: **Diesel Mechanic**

Work experience: **School bus mechanic for Elgie Bus Lines for 2.5 years. Previous to that school bus mechanic for First Student Canada for 11 years.**

Education: **Fully licenced diesel mechanic for 14 years from Seneca and Durham College. Graduated high school with grade 12.**

Skills: **Bicycle to and from work 16km total daily 365 days a year across London streets. Experience in both street and mountain biking. Use trails at Fanshawe Conservation Area regularly. Also drive London streets in a car so see both cyclist and driver point of view.**

Interest reason: **To create a better place to cycle and to create a better understanding between cyclists and drivers in London. To work toward plans and policies that promote cycling but also also cyclists to travel alongside drivers safety in a way they will be respected and more accepted by drivers.**

Contributions: **I have experienced London streets and trails daily from a cyclist and driver perspective and understand the challenges and frustrations felt by both. I represent an example of a cyclist that tries to follow the rules of the road and trail and feel frustrated by those that don't and give cyclists a bad name.**

Past contributions: **Before moving to London 3 years ago I have never lived in a city that has had an opportunity like this. This will be my first opportunity to participate in a cycling committee.**

Interpersonal: **I exchange views and communicate with a variety of people daily through my workplace and my foreman can attest to my good communication skills. I also participate in conferences and workshops relating to real estate investing as a part time job. I feel only through listening and communicating well with other that change can happen in a positive way.**

Interview interest: **Yes**

Committee: **Cycling Advisory Committee**

Organization/Sector represented: **member-at-large**

Name: **Rose Sirois**

Address:

11-231 Windsor Ave.

N6C 2A5

Occupation: **retired**

Work experience: **Thirty-four years with the Government of Canada. Last position I held was Regional Manager, Policy, Analysis & Intelligence, Pacific region, Innovation, Science and Economic Development (ISED) Canada , Vancouver BC.**

Education: **I have a degree in public relations with a minor in journalism.**

Skills: **I do not have specialized knowledge other than what I know as an avid cyclist and firm believer in self-propelled transportation when it is safe and efficient to do so. My skills and abilities lie in my strong track record as a (former) federal public servant trained to serve public officials with professionalism and competence as well as a team leader and manager of a wide range of professionals that have included economists, social scientists, radio inspectors and other communications practitioners.**

Interest reason: **A member of the cycling advisory committee, Bernie McCall, invited me to consider applying based on the fact that I bring experience from being a cyclist in the city of Vancouver for five years, prior to my move to London in June 2017. We met at a recent information session related to London BRT plans where it was evident that cycling could figure more prominently in the BRT design. I made my views known during the Q&A session.**

Contributions: **I have extensive professional experience supporting national, and leading regional, consultation processes whereby the outcomes helped inform and shape public policy to reflect the needs and priorities of stakeholders. This experience combines well with my personal interest to see the community in which I now live further capitalize on its great geography for cycling and natural amenities. The outcomes can include healthier residents and a cleaner environment from lower vehicle emissions.**

Past contributions: **Following are two recent examples of my participation in multi-party advisory committees. I served as the departmental representative on the National Sciences and Engineering Research Council's (NSERC) Pacific Advisory Committee. In this capacity I communicated the positions of ISED Canada related to academic-industry partnerships in research and innovation. With representation from universities, industry, other levels of government and academic research institutions it also served as a valuable source of intelligence on the BC innovation ecosystem. http://www.nserc-crsng.gc.ca/Regional-Regionaux/PacificCommittee-ComitePacifique_eng.asp I was a member of the British Columbia Innovation Council's (BCIC) review panel for their Ignite program. BCIC Ignite provides funding to accelerate commercialization of new technologies and innovations in the natural resources and applied sciences in British Columbia. The BCIC is a crown agency of the Province of British Columbia, and the largest funder of entrepreneurial support programs in the province. https://bcic.ca/programs_initiatives/current/bcic-ignite/ In addition to completing assessments of Ignite proposals, I brought a broad policy view to the discussions which helped my provincial counterparts with decision-making that complemented federal policy and programming initiatives.**

Interpersonal: **One of my past assignments involved the regional roll-out of the Knowledge Infrastructure Program (KIP), a national federal-provincial cost-shared initiative that funded construction and maintenance projects at British Columbia (BC) and Yukon post-secondary institutions. Using my networking and interpersonal communication skills I quickly established effective working relations with BC and Yukon government officials involved in KIP delivery, developed timely monitoring reports and delivered briefings needed for this complex, high-profile federal stimulus program. As the Director of the Pacific Information Highway Applications Branch, I led the establishment of hundreds of public internet access points across BC, Yukon and Alberta in late 90s. This was accomplished through building consensus on common end goals with provincial and territorial counterparts and in turn communicating and directing implementation teams to**

carry out the work within timelines and budget. None of this would be possible without effective, respectful communications; judgement and tact, among other abilities.

Interview interest: **Yes**

Committee: **Cycling Advisory Committee**

Organization/Sector represented:

Name: **Andry Wasylo**

Address:

**585 Princess Avenue
London, Ontario**

Occupation: **Office Manager**

Work experience: **Administrative work**

Education: **BAA Journalism Bachelor of Education**

Skills: **I am skilled at working within a group to find common ground and achieve our goals**

Interest reason: **I care about this city and I care about cycling. I believe our cycling infrastructure and Londoners' attitudes toward cycling can be improved. A city needs engaged citizens; complaining is not enough.**

Contributions: **I have ideas about how to improve the quality of cycling in London. I am skilled at communicating ideas.**

Past contributions: **I have served for eight years on the board of a not-for-profit in London.**

Interpersonal: **As mentioned above, I've served on a board of directors, mostly as president, which meant I had to chair the meetings, facilitating and encouraging respectful yet lively debate. The board consisted of a wide variety of people, which made facilitation challenging yet interesting.**

Interview interest: **Yes**

Committee: **Cycling Advisory Committee**

Organization/Sector represented: **Member at Large**

Name: **Owen Winkelmolen**

Address: **347 Reynolds Rd, London, Ontario, N6K2P5**

Occupation: **Fee-For-Service Financial Planner and Founder of PlanEasy.ca**

Work experience: **Founder of a financial planning tech startup here in London called PlanEasy.ca. Currently in our first year of operation. Prior to this I was with Labatt Breweries of Canada for 11 years in a variety of different functions such as finance, supply chain, revenue management and sales, all managing small teams of professionals. Most recently I was the Cash Flow Manager for Labatt managing \$560M+ in annual cash flow.**

Education: **Financial Planning Certificate from Ryerson University in Toronto Ontario. Bachelor of Engineering Physics and Management (Engineering and business dual degree) from McMaster University in Hamilton Ontario. Six Sigma Black Belt from ASQ in St. Louis, MO. CAN-BIKE Instructor Training from CAN-BIKE Canada.**

Skills: **Experienced bike commuter. I've been an all-season bike commuter for the last 8 years. Currently I bike from Byron to downtown London daily (about 10km) rain or shine. I completed the CAN-BIKE Instructor Training course. CAN-BIKE teaches children/adults about bike safety. While at Labatt I was involved in several company projects which required working with multidisciplinary teams. This experience can be directly applied to problems/projects undertaken by the Cycling Advisory Committee and its various members.**

Interest reason: **I believe cycling and bike commuting can have a very positive impact on individuals and the community at large. I would like to do my part to increase the number of bikers within the city. Bike commuting is good for your health, it can help save money, it can save time and it allows you to connect with your community in a way car commuting doesn't allow.**

Contributions: **I believe I can share my experience as a bike commuter in the city. Most of my travel in London is done by bicycle. I also have experience with a variety of different types of bicycling infrastructure from my 8 years of bike commuting in both London and in Toronto. I believe this experience can help the CAC when providing guidance to City Council and when implementing the Bicycle Master Plan. I also believe that my professional experience, specifically working in multidisciplinary teams, will help me contribute in a positive way to the CAC.**

Past contributions: **In the past I helped run AIESEC in Hamilton Ontario. AIESEC is an international not-for-profit that facilitates international work exchanges for students in college/university. Currently my business has an office in Innovation Works, a co-working space for socially minded businesses and not-for-profits here in London, and I enjoy contributing where I can to the Innovation Works community. Although I don't have any experience working on a municipal committee I'm eager to learn more about how the process works and how I can contribute.**

Interpersonal: **People describe me as calm, centered and fact based. I work very well in groups and individually. At Labatt I managed a small team of professionals as well as a few interdepartmental teams. Being effective in these two areas requires the ability to work respectfully but also efficiently with other people who may have different goals, objectives, motivations and time constraints. I believe this experience will be helpful while serving on the CAC.**

Interview interest: **Yes**

DEFERRED MATTERS

**CORPORATE SERVICES COMMITTEE
(as of February 12, 2018)**

FILE No.	SUBJECT	REQUEST DATE/ CLAUSE NO.	REQUESTED/ EXPECTED REPLY DATE	PERSON RESPONSIBLE	STATUS
1.1	That the General Manager of Environmental and Engineering Services and City Engineer BE REQUESTED to review and report back with respect to what steps can be taken to ensure that privately-owned and operated parking lots are effective partners in promoting visitors to the Downtown by ensuring their parking rates and fines achieve a reasonable balance between their business considerations and the ability of visitors to the Downtown to pay those rates and fines, so as to maximize visitors to the Downtown and thereby benefit all stakeholders, including the operators and owners of private parking lots.	2011/03/21 8/8/FAC	3rd Quarter 2018	G. Kotsifas	In progress. Managing Director, Development and Compliance Services and Chief Building Official is taking the lead.
1.2	The City Clerk to liaise with the LYAC and other stakeholders to establish an award that recognizes local youth.	2015/03/10 14/8/CSC	1 st Quarter 2019	C. Saunders	In progress.
1.3	Report back one-year after the Integrity Commissioner is in place regarding the advisability of appointing an Ombudsman and Lobbyist Registry for the City of London.	2015/10/06 8a)i)/23/CSC	1 st Quarter 2018	Integrity Commissioner	Consultation under way.
1.4	Civic Admin BE REQUESTED to scope out the potential parameters for a comprehensive review of the Advisory Committee structure and report back to the appropriate Standing Committee in order for Municipal Council make an informed decision with respect to next steps.	2015/11/10 8/25/CSC	2 nd Quarter 2018	C. Saunders	A number of advisory committees have requested adjustments to their terms of reference and consultation is under way with respect to a further comprehensive review.
1.5	Provisions of child minding services for the public at ppm's related to Standing Committees: d) the Civic Administration BE DIRECTED to report back at a future meeting of the Corporate Services Committee with detailed costs, operating protocols and a recommended Purchase of Service Agreement, as well as information pertaining to c), above.	2016/03/23 11/8/CSC	2nd Quarter 2018	L. Livingstone	Provider identified. In process of working out details.
1.6	Sale of Major Assets Policy: c) City Treasurer BE DIRECTED to report back annually with respect to the dispositions(s) of surplus lands/assets, including details of the proceeds and allocations of said proceeds.	2017/03/21 5/12/CSC	May 2018	A.L. Barbon	

DEFERRED MATTERS

**CORPORATE SERVICES COMMITTEE
(as of February 12, 2018)**

FILE No.	SUBJECT	REQUEST DATE/ CLAUSE NO.	REQUESTED/ EXPECTED REPLY DATE	PERSON RESPONSIBLE	STATUS
1.7	b) The Civic Admin BE DIRECTED to move to an annual review and report on employee absenteeism.	2017/10/03 8/26/CSC	4th Quarter 2018	B. Coxhead	Completed for 2017
1.8	City Manager BE DIRECTED to take necessary actions to initiates a review and report back as to how the Codes of Conduct for Employees could be amended to include the following: a) the provision of an independent third party, appointed by Municipal Council to receive and process complaints launched against the City Manager, Intake Administrator, Managing Director or Chief Human Resources Officer who will report their findings directly to Municipal Council; b) the provision of the ability for the complainant(s) and the individual(s), subject to an investigation, to seek support during and after the completion of the process without being in breach of confidentiality and therefore be found to be in violation of the Code of Conduct for Employees; c) the establishment of a written process as to how, when and under what authority an investigation is launched; and, d) any other amendments deemed to be appropriate.	2017/10/17 8/27/CSC	February 20/18	M. Hayward	
1.9	City Manager BE DIRECTED to review and report back with a recommended process and policy to provide residents and employees of the City of London with an avenue to bring forward concerns with respect to potential fraud, waste and misuse of assets and resources of the municipality that will ensure that the concerns are received by an independent third party that would report directly to Municipal Council.	2017/10/17 9/27/CSC	1st Quarter 2018	M. Hayward	
1.10	Clause 9 of the 29th Report of the CSC BE REFERRED back to the Managing Director, Corporate Services and Chief Human Resources Officer to review and report back with respect to the City of Ottawa's Equity and Inclusion Lens Handbook.	2017/11/14 9/29/CSC	Feb 20/18	B. Coxhead	

DEFERRED MATTERS

**CORPORATE SERVICES COMMITTEE
(as of February 12, 2018)**

FILE No.	SUBJECT	REQUEST DATE/ CLAUSE NO.	REQUESTED/ EXPECTED REPLY DATE	PERSON RESPONSIBLE	STATUS
1.11	Vacant unit tax rebates and vacant/excess land subclass reductions in the commercial and industrial property classes: e) the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer BE DIRECTED to report back on options for utilizing the savings from phasing out the Rebate Program.	2017/11/28 4/31/CSC	4th Quarter 2018	A. L. Barbon	
1.12	Crowd Control Procedures at Meetings: Staff Report BE REFERRED back to the Civic Admin to incorporate additional procedures with respect to the entry doors into the Chambers Gallery during Council and Standing Committee meetings.	2017/12/12 4/1/CSC	2 nd Quarter 2018	C. Saunders/B. Coxhead	
1.13	Council Procedure By-law A-50, as amended: c) the City Clerk BE DIRECTED to report back with the necessary steps that would be required to allow Council Members to participate in meetings in accordance with recent changes to the provisions of the Municipal Act, 2001, as amended.	2017/12/12 7/1/CSC	2 nd Quarter 2018	C. Saunders/ J. Smout	
1.14	Corporate Human rights and Code of Conduct Inquiries: b) the Managing Director, Corporate Services and Chief Human Resources Officer BE DIRECTED to review and report back annually on Corporate Human Rights and Code of Conduct Inquiries, requests, complaints and training initiatives.	2018/01/30 2/3/CSC	1 st Quarter 2019	B. Coxhead	
1.15	That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the Civic Administration BE DIRECTED to report back to the Corporate Services Committee, every six months (Nov to April, May to Oct), with metrics and results associated with workforce diversity/demographics and the implementation of the Workplace Diversity and Inclusion Plan, to align with the reporting period for the demographic information for new hires.	2018/01/30 5/3/CSC	2 nd Quarter and 4 th Quarter Annually	B. Coxhead	

DEFERRED MATTERS

**CORPORATE SERVICES COMMITTEE
(as of February 12, 2018)**

FILE No.	SUBJECT	REQUEST DATE/ CLAUSE NO.	REQUESTED/ EXPECTED REPLY DATE	PERSON RESPONSIBLE	STATUS
1.16	Apology to the LGBTQ2: c) City Solicitor BE DIRECTED to review and report back with respect to the request that any previously provided confidential reports prepared by the City Solicitor's Office between 1995 and 1998, in response to this matter be publicly released.	2018/01/30 14/3/CSC	2 nd Quarter 2018	B. Card	
1.17	Mayor's Conference in Washington, DC: b) Mayor M. Brown BE REQUESTED to report back to the CSC at the earliest possible date, with a summary of the meetings he attended in Washington from Jan. 23-27, 2018 as part of the Canadian Strong Cities Exchange Program delegation.	2018/01/30 16/3/CSC	Feb 20/18	Mayor Brown	In Progress.

4TH REPORT OF THE
CIVIC WORKS COMMITTEE

Meeting held on February 21, 2018, commencing at 4:00 PM, in the Council Chambers, Second Floor, London City Hall.

PRESENT: Councillor V. Ridley (Chair), Councillors T. Park, P. Squire and H.L. Usher and J. Bunn (Acting Secretary).

ABSENT: Councillor P. Hubert.

ALSO PRESENT: Councillor J. Helmer; T. Copeland, J. Davies, U. DeCandido, A. Dunbar, G. Gauld, D. Gough, D. MacRae, S. Mathers, M. Ribera, L. Rowe, K. Scherr, J. Simon, E. Soldo, J. Stanford and J. Yanchula.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. CONSENT ITEMS

2. Single Source Purchase of One Turbo Blower for the Greenway Wastewater Treatment Plant

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the single source purchase of an APG-Neuros blower for the Greenway Wastewater Treatment Plant under Section 14.4 e) and g) of the City's Procurement of Goods and Services Policy:

- a) the price submitted by APG-Neuros of \$415,000, excluding HST, for the supply of one blower and associated components BE ACCEPTED;
- b) the financing for these acquisitions BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated February 21, 2018;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the work to be done relating to this project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2018-F18)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

3. Greenway Wastewater Treatment Plant Expansion Project Consulting Fee Increase

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the administration contract for the Greenway Wastewater Treatment Plant expansion and upgrades:

- a) the value of design and contract administration fees for CH2M BE INCREASED by \$473,475.00 to \$4,183,470.00, including contingency, excluding HST, to cover additional efforts required as a result of complex

project delivery and additional work scope, as per Procurement of Goods and Services Policy Clause 20.3e;

- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project; and,
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated February 21, 2018. (2018-A05)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

- 4. 2017 Drinking Water Annual Report and Summary Report for the City of London Distribution System

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated February 21, 2018, related to the 2017 Drinking Water Annual Report and Summary Report for the City of London Distribution System, BE RECEIVED. (2018-E13)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

- 5. Colonel Talbot Pumping Station Consulting Fee Increase

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the design and contract administration for the Colonel Talbot Pumping Station (PS):

- a) the value of the total detailed design and contract administration fees for Stantec Consulting Ltd. BE INCREASED by \$487,082.20 to \$1,359,550.60, including contingency, excluding HST to cover additional efforts required as a result of additional work scope required, as per Procurement of Goods and Services Policy Clause 20.3e;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project; and,
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated February 21, 2018. (2018-A05)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

- 6. Contract Award - Tender No. 17-128 - Dundas Place

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Dundas Place Project:

- a) the bid submitted by Amico Infrastructures (Oxford) Inc., at its submitted tendered price of \$26,691,941.90 (excluding HST), for the said project, BE ACCEPTED; it being noted that the bid submitted by Amico Infrastructures (Oxford) Inc. was the lowest of five bids received and meets the City's specifications and requirements in all areas;
- b) Dillon Consulting Ltd. BE AUTHORIZED to carry out the resident inspection and construction administration of the said project in the amount of \$2,472,030 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

- c) the financing for this project BE APPROVED in accordance with the Sources of Financing Report appended to the staff report dated February 21, 2018;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 17-128); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including utility agreements and reports, as required, to give effect to these recommendations. (2018-F18)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

7. Ontario Municipal Commuter Cycling (OMCC) Program - Transfer Payment Agreement

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Ontario Municipal Commuter Cycling (OMCC) Program:

- a) the proposed by-law, as appended to the staff report dated February 21, 2018, BE INTRODUCED at the Municipal Council meeting to be held March 6, 2018 to:
 - i) authorize and approve a Transfer Payment Agreement, appended to the above-noted by-law, to be entered into between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London for the provision of funding from the Ontario Municipal Commuter Cycling Program;
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
 - iii) delegate authority to the Managing Director, Environmental and Engineering Services and City Engineer, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or their designate, to execute any reports required as a condition of the above-noted Agreement;
- b) the Civic Administration BE AUTHORIZED to increase the 2016-2019 Multi-Year Capital Budget by \$3.3 million to reflect the approved OMCC contribution as set out in the Source of Financing appended to the staff report dated February 21, 2018; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this program. (2018-F11)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

8. 2nd Report of the Rapid Transit Implementation Working Group

That the 2nd Report of the Rapid Transit Implementation Working Group, from its meeting held on February 8, 2018, BE RECEIVED.

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

9. Comments on Environmental Bill of Rights (EBR) Registry-Ontario's Guideline on Community Emissions Reduction Planning

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the comments and discussion included within the staff report dated February 21, 2018, with respect to the Ministry of the Environment and Climate Change's Environmental Bill of Rights Registry posting (EBR 013-2083) entitled "Guideline on Community Emissions Reduction Planning", BE ENDORSED and BE SUBMITTED to the Ministry of the Environment; it being noted that the due date for comments is March 4, 2018. (2018-E05)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

10. Memorandum of Understanding with the Canadian Plastics Industry Association as Part of the London Waste to Resources Innovation Centre

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste, the proposed by-law as appended to the staff report dated February 21, 2018, BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to:

- a) authorize and approve a Memorandum of Understanding between the Canadian Plastics Industry Association and The Corporation of the City of London with respect to advancing our joint waste to resources (waste management, diversion and/or conversion into products with beneficial uses) objectives with the mutual understanding that the combined expertise, influence and commitment are better applied together to support common goals; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Memorandum of Understanding. (2018-E07)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

11. Memorandum of Understanding with Resource Energy Development of Canada Ltd. as Part of the London Waste to Resources Innovation Centre

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste, the proposed by-law, as appended to the staff report dated February 21, 2018, BE INTRODUCED at the Municipal Council meeting to be held on March 6, 2018 to:

- a) authorize and approve a Memorandum of Understanding between The Corporation of the City of London and Resource Energy Development of Canada Ltd. with respect to advancing our joint waste to resources (waste management, diversion and/or conversion into products with beneficial uses) objectives with the mutual understanding that the combined expertise, influence and commitment are better applied together to support common goals; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Memorandum of Understanding. (2018-E07)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

12. Municipal Class Environmental Assessment Reform

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following resolution BE ADOPTED and BE FORWARDED to the Minister of the Environment and Climate Change:

“Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario has successfully applied to have a review of the Municipal Class Environmental Assessment (MCEA) process conducted under Part IV (Section 61) of the Environmental Bill of Rights Act, 1993 (EBR Act);

And whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence;

And whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions;

And whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500;

And whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process;

And whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken;

And whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Therefore, be it resolved that The Corporation of the City of London request that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs;

And further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the Planning Act;

And further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.”;

it being noted that a communication dated January 17, 2018, was received from S.R. Butler, Ontario Good Roads Association, with respect to this matter. (2018-E05)

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

III. SCHEDULED ITEMS

None.

IV. ITEMS FOR DIRECTION

None.

V. DEFERRED MATTERS/ADDITIONAL BUSINESS

13. Deferred Matters List

That the Civic Works Committee Deferred List, as at February 12, 2018, BE RECEIVED.

Motion Passed

YEAS: V. Ridley, T. Park, P. Squire, H.L. Usher (4)

VI. ADJOURNMENT

The meeting adjourned at 4:30 PM.

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG. MANAGING DIRECTOR OF ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT	SINGLE SOURCE PURCHASE OF ONE TURBO BLOWER FOR THE GREENWAY WASTEWATER TREATMENT PLANT

RECOMMENDATION

That on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the single source purchase of an APG-Neuros blower for the Greenway wastewater treatment plant under Section 14.4 e) and g) of the City's Procurement of Goods and Services Policy.:

- (a) the price submitted by APG-Neuros of \$415,000, excluding HST, for the supply of one blower and associated components **BE ACCEPTED**;
- (b) the financing for these acquisitions **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 administrative acts that are necessary in connection with this project;
- (d) the approvals given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract for the work to be done relating to this project; and,
- (e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Civic Works Committee - August 29, 2017 - Single source electrical and mechanical services for the turbo blower installations at the Greenway Wastewater Treatment Plant as reported to Civic Works Committee

Civic Works Committee - August 22, 2016 - Single Source Purchase of Turbo Blowers for the Greenway Wastewater Treatment Plant as reported to Civic Works Committee

Civic Works Committee - April 28, 2014 - Supply of Turbo Blower Systems for Vauxhall, Adelaide and Oxford Wastewater Treatment Plants as reported to Civic Works Committee

2015-19 STRATEGIC PLAN

This project supports the Wastewater Business Plan and the Strategic Plan with respect to building a sustainable city-robust infrastructure through investments in energy reduction.

Corporate Energy Conservation and Demand Management (CDM) Plan

The City's CDM Plan seeks to reduce the Corporation's annual energy consumption by 10 percent, or 30 million equivalent kilowatt-hours (ekWh), from 2014 levels by 2020. The turbo blowers installed at the Greenway, Adelaide, Oxford and Vauxhall plants, along with the organic Rankine cycle system purchased for Greenway, will provide 37% of the City's 30 million ekWh goal. Aeration blowers normally have the highest energy requirement in a wastewater treatment plant.

BACKGROUND

Purpose

To seek Council approval to purchase one additional turbo blower and associated components from APG- Neuros for section three of the Greenway wastewater treatment plant. This will be a single source purchase under Section 14.4 e) and g) of the city's Procurement of Goods and Services Policy.

Context

The City purchased five APG –Neuros blowers for Greenway in 2016, with 75% funding through the Clean Water and Wastewater Fund (CWWF). A recent optimization study has identified an additional 30% of treatment capacity in Greenway section three, which will require additional blower capacity. The blower recommended for purchase will help provide the required aeration capacity, and is also eligible for funding under the 75% funding through the Clean Water and Wastewater Fund. The quoted priced provide by the vendor for this blower is the same as the one quoted in the 2016 request for proposal.

DISCUSSION

In 2013 the City completed an evaluation of available turbo blower suppliers, with consideration given to a study conducted by the Ontario Clean Water Agency and a technical review and recommendation by Stantec Consulting, showing APG-Neuros with the lowest life-cycle cost. Based on this review, five blowers were purchased in 2014 for the Adelaide, Oxford, and Vauxhall treatment plants with a verified average simple payback of 15 months. Six blowers were purchased in 2016 for the Greenway plant based on available energy savings, incentives and CWWF funding.

Following these upgrades, it was determined that additional treatment capacity and redundancy could be provided by adding a seventh blower. Replacement of the blower would also result in energy savings, provide additional treatment capacity and provide system redundancy. The addition of the seventh blower to the Greenway blower replacement project will result in an expected payback of 11 months overall, based on anticipated energy savings, incentives and CWWF funding

Project Funding

This project was approved under the CWWF program for \$3,098,000. The current commitments against this project total \$2,847,762, leaving an available balance of \$250,239. In order to realize the maximum energy efficiencies and the extra capacity as discussed above, an additional expenditure of approximately \$589,000 will be required for the purchase and installation of another blower and actuators. This brings the total cost of the project to \$3,437,000; however, there is currently only \$3,098,000 approved for CWWF funding for this project. This leaves a shortfall of \$339,000.

There are provisions within the CWWF agreement to amend sub-project budgets within the total funding envelope. Administration is currently drafting a budget amendment from Infrastructure Ontario to move any available funds from other projects to cover the above increased costs on this project. In the likely event that this amendment is approved, the remaining municipal portion of the funding will be released to reserves.

CONCLUSIONS

The purchase and installation of an additional turbo blower at Greenway will allow the plant to treat more flow in three section and maximize the current CWWF funding for this project.

Acknowledgements

This report was prepared within the Wastewater Treatment Operations Division by Mark Spitzig, Operations Manager.

PREPARED BY: GEORDIE GAULD DIVISION MANAGER WASTEWATER TREATMENT OPERATIONS	REVIEWED & CONCURRED BY: SCOTT MATHERS, P.ENG. DIRECTOR-WATER AND WASTEWATER
RECOMMENDED BY: KELLY SCHERR, P.ENG. MANAGING DIRECTOR OF ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER	

Attach: Appendix "A" – Sources of Financing

CC. John Freeman – City of London
Jason Davies- City of London
Maxime Chartrand- APG-Neuros

APPENDIX 'A'

#18021

Chair and Members
Civic Works Committee

February 21, 2018
(Award Contract)

**RE: Single Source Purchase of One Turbo Blower for the Greenway Wastewater Treatment Plant
Subledger (FS16GW05)
Capital Project ES5085 - Treatment Plant Energy Reduction with Turbo Blowers
APG-Neuros - \$415,000 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the total cost of this purchase cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Environmental & Engineering Services & City Engineer, the detailed source of financing for this project is:

SUMMARY OF ESTIMATED EXPENDITURES	Approved Budget	Additional Financing	Revised Budget	Committed to Date	This Submission	Balance for Future Work
Replace Vehicle & Equipment	\$817,499	\$339,000	\$1,156,499	\$567,261	\$422,304	\$166,934
Additional Vehicle & Equipment	2,280,501		2,280,501	2,280,501		0
NET ESTIMATED EXPENDITURES	\$3,098,000	\$339,000	\$3,437,000	\$2,847,762	\$422,304	\$166,934
SUMMARY OF FINANCING:						
Capital Sewer Rates	\$549,500		\$549,500	\$505,115	\$14,776	\$29,609
Clean Water and Wastewater Fund	1,648,500		1,648,500	1,515,344	44,327	88,829
Other Contributions	900,000		900,000	827,303	24,201	48,496
Additional Drawdown from Sewage Works R.F. 2)		339,000	339,000		339,000	0
TOTAL FINANCING	\$3,098,000	\$339,000	\$3,437,000	\$2,847,762	\$422,304	\$166,934

1) **Financial Note:**

Contract Price	\$415,000
Add: HST @13%	53,950
Total Contract Price Including Taxes	468,950
Less: HST Rebate	46,646
Net Contract Price	<u>\$422,304</u>

2) The additional financing requirement of \$339,000 is available as an additional drawdown from the Sewage Works Reserve Fund.

There are provisions within the CWWF agreement to amend sub-project budgets within the total funding envelope. Administration is currently drafting a budget amendment from Infrastructure Ontario to move any available funds from other projects to cover the above increased costs on this project. In the likely event that this amendment is approved, the remaining municipal portion of the funding will be released to reserves.

JG

Jason Davies
Manager of Financial Planning & Policy

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG. MANAGING DIRECTOR OF ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT	GREENWAY WASTEWATER TREATMENT PLANT EXPANSION PROJECT CONSULTING FEE INCREASE

RECOMMENDATION

That on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the administration contract for the Greenway Wastewater Treatment Plant expansion and upgrades:

- (a) the value of design and contract administration fees for CH2M **BE INCREASED** by \$473,475.00 to \$4,183,470.00, including contingency, excluding HST, to cover additional efforts required as a result of complex project delivery and additional work scope, as per Procurement of Goods and Services Policy Clause 20.3e;
- (b) The Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this project;
- (c) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix "A";

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CWC Report of 2015-07-20, Item C, Greenway Wastewater Treatment Plant Expansion and Upgrades-Construction Contract Award

CWC Report of 2015-05-05, Item 4, SCADA Integration Services

CWC Report of 2013-10-28, Item 4, Greenway Wastewater Treatment Plant Expansion and Upgrade Update

CWC Report of 2012-05-22, Item 11, Consultant Appointment Greenway Wastewater Treatment Plant

2015-2019 STRATEGIC PLAN

This project supports the City of London Strategic Plan: Building a Sustainable Infrastructure by constructing robust infrastructure and enabling responsible growth.

BACKGROUND

Purpose

The purpose of this report is to seek Council approval to increase the value of contract administration for CH2M because of increasing complexity and additional project scope.

Context

Greenway is the largest wastewater treatment plant (WWTP) in London, providing secondary treatment for roughly 60% of the total wastewater produced by the City of London. The need for additional treatment capacity at Greenway was identified in order to service growth in the downtown core and in the City's southern regions, including parts of those areas to be serviced as part of the Southwest Area Plan. As a result, studies, consultation and detailed design (starting in 2012) were undertaken, with the intention of increasing the rated capacity of Greenway from 152 Megalitres per day (MLD) to 170 MLD. The 18 MLD expansion design optimized existing assets and included the addition of wet weather treatment capacity, increasing the plant's ability to handle high peak flows and providing primary level treatment to bypass flows, thereby reducing our impact on the Thames River.

The Greenway WWTP expansion construction contract was approved by Council for award to North American Construction at a price of \$38,210,000 (including contingency) on July 28, 2015, and construction on the project commenced December 14, 2015.

DISCUSSION

The engineering services for design and contract administration of the Greenway Pollution Control Plant expansion have been provided by the consulting firms CH2M, AECOM, and Eramosa. CH2M is the prime consultant on this project. Since the 2012 approval of the consultant appointment, there has been a number of new and unforeseen complexities that require expansion of the initial project scope. The following sections detail the challenges and scope increases that have resulted in this request for additional fees.

Project Delivery Challenges

As construction of the project has proceeded, the level of effort for site supervision on the part of the consultant has increased significantly beyond that anticipated at the time of tender award. The resident inspector has been required to attend the site for 10-hour days versus the 8 hours originally contemplated in the initial scope of work. As well, the number of formal requests for information and change order requests received from the contractor have been significantly higher than expected, requiring unanticipated consultant time to resolve. It should be noted that high attention to detail in the review of request for information and change order requests typically contribute directly to reduced overall cost to the City and ensure that work completed by the contractor is of the highest overall quality.

Three significant change order claims with a combined value over \$700,000 were reviewed extensively by the consultant and negotiated with the contractor, which ultimately led to a formal mediation process. Preparation for the mediation process required significant amounts of time for analysis and review that could not have been foreseen at the time of the RFP.

Project Scope Increase – Systems and Facility Commissioning

As the project has progressed, it has become apparent that the addition of consultant staff dedicated to the commissioning of the works would provide significant value to the city. Consulting resources to provide commissioning support were not included in the original Request for Proposal. Commissioning of a project of this size and complexity requires significant efforts in coordination, on site review, and tracking of deficiencies. As well, further consulting support will ensure a proper hand-off between the contractors and city operations staff. Focused personnel for commissioning will minimize the possibility of errors and omissions during this critical phase of the project, while still ensuring that ongoing project administration does not suffer.

Budget Implications

There are sufficient funds available in the approved capital budget to accommodate the requested increase in consulting fees.

To assess the value of these fees in the context of the works being undertaken; contract administration fees would represent 4.8% of the total NAC contract value. Contract administration fees for projects of this size and complexity typically exceed 5% or more of the total project value.

CONCLUSIONS

The Greenway WWTP expansion project is a significant undertaking with a high level of complexity that provides good value to the City of London. Through enhanced efforts on the part of the consultant team, the project is still on schedule and budget. The requested fee increase is seen to provide a net benefit to the City and is, therefore, supported by wastewater operations project staff.

Acknowledgements

This report was prepared with the assistance of Kirby Oudekerk, P.Eng., Environmental Services Engineer.

PREPARED BY:	REVIEWED & CONCURRED BY:
GEORDIE GAULD DIVISION MANAGER WASTEWATER TREATMENT OPERATIONS	SCOTT MATHERS, P.ENG. DIRECTOR-WATER AND WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR OF ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER	

Attach: Appendix "A" – Sources of Financing

CC. John Freeman – City of London
Marta Semeniuk- City of London
CH2M Consulting

APPENDIX 'A'

#18022

February 21, 2018
(Consulting Fee Increase)

Chair and Members
Civic Works Committee

**RE: Greenway Wastewater Treatment Plant - Expansion Project
(Subledger FS11GW02)
Capital Project ES2685 - Greenway Expansion and Upgrade
CH2M - \$4,183,470.00 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCE OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Environmental and Engineering Services and City Engineer, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$4,315,000	\$4,889,007	\$4,407,199	\$481,808	\$0
Construction	41,253,000	40,664,220	39,238,068		1,426,152
City Related Expenses	375,000	389,773	389,773		0
Vehicle & Equipment	200,000	200,000	23,979		176,021
NET ESTIMATED EXPENDITURES	<u>\$46,143,000</u>	<u>\$46,143,000</u>	<u>\$44,059,019</u>	<u>\$481,808</u> 1)	<u>\$1,602,173</u>

SOURCE OF FINANCING:

Debenture By-law No. W.-5636-41	\$3,767,100	\$3,767,100	\$3,369,431	\$91,940	\$305,729
Drawdown from Sewage Treatment Capacity Reserve Fund	6,722,000	6,722,000	6,418,410	70,189	233,401
Drawdown from Sewage Works Reserve Fund	5,038,000	5,038,000	5,038,000		0
Drawdown from City Services - Sewer R.F. (Development Charges) 2)	5,521,100	5,521,100	5,521,100		0
Debenture By-law No. W.-5636-41 (Serviced through City Services - Sewer R.F. (Development Charges)) 2)	25,094,800	25,094,800	23,712,078	319,679	1,063,043
TOTAL FINANCING	<u>\$46,143,000</u>	<u>\$46,143,000</u>	<u>\$44,059,019</u>	<u>\$481,808</u>	<u>\$1,602,173</u>

Financial Note:

- | | |
|---|-------------------------|
| 1) Contract Price | \$4,183,470 |
| Less: Amount Previously approved by Council May 22 & 23, 2012 | 3,079,995 |
| Less: Amount Previously approved by Council July 28, 2015 | 630,000 |
| | <u>473,475</u> |
| Add: HST @13% | 61,552 |
| Total Contract Price Including Taxes | <u>535,027</u> |
| Less: HST Rebate | 53,219 |
| Net Contract Price | <u>\$481,808</u> |
- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

JG

Jason Davies
Manager of Financial Planning & Policy

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	2017 DRINKING WATER ANNUAL REPORT AND SUMMARY REPORT FOR THE CITY OF LONDON DISTRIBUTION SYSTEM

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the 2017 Drinking Water Annual Report and Summary Report for the City of London Distribution System **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- [“2016 Drinking Water Annual Report and Summary Report for the City of London Distribution System” presented to CWC on February 7, 2017. Agenda Item #9;](#)

2015 – 2019 STRATEGIC PLAN

The 2015 – 2019 Strategic Plan identifies this objective under *Strengthening Our Community: 5(J) – Help Londoners understand how we provide safe drinking water.*

BACKGROUND

Purpose

The purpose of this report is to ensure compliance to the Ministry of the Environment and Climate Change regulatory requirements for London’s Drinking Water System. Providing this report to Municipal Council’s Civic Works Committee on February 21, 2018, fulfills that requirement.

Context

The Ministry of the Environment and Climate Change’s Safe Drinking Water Act (2002), Ontario Regulation 170/03 (Drinking Water Systems) requires that municipalities prepare an *Annual Report* on the operation of their drinking water system for the preceding calendar year and submit it to the members of the Municipal Council by February 28 of each year.

Additionally, Ontario Regulation 170/03 (Drinking Water Systems) requires that municipalities prepare a *Summary Report* for their drinking water system for the preceding calendar year and submit it to the members of the Municipal Council by March 31 of each year.

Before February 28, 2018, a copy of the 2017 Annual Report and Summary Report for the City of London’s Drinking Water System will be provided to the local office of the Ministry of the Environment and Climate Change (MOECC), as a courtesy for information purposes.

DISCUSSION

Ontario Regulation 170/03 (Drinking Water Systems) requires the owner of a municipal drinking water system to ensure that an Annual Report and a Summary Report be prepared, covering the period of January 1 through to December 31 of the previous year.

The Annual Report is to contain:

- A brief description of the drinking water system, including a list of water treatment chemicals used by the system;
- A summary of the results of required tests;
- A summary of any adverse test results reported and corrective actions taken; and
- A description of any major expenses incurred to install, repair or replace required equipment.

O. Reg. 170/03 further stipulates that:

- a) The Owner shall ensure that a copy of the Annual Report is given, without charge, to every person who requests a copy;
- b) Effective steps are to be taken to advise users of water from the system that copies of the Annual Report are available, without charge, and of how a copy may be obtained;
- c) The Owner of a large municipal residential system serving more than 10,000 people is required to post a copy of the Annual Report to the municipality's website; and,
- d) A Summary Report is to be prepared and presented to the members of the Municipal Council by no later than March 31 of the following year.

The Summary Report is to contain:

- A list of any regulatory requirements applicable to the system that were not met at any time during the period covered by the report, the duration of the failure, and the measures that were taken to correct the failure; and,
- A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows, compared to the rated capacity of the system.

Due to the large number of pages, the 2017 Drinking Water Summary Report for the City of London Distribution System has been provided to members of Council in electronic format, with the 2017 Annual Report attached as an appendix. The Summary Report (without appendices) is attached as Appendix 'A' to this report.

The Elgin-Middlesex Pumping Station (EMPS) is jointly owned by the City of St. Thomas, the Town of Aylmer, and the City of London, and is operated by the Ontario Clean Water Agency (OCWA). The Annual Report for the EMPS (London portion) was not yet available at the time of writing this report. Therefore, it will be provided to members of Council under separate memo prior to the reporting deadline of February 28, 2018.

SUMMARY

Receipt of Appendix 'A' of this report by members of Council fulfils the reporting requirements of O. Reg. 170/03, Schedule 22. The 2017 Drinking Water Summary Report is available to members of the public through the Water Engineering Division (8th Floor, City Hall), and will be posted on the City's website.

Acknowledgements

This report has been prepared with input from Scott Koshowski, P. Eng. - Environmental Services Engineer, and Dan Huggins - Water Quality Manager, both in Water Operations Division.

PREPARED BY:	REVIEWED & CONCURRED BY:
JOHN SIMON, P.ENG. DIVISION MANAGER, WATER OPERATIONS	SCOTT MATHERS, P.ENG. DIRECTOR – WATER & WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR OF ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

Appendix 'A' – City of London 2017 Drinking Water Summary Report

- c.c. Cathy Saunders - City Clerk
- John Simon – Division Manager – Water Operations
- Aaron Rozentals - Division Manager – Water Engineering
- Andrew Henry – Director – Regional Water Supply
- Dan Huggins - Water Quality Manager
- Dr. Christopher Mackie, Medical Officer of Health and Chief Executive Officer – Middlesex-London Health Unit

CITY OF LONDON 2017 DRINKING WATER SUMMARY REPORT

System Name: City of London Distribution System

Mailing Address: Corporation of the City of London
P.O. Box 5035, 300 Dufferin Ave.
London, ON N6A 4L9



System Rating: Water Distribution Subsystem Class IV
Water Treatment Subsystem Class II
Average Day Demand: 128.87 MLD
Peak Day Demand: 170.68 MLD (July 31, 2017)
Population Served: 381,000 (approx.)
Source Water: Surface Water (Lake Huron, Lake Erie)
Drinking Water System Number: 260004917
Municipal Drinking Water Licence: 006-101

CONTACT INFO:
Owner:
Corporation of the City of London
300 Dufferin Avenue, London, Ontario N6A 4L9
Contact: Mr. John Simon, P.Eng. Division Manager Water
Operations
519-661-2489 ext. 4938



Table of Contents

Reporting Requirements	3
Ministry of the Environment and Climate Change Annual Inspection (MOECC)	3
Southeast Reservoir and Pumping Station	3
Water Budget.....	4
Notable Initiatives	4
Sampling & Water Quality Monitoring.....	6
System Statistics and Major Events.....	10
Municipalities Receiving London Water	10

APPENDICES

2017 Annual Report	11
2017 Summary of Water Pumpage	64
2017 Annual Report – EMPS London	77

Reporting Requirements

Ontario Regulation 170/03 requires that municipalities prepare a Summary Report for their drinking-water system for the preceding calendar year and submit it to the members of the Municipal Council by March 31 of each year. This report, presented to Municipal Council's Civic Works Committee on February 21, 2018 fulfills that requirement.

O. Reg 170/03 also requires the preparation of an Annual Report on the operation of the drinking-water system to be made available to members of the public.

Before February 28, 2018, a copy of the 2017 Annual Report and Summary Report for the City of London's water works will be provided to the local office of the Ministry of the Environment and Climate Change (MOECC) as a courtesy for information purposes.

The Elgin-Middlesex Pumping Station (EMPS) is jointly owned by the St. Thomas Secondary Water Supply System, the Aylmer Secondary Water Supply System, and the City of London. EMPS is operated by the Ontario Clean Water Agency (OCWA). As required, the Annual Report for the EMPS (London portion) is attached as an appendix to this report for members of Council.

Ministry of the Environment and Climate Change Annual Inspection (MOECC)

MOECC inspections can be in the form of comprehensive detailed inspections, or less intensive focused inspections. They can also be announce or unannounced. The MOECC selected London's Water Distribution System for an unannounced focused inspection in 2017.

The MOECC unannounced inspection was conducted on November 29, 2017. It included staff interviews and facility inspections, as well as a review of operating procedures, water analysis reports, operational records, and staff certification and training records.

On December 22, 2017, the MOECC issued the City of London Water Distribution System Inspection Report. The report summarizes the inspection findings, and lists incidents of non-compliance with regulatory requirements. A full report on this MOECC Inspection was presented to the Civic Works Committee on February 6, 2018.

Southeast Reservoir and Pumping Station

The City of London obtains water supply from two Regional Water Supply Systems. The Lake Huron Primary Water Supply System supplies approximately 85% of the City's water needs, feeding water supply into the north of the City via the Arva Terminal Reservoir. The Elgin Primary Water Supply System provides the remaining 15%, feeding water into the south of the City via the Elgin Middlesex Pumping Station.

The Southeast Reservoir and Pumping Station was designed to provide greater flexibility and security of supply in the event that the Lake Huron Primary Water Supply feed were to be interrupted as it was in 1983, 1988, 2010 and again in 2012. The reservoir capacity at the site is 113 ML (million litres), bringing the total available reservoir capacity for the

City of London to 431 ML, including the Arva Terminal Reservoir. In comparison, the Average Daily Demand for 2017 was 128.87 MLD.

The Southeast Reservoir and Pumping Station officially became operational September 11, 2017. Since that time, the City of London Water Supply staff have been operating the station, supplying potable water into the distribution system, working with our consultant and contractors to fine tune SCADA, instrumentation, processes, and systems to become more operationally efficient.

Water Budget

The approved 2016-2019 operating and capital budgets represent financial sustainability for Londoners, whereby annual rate increases are approximately the average of the Consumer Price Index (CPI) and the Non-Residential Building Construction Price Index (NRBCPI). The 2016-2019 water operating and capital budgets support four core business objectives:

- Compliance
- Financial Management
- Customer Service
- Best Management Practices

The total Water budget for 2017 was \$75.9 million, which includes long term infrastructure renewal and replacement plans. The Water Budget helps maintain London's Advantage of a safe, clean and secure water supply. The Water Service Area remains proactive in initiatives to ensure that this service continues to meet the demands and expectations of customers. Existing infrastructure requires ongoing renewal (replacement and rehabilitation) activities to manage the infrastructure gap, ensuring that future generations are not faced with a water system that is failing, unreliable, and expensive to maintain.

Notable Initiatives

Downtown Leak Detection Fixed Network

The City consists of over 1,585 km of water main and associated hydrants, water service connections, and other appurtenances. London experiences approximately 120 water main breaks a year. London's water loss level is relatively low (less than 10%; or an internationally recognized Infrastructure Leakage Index (ILI) factor of less than 2.0), placing us amongst the best municipalities in North America.

Permanent leakage monitoring, via a fixed network, is a concept that has been gaining popularity, and London has been considering it for several years. Acoustic leak loggers will be deployed in the core downtown area through magnetic connection to valves. They will log noise levels every single day, in the early hours of the morning, when pressure is highest and background noise is lowest. Automatic software analysis of this data provides the probability of leakage based on the level and consistency of the noise. If a high leak probability is found, the data is correlated and the leak location is pin-pointed. The data is displayed on a map, and colour codes will depict the probability and locations of leaks. All of this is done prior to anyone going out to the field to investigate.

The greatest benefit of this system is risk-aversion and preventing a devastating catastrophic failure, similar to the one that occurred in 2007 at the intersection of Dundas and Wellington Streets. Huge investments have already been made to our trunk watermains in order to reduce our level of risk. Given the importance of the Downtown Core, and the future high profile, high cost projects that are being developed (Dundas Streetscape, SHIFT/Bus Rapid Transit) these risk-aversion investments that will reduce the possibility of shutting down a portion of downtown or destroying part of one of these projects is essential.

Computerized Maintenance Management System

The City's critical infrastructure continues to grow in magnitude and complexity. High expectations are placed on proper administration of these complex systems in order to comply with stringent legislative requirements. Accurate data management relating to assigned and completed work, full cost accounting, tangible capital asset reporting, strategic asset management planning and budget challenges are just a few elements that have added to the complexity of ownership and maintenance management. Fortunately, for those that own and/or manage utilities, the technology to manage complex infrastructures is available, and has been in use for many years. In Canada, all larger municipalities have been utilizing a Computerized Maintenance Management System (CMMS) for numerous years. Within a three hour drive of London, there are 11 municipalities that currently use CMMS, including Kitchener, Waterloo, Hamilton, and the Regions of York, Durham and Niagara. In the United States, where many water and wastewater systems are privatized, the use of CMMS systems are much more prevalent.

In 2006, for the Water and Sewer Operations Divisions, it was evident that existing practices were unsustainable and that the demands associated with infrastructure ownership needed to be managed through a formal work order system that enabled staff to develop sound, strategic work plans, and to implement, record and store data effectively, efficiently and economically. Since that time, they have been attempting to implement a formal CMMS.

In 2010, Water Operations issued a comprehensive Request for Information (RFI) package in order to get a sense for what the market had to offer with respect to formal computerized maintenance management. Elements within the RFI required respondents to consider their capabilities with respect to functionality, maintenance management, integration, reliability and asset management.

In December 2012, the City issued a RFQUAL seeking interested, qualified vendors who could offer a CMMS that would successfully meet the prescribed mandatory and functional requirements established by a cross section of stakeholders across the Corporation.

In June 2013, the City selected and awarded the CMMS implementation project to ESRI Canada, with the selection of their proposal to implement CityWorks. A scope of work has been approved, and the Phase 1 implementation of CMMS has commenced, with a "Go-Live" scheduled to be in June, 2019.

Benefits of a CMMS include:

- Improved citizen response
- Improved efficiency in the use of available resources
- Duplication of work can be avoided
- Improved focus for maintenance activities
- Improved response to government/ legal and MFIPPA requests
- Improved information sharing with other departments and/or divisions

Sampling & Water Quality Monitoring

In 2017, the MOECC required large municipal drinking water systems to test for 70 different organic, inorganic and chemical parameters. The City of London's water sampling regime includes monthly testing for microbiological indicators and chlorine residuals from 57 standard locations across the City, as well as nearly 2,800 random grab samples. Analysis is also performed for up to 112 parameters, including organics, inorganics, chemicals, pesticides and metals at 13 standard locations around the City. This level of testing far exceeds the MOECC's minimum sampling requirements.

London also has 10 locations throughout the City where continuous in-line sampling of chlorine residual and pH is monitored. Staff also perform approximately 4,000 additional chlorine tests each year related to construction and maintenance activities. All of these efforts help ensure that the water within the distribution system is always of high quality.

2017 Water Quality Sampling Summary

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2017	
REGULATED INORGANICS					
Antimony	6	ug/L	0.02	0.09 - 0.12	No
Arsenic	25	ug/L	0.2	1 - 1.7	No
Barium	1000	ug/L	0.01	13.8 - 20.8	No
Boron	5000	ug/L	2	16 - 22	No
Cadmium	5	ug/L	0.003	0.003 - 0.008	No
Chromium	50	ug/L	0.03	0.46 - 0.53	No
Fluoride	1.5	mg/L	0.06	0.13 - 0.87	No
Free Chlorine Residual	--	mg/L		0.1 - 3.00	No
Mercury	1	ug/L	0.01	<MDL	No
Selenium	10	ug/L	0.04	0.17 - 0.24	No
Sodium	*20	mg/L	0.01	10.8 - 16.9	No
Uranium	20	ug/L	0.002	0.036 - 0.073	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2017	
REGULATED ORGANICS					
Atrazine	--	ug/L	0.01	0.01 - 0.03	No
Atrazine + N-dealkylated metabolites	5	ug/L	0.01	0.01 - 0.05	No
De-ethylated Atrazine	--	ug/L	0.01	<MDL	No
Azinphos-methyl	20	ug/L	0.05	<MDL	No
Benzene	5	ug/L	0.32	<MDL	No
Benzo(a)pyrene	0.01	ug/L	0.004	<MDL	No
Bromoxynil	5	ug/L	0.33	<MDL	No
Carbaryl	90	ug/L	0.05	<MDL	No
Carbofuran	90	ug/L	0.01	<MDL	No
Carbon tetrachloride	5	ug/L	0.16	<MDL	No
Chlorpyrifos	90	ug/L	0.02	<MDL	No
Diazinon	20	ug/L	0.02	<MDL	No
Dicamba	120	ug/L	0.2	<MDL	No
1,2-Dichlorobenzene	200	ug/L	0.41	<MDL	No
1,4-Dichlorobenzene	5	ug/L	0.36	<MDL	No
1,2-Dichloroethane	5	ug/L	0.35	<MDL	No
Dichloromethane	50	ug/L	0.35	<MDL	No
2,4-dichlorophenol	900	ug/L	0.15	<MDL	No
2,4-dichlorophenoxyacetic acid (2,4-D)	100	ug/L	0.19	<MDL	No
Diclofop-methyl	9	ug/L	0.4	<MDL	No
Dimethoate	20	ug/L	0.03	<MDL	No
Diquat	70	ug/L	1	<MDL	No
Diuron	150	ug/L	0.03	<MDL	No
Glyphosate	280	ug/L	1	<MDL	No
Malathion	190	ug/L	0.02	<MDL	No
MCPA	--	mg/L	0.00012	<MDL	No
Metolachlor	50	ug/L	0.01	<MDL	No
Metribuzin	80	ug/L	0.02	<MDL	No
Monochlorobenzene	80	ug/L	0.3	<MDL	No
Paraquat	10	ug/L	1	<MDL	No
Pentachlorophenol	--	ug/L	0.15	<MDL	No
Phorate	2	ug/L	0.01	<MDL	No
Picloram	190	ug/L	1	<MDL	No
Polychlorinated Biphenyls (PCBs)	3	ug/L	0.04	<MDL	No
Prometryne	1	ug/L	0.03	<MDL	No
Simazine	10	ug/L	0.01	<MDL	No
Terbufos	1	ug/L	0.01	<MDL	No
2,3,4,6-tetrachlorophenol	100	ug/L	0.2	<MDL	No
Triallate	230	ug/L	0.01	<MDL	No
Trichloroethylene	50	ug/L	0.44	<MDL	No
2,4,6-trichlorophenol	5	ug/L	0.25	<MDL	No
Trifluralin	45	ug/L	0.02	<MDL	No
Vinyl Chloride	2	ug/L	0.17	<MDL	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2017	
NITRATES					
Nitrate (as nitrogen)	--	mg/L	0.006	0.129 - 1.01	No
Nitrate + Nitrite (as nitrogen)	--	mg/L	0.006	0.129 - 1.01	No
Nitrite (as nitrogen)	--	mg/L	0.003	0.005 - 1.7	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2017	
TRIHALOMETHANES & HALOACETIC ACIDS					
Total Haloacetic Acids	--	ug/L	5.3	5.3 - 17	No
Bromoacetic Acid	--	ug/L	2.9	<MDL	No
Chloroacetic Acid	--	ug/L	4.7	<MDL	No
Dibromoacetic Acid	--	ug/L	2	<MDL	No
Dichloroacetic Acid	--	ug/L	2.6	2.8 - 10.9	No
Trichloroacetic Acid	--	ug/L	5.3	5.3 - 6.6	No
Trihalomethanes (total)	--	ug/L	0.37	12 - 48	No
Bromodichloromethane	--	ug/L	0.26	4 - 12	No
Bromoform	--	ug/L	0.34	0.34 - 0.42	No
Chloroform	--	ug/L	0.29	5.8 - 31	No
Dibromochloromethane	--	ug/L	0.37	1.4 - 4.9	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2017	
MICROBIOLOGICAL					
E. coli	0	cfu/100 mL	0	0 - 0	No
Total Coliform	0	cfu/100 mL	0	0 - 30	Yes
Heterotrophic Plate Count	N/A	cfu/1 mL	10	10 - 2000	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2017	
NON-REGULATED INORGANICS/ORGANICS					
Alkalinity	--	mg/L as CaCO ₃	2	73 - 88	No
Aluminum	--	ug/L	0.3	21.7 - 30.9	No
Ammonia+Ammonium (N)	--	mg/L	0.04	0.04 - 0.09	No
Calcium	--	mg/L	0.01	27.6 - 34.4	No
Chloride	--	mg/L	0.04	9 - 17	No
Cobalt	--	ug/L	0.004	0.005 - 0.02	No
Colour	--	TCU	3	<MDL	No
Conductivity	--	uS/cm	2	254 - 297	No
Copper	--	ug/L	0.02	2.31 - 3.18	No

Parameter	Ontario Maximum Acceptable Concentration (MAC)	Units	Lab's Method Detection Limit (MDL)	Measured Concentrations	MAC Exceedance (Y/N)
				2017	
NON-REGULATED INORGANICS/ORGANICS					
Cyanide	0.2	mg/L	0.002	<MDL	No
1,1-Dichloroethylene (vinylidene chloride)	14	ug/L	0.33	<MDL	No
Dissolved Organic Carbon	--	mg/L	1	1.3 - 1.8	No
Ethylbenzene	--	ug/L	0.33	<MDL	No
Hardness	--	mg/L as CaCO ₃	0.05	101 - 122	No
Iron	--	ug/L	7	7 - 12	No
Langelier's Index	--	no unit	--	-0.3 - -0.29	No
Magnesium	--	mg/L	0.001	7.78 - 8.78	No
Manganese	--	ug/L	0.01	0.06 - 0.46	No
Nickel	--	ug/L	0.1	0.3 - 0.6	No
Nitrogen-Kjeldahl (N)	--	mg/L	0.05	0.14 - 0.2	No
Organic Nitrogen	--	mg/L	0.01	0.05 - 0.2	No
pH	--	no unit	0.05	7.84 - 8	No
Phosphorus	--	mg/L	0.003	<MDL	No
Potassium	--	mg/L	0.003	0.996 - 1.5	No
Silica	--	mg/L	0.02	0.94 - 1.99	No
Silver	--	ug/L	0.002	<MDL	No
Solids (Total Dissolved)	--	mg/L	30	140 - 183	No
Sulphate	--	mg/L	0.04	<MDL	No
Sulphide	--	mg/L	0.006	<MDL	No
Surr 1,2-Dichloroethane-d4	--	Surr Rec %	--	104 - 105	No
Surr 4-Bromofluorobenzene	--	Surr Rec %	--	87 - 88	No
Surr Decachlorobiphenyl	--	%	--	68 - 73	No
Tetrachloroethylene (perchloroethylene)	30	ug/L	0.35	<MDL	No
Toluene	--	ug/L	0.36	<MDL	No
Toxaphene	--	ug/L	5	<MDL	No
2,4,5-TP (Silvex)	--	ug/L	0.18	<MDL	No
Turbidity	1	NTU	0.1	0.16 - 0.36	No
Xylene (Total)	--	ug/L	0.43	<MDL	No
m/p-xylene	--	ug/L	0.43	<MDL	No
o-xylene	--	ug/L	0.17	<MDL	No
Zinc	--	ug/L	1	<MDL	No

In 2017, there were sixteen (16) adverse microbiological results out of 2,491 samples taken. Eleven (11) involved the detection of Total Coliform bacteria (ranging from 1 to 30 cfu/100 mL). Two (2) were due to results of “No Data – Overgrown with Non-target Bacteria”. Three (3) were due to results of “No Data – Overgrown with Target Bacteria”. In each case, staff implemented the mandatory adverse response procedure, which included notifying the MOECC and the Middlesex-London Health Unit, and immediately re-sampling at each location. The re-sample results revealed no adverse indicators.

In all instances it is highly unlikely that there were ‘actual’ water quality issues at these sites, as all adverse samples were identified as having free chlorine residuals which were well above the minimum acceptable level at the time of the sampling (ranging between 0.32 to 1.65 mg/L). E. coli and Coliform bacteria cannot survive in chlorinated water;

therefore, it is suspected that post-sampling contamination occurred. The re-sampling results support this conclusion. The microbiological testing procedure is extremely sensitive; accidental sample contamination can occur through operator or laboratory error, despite the specific procedures and precautions being adhered to while processing samples.

System Statistics and Major Events

During the period from January 1, 2017 through to December 31, 2017 a total of 47,111,242,000 litres of water were purchased, at a cost of more than \$24,690,000, from the Joint Water Boards and subsequently pumped into London via the Arva Pumping Station and EMPS. Average day demand was 128,870,000 litres. Peak day consumption of 170,682,000 litres occurred on July 31, 2017.

A summary of system pumpage can be found starting on page 52. The data includes monthly average and maximum daily flows. These values are also compared to the rated flow rate capacities identified in London's Municipal Drinking Water Licence. There were no occurrences of flow rate exceedance during the specified time period.

Listed below are some 2017 statistics for the City of London Distribution System.

Approximate Replacement Value of Drinking Water System	\$2,800,000,000
Number of Pumping Stations	8
Number of Fire Hydrants	9,273
Number of Watermain Valves	13,473
Total Number of Water Services	116,283
Length of Watermain	1,588 km
Number of Watermain Breaks	86
Number of Water Service Leaks	228

Municipalities Receiving London Water

In the Municipality of Middlesex Centre, the villages of Arva, Ballymote, and Delaware continued to receive their drinking water under contract from the City of London during 2016. The Municipality of Middlesex Centre has been provided a copy of the Annual Report as per O. Reg 170/03.

Several residences within Central Elgin also continued to receive drinking water from the transmission watermain that supplies the City of London from the EMPS. For this reason, Central Elgin has also been provided a copy of the report.

**2017 Annual Report
(London)**



London
CANADA



Drinking-Water System Number:	260004917
Municipal Drinking-Water Licence:	006-101
Drinking-Water System Name:	London Water Supply
Drinking-Water System Owner:	The Corporation of the City of London
Drinking-Water System Category:	Large Municipal Residential System
Period being reported:	January 1, 2017 to December 31, 2017

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>City of London – City Hall Customer Service Division – 8th Floor (Public Service Information Area) 300 Dufferin Avenue, London, ON</p> </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served: N/A</p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? N/A</p> <p>Number of Interested Authorities you report to: N/A</p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [<input type="checkbox"/>] No [<input type="checkbox"/>] N/A [<input checked="" type="checkbox"/>]</p>
---	--

Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Middlesex Centre Distribution System	260004202
Includes: Arva Waterworks	260004202
Ballymote Waterworks	260004202
Delaware Distribution System	260063323

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?
Yes [] No []



Indicate how you notified system users that your annual report is available, and is free of charge.

- Public access/notice via the web
- Public access/notice via Government Office
- Public access/notice via a newspaper
- Public access/notice via Public Request
- Public access/notice via a Public Library
- Public access/notice via other method EnviroWorks Pamphlet

Describe your Drinking-Water System

There are two water supplies in the City of London: primary sources are surface water and emergency back-up sources of well water in stand-by mode.

1. Primary Treated Water Sources (surface water)
 - Lake Huron Primary Water Supply System (LHPWSS)
 - Elgin Area Primary Water Supply System (EAPWSS)
2. Stand-by Emergency Wells (removed from service October 2017)
 - Fanshawe Well Field (6 Wells) – GUDI with in-situ filtration
 - Hyde Park Well – Not GUDI

During 2017 the London-Elgin-Middlesex Booster Station was operated by a designated Operating Authority that being, Ontario Clean Water Agency. The annual report for the London-Elgin-Middlesex Booster Station was not available at the time this report was created and therefore, it will be provided under separate cover.

List all water treatment chemicals used over this reporting period

- Liquid Chlorine
- Sodium Hypochlorite
- Fluorosilicic Acid (hydrofluorosilicic acid)

Were any significant expenses incurred to?

- Install required equipment
- Repair required equipment
- Replace required equipment

Please provide a brief description and breakdown of monetary expenses incurred

2015 saw a record number of frozen water services due to the extreme severity of the winter. Continued operating costs of approximately \$750,000 annually are associated with remediation of these frozen services. Remediation should be complete by 2020.

Large numbers of Water Service Leaks continue to dominate repair/remediation efforts. In excess of 200 water service leaks occurred in 2017, attributing to more than a 3:1 ratio of water service leaks to water main breaks.



Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre.

Adverse Incident Date	Corrective Action	Corrective Action Date	Adverse Water Quality Indicator # (AWQI #)	Parameters			
				E. coli (cfu/100ml)	Total Coliform (cfu/100ml)	HPC / Background (cfu/1ml)	Free Cl2 (mg/L)
10-Mar-2017 ¹			132620	0	2	410	0.80
	Resample	11-Mar-2017		0	0	0	0.78
	Resample	11-Mar-2017		0	0	0	0.78
	Resample	11-Mar-2017		0	0	0	0.77
29-Mar-2017 ²			132754	0	21	<10	0.76
	Resample	30-Mar-2017		0	0	<10	0.78
	Resample	30-Mar-2017		0	0	<10	0.79
	Resample	30-Mar-2017		0	0	<10	0.83
4-Apr-2017 ³			132802	NDOGT	NDOGT	NDOGT	0.88
	Resample	5-Apr-2017		0	0	0	0.81
	Resample	5-Apr-2017		0	0	0	0.83
	Resample	7-Apr-2017		0	0	0	0.71
	Resample	7-Apr-2017		0	0	0	0.71
9-May-2017 ⁴			133050	0	7	20	0.71
	Resample	10-May-2017		0	0	<10	0.73
	Resample	10-May-2017		0	0	<10	0.73
	Resample	10-May-2017		0	0	<10	0.74
12-Jul-2017 ⁵			134043	0	1	<10	0.92
	Resample	13-Jul-2017		0	0	<10	0.71
	Resample	13-Jul-2017		0	0	<10	0.77
	Resample	13-Jul-2017		0	0	<10	0.79
27-Jul-2017 ⁶			134753	0	1	173	0.32
	Resample	29-Jul-2017		0	0	0	0.32
	Resample	29-Jul-2017		0	0	0	0.30
	Resample	29-Jul-2017		0	0	0	0.35
15-Aug-2017 ⁷			135585	NDOGN	NDOGN	NDOGN	0.75
	Resample	17-Aug-2017		0	0	0	0.65
	Resample	17-Aug-2017		0	0	0	0.59
	Resample	17-Aug-2017		0	0	0	0.60
	Resample	18-Aug-2017		0	0	0	0.50
	Resample	18-Aug-2017		0	0	0	0.47
	Resample	18-Aug-2017		0	0	0	0.42



Adverse Incident Date	Corrective Action	Corrective Action Date	Adverse Water Quality Indicator # (AWQI #)	Parameters			
				E. coli (cfu/100ml)	Total Coliform (cfu/100ml)	HPC / Background (cfu/1 ml)	Free Cl2 (mg/L)
17-Aug-2017 ⁸			135677	0	2	90	1.65
	Resample	18-Aug-2017		0	0	<10	1.37
	Resample	18-Aug-2017		0	0	<10	1.73
	Resample	18-Aug-2017		0	0	<10	0.65
26-Aug-2017 ⁹			136024	0	2	8	0.49
	Resample	28-Aug-2017		0	0	1	0.87
	Resample	28-Aug-2017		0	0	0	0.78
	Resample	28-Aug-2017		0	0	0	0.66
28-Aug-2018 ¹⁰			136084	NDOGT	NDOGT	NDOGT	0.38
	Resample	29-Aug-2017		0	0	0	0.37
	Resample	29-Aug-2017		0	0	0	0.43
	Resample	29-Aug-2017		0	0	0	0.37
19-Sep-2017 ¹¹			136796	NDOGT	NDOGT	NDOGT	0.70
	Resample	20-Sep-2017		0	0	<10	0.47
	Resample	20-Sep-2017	136807	0	3	<10	0.62
	Resample	20-Sep-2017		0	0	<10	0.49
	Resample	21-Sep-2017		0	0	0	0.58
	Resample	21-Sep-2017		0	0	0	0.50
	Resample	21-Sep-2017		0	0	0	0.62
	Resample	23-Sep-2017		0	0	0	0.69
	Resample	23-Sep-2017		0	0	0	0.67
	Resample	23-Sep-2017		0	0	0	0.69
19-Sep-2017 ¹²			136797	0	2	<10	0.54
	Resample	20-Sep-2017		0	0	<10	0.41
	Resample	20-Sep-2017		0	0	<10	0.40
	Resample	20-Sep-2017		0	0	20	0.47
20-Sep-2017 ¹³			136807	0	3	<10	0.62
	Resample	21-Sep-2017		0	0	0	0.58
	Resample	21-Sep-2017		0	0	0	0.50
	Resample	21-Sep-2017		0	0	0	0.62
	Resample	23-Sep-2017		0	0	0	0.69
	Resample	23-Sep-2017		0	0	0	0.67
	Resample	23-Sep-2017		0	0	0	0.69



Adverse Incident Date	Corrective Action	Corrective Action Date	Adverse Water Quality Indicator # (AWQI #)	Parameters			
				E. coli (cfu/100ml)	Total Coliform (cfu/100ml)	HPC / Background (cfu/1 ml)	Free Cl2 (mg/L)
26-Sep-2017 ¹⁴			136910	NDOGN	NDOGN	NDOGN	0.33
	Resample	27-Sep-2017		0	0	0	0.83
	Resample	27-Sep-2017		0	0	2	0.80
	Resample	27-Sep-2017		0	0	0	0.46
	Resample	29-Sep-2017		0	0	0	0.81
	Resample	29-Sep-2017		0	0	2	0.38
	Resample	29-Sep-2017	136987	0	1	0	0.67
29-Sep-2017 ¹⁵			136987	0	1	0	0.67
	Resample	30-Sep-2017		0	0	0	0.78
	Resample	30-Sep-2017		0	0	1	0.60
	Resample	30-Sep-2017		0	0	0	0.68
	Resample	2-Oct-2017		0	0	0	0.66
	Resample	2-Oct-2017		0	0	0	0.62
	Resample	2-Oct-2017		0	0	0	0.43
6-Oct-2017 ¹⁶			137140	0	30	34	0.41
	Resample	8-Oct-2017		0	0	0	0.76
	Resample	8-Oct-2017		0	0	0	0.66
	Resample	8-Oct-2017		0	0	0	0.60

Notes:

¹**Details:** 2 Total Coliform was detected in a sample taken from 2003 Dingman Drive.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.80 mg/L for the original sample is indicative of a false positive.

²**Details:** 21 Total Coliform was detected in a sample taken from 2003 Dingman Drive.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.76 mg/L for the original sample is indicative of a false positive.

³**Details:** Total Coliform NDOGT, E. Coli NDOGT (No Data - Overgrown with Target Bacteria) from blowoff at Ashland St. & Frances St.



Corrective Action: The original site was immediately re-sampled and a sample was also taken at a site upstream from the original site. No downstream sample was taken as this location was at a dead-end. 31 hours later, these 2 locations were resample again. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.88 mg/L for the original sample is indicative of a false positive.

⁴Details: 7 Total Coliform was detected in a sample taken from 215 Wharnccliffe Road N. (Jeanne Sauvé PS).

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.71 mg/L for the original sample is indicative of a false positive.

⁵Details: 1 Total Coliform was detected in a sample taken from 1617 Hyde Park Road (Hyde Park PS).

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.92 mg/L for the original sample is indicative of a false positive.

⁶Details: 1 Total Coliform was detected in a sample taken from a hydrant at 304 Maurice Street.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.32 mg/L for the original sample is indicative of a false positive.

⁷Details: A sample taken from a hydrant at the intersection of St. George St. and Bridgeport St was reported as NDOGN (No Data- Overgrown with Non-Target Bacteria) for both Total Coliforms and E. Coli.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. This was then repeated 24 hours later. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.75 mg/L for the original sample is indicative of a false positive.

⁸Details: 2 Total Coliform was detected in a sample taken from Cell #2 of the Southeast Reservoir and PS (SERPS). Please note at the time SERPS is not yet part of the London Distribution System.



Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 1.65 mg/L for the original sample is indicative of a false positive.

⁹Details: 2 Total Coliform was detected in a sample taken from a hydrant at 638 Oxford Street East.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.49 mg/L for the original sample is indicative of a false positive.

¹⁰Details: A sample taken from a hydrant at 421 Boler Road was reported as NDOGT (No Data- Overgrown with Target Bacteria) for both Total Coliforms and E. Coli. The lab labelled the results as "Provisional Until Further Notice due to suspected interference/contamination", explaining that they believed the sample was contaminated in the laboratory.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.38 mg/L for the original sample is indicative of a false positive as thought by the laboratory.

¹¹Details: Total Coliform NDOGT, E. Coli NDOGT (No Data - Overgrown with Target Bacteria) from a sample collected at Westmount Pumping Station.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site on September 20th. There were no indicators of adverse water quality in the upstream and downstream samples, but the sample from the original site had 3 Total Coliforms and was reports as AWQI #136807. The site was re-sampled and samples were also taken at sites upstream and downstream from the original site on September 21. There were no indicators of adverse water quality in any of the re-sample results. The site was re-sampled and samples were also taken at sites upstream and downstream from the original site on September 23. There were no indicators of adverse water quality in any of the re-sample results.

¹²Details: 2 Total Coliform was detected in a sample taken from 301 Wortley Road (Wortley PS).

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.54 mg/L for the original sample is indicative of a false positive.



¹³Details: 3 Total Coliform was detected in a sample taken from 603 Wonderland Road S (Wonderland Pumping Station).

Corrective Action: The site was re-sampled and samples were also taken at sites upstream and downstream from the original site on September 21. There were no indicators of adverse water quality in any of the re-sample results. The site was re-sampled and samples were also taken at sites upstream and downstream from the original site on September 23. There were no indicators of adverse water quality in any of the re-sample results.

¹⁴Details: A sample taken from a hydrant at 195 Cheapside was reported as NDOGN (No Data- Overgrown with Non-Target Bacteria) for both Total Coliforms and E. Coli.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site on September 27th. There were no indicators of adverse water quality in any of the re-sample results. A second set of resamples were taken on September 29th. The downstream resample had 1 Total Coliform indicated and was returned with AWQI #136987.

¹⁵Details: 1 Total Coliform was detected in the second set of resamples taken from 195 Cheapside. This site was St. George & Cheapside.

Corrective Action: On September 30th, the original site was immediately re-sampled and a sample was also taken at a site upstream from the original site. This was the last sample point on the line so no downstream sample was taken. There were no indicators of adverse water quality in any of the re-sample results. On October 2nd, the original site was immediately re-sampled and a sample was also taken at a site upstream from the original site. This was the last sample point on the line so no downstream sample was taken. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.67 mg/L for the original sample is indicative of a false positive.

¹⁶Details: 30 Total Coliform was detected in a sample taken from a hydrant at 27 Logan Avenue.

Corrective Action: The original site was immediately re-sampled and samples were also taken at sites upstream and downstream from the original site. There were no indicators of adverse water quality in any of the re-sample results. Free chlorine concentration of 0.41 mg/L for the original sample is indicative of a false positive.



Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	# of E. coli Samples Taken	Range of E. coli (cfu/100mL)	# of Total Coliform Samples Taken	Range of Coliform (cfu/100mL)	# of HPC / Background Samples	Range of HPC (cfu/1mL)
Raw	7	0 - 0	7	0 - 1	7	<10 - 30
Treated	N/A	N/A	N/A	N/A	N/A	N/A
Distribution	2741	0 - 0	2741	0 - 30	2741	0 - 2000

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	# of Grab Samples	Continuous Monitoring	Range of Results
Turbidity	2	N/A	0.13 - 0.14 NTU
Alkalinity	24	N/A	75 - 101 mg/L as CaCO ₃
Lead*	44	N/A	0.02 - 29.5 µg/L
Chlorine**	2721	87600*	0.10 - 3.00 mg/L
Fluoride	98	8760	0.13 - 0.87 mg/L

*Some Lead sampling results include those taken from the tap of customers with Lead Water Services

**London has 10 locations with continuous online chlorine monitoring

NOTE: For continuous monitors use 8760 as the number of samples.

As outlined below, sampling was carried out in accordance with the requirements listed in the City of London's 2010 and 2015 Drinking Water Licence for inorganic and organic parameters at the following sites: Fanshawe Wells (No. 1, 2, 3, 4, 5, and 6) and Hyde Park Well.

SITE: Fanshawe Well #1 - Raw

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Barium	21/Jun/17	37.7	ug/L	N
November 20, 2015	Boron	21/Jun/17	93	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.003 <MDL	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.66	ug/L	N
November 20, 2015	Fluoride	21/Jun/17	0.11	mg/L	N
November 20, 2015	Mercury	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	1.04	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jun/17	1.05	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	1.04	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jun/17	1.05	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.004	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jun/17	0.003	mg/L	N
November 20, 2015	Selenium	21/Jun/17	0.13	ug/L	N
November 20, 2015	Sodium	21/Jun/17	25.1	mg/L	N
November 20, 2015	Uranium	21/Jun/17	0.528	ug/L	N



b) ORGANIC PARAMETERS (including THM)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.4 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012<MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	287	mg/L as CaCO ₃	N
November 20, 2015	Aluminum	21/Jun/17	0.7	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.06	mg/L	N
November 20, 2015	Azoxystrobin	21/Jun/17	NotDetected		N
November 20, 2015	Calcium	21/Jun/17	111	mg/L	N
November 20, 2015	Chloride	21/Jun/17	58	mg/L	N
November 20, 2015	Chlorothalonil	21/Jun/17	NotDetected	ug/L	N
November 20, 2015	Cobalt	21/Jun/17	0.025	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	746	uS/cm	N
November 20, 2015	Copper	21/Jun/17	0.68	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	1	mg/L	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Escherichia Coli	21/Jun/17	0	cfu/100mL	N
November 20, 2015	Field pH	21/Jun/17	7.41	mg/L	N
November 20, 2015	Field Turbidity	21/Jun/17	0.57	NTU	N
November 20, 2015	Fludioxonil	21/Jun/17	NotDetected		N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	376	mg/L as CaCO ₃	N
November 20, 2015	Heterotrophic Plate Count (HPC)	21/Jun/17	10	cfu/1mL	N
November 20, 2015	Iron	21/Jun/17	34	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	0.81	@ 20 C	N
November 20, 2015	Magnesium	21/Jun/17	23.9	mg/L	N
November 20, 2015	Manganese	21/Jun/17	0.56	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	0.3	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	pH	21/Jun/17	7.96	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	2.14	mg/L	N
November 20, 2015	Silica Dioxide	21/Jun/17	9.33	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002 <MDL	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	509	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	45	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	113	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	86	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	74	%	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	Total Coliform	21/Jun/17	0	cfu/100mL	N



November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	0.3	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	1	ug/L	N



SITE: Fanshawe Well #2 - Raw

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Barium	21/Jun/17	37	ug/L	N
November 20, 2015	Boron	21/Jun/17	52	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.004	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.6	ug/L	N
November 20, 2015	Fluoride	21/Jun/17	0.14	mg/L	N
November 20, 2015	Mercury	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	0.014	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jun/17	0.019	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	0.017	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jun/17	0.024	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.003	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jun/17	0.005	mg/L	N
November 20, 2015	Selenium	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Sodium	21/Jun/17	31	mg/L	N
November 20, 2015	Uranium	21/Jun/17	0.547	ug/L	N



b) ORGANIC PARAMETERS (including THM)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.4 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012<MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	247	mg/L as CaCO ₃	N
November 20, 2015	Aluminum	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.04 <MDL	mg/L	N
November 20, 2015	Azoxystrobin	21/Jun/17	NotDetected		N
November 20, 2015	Calcium	21/Jun/17	94.6	mg/L	N
November 20, 2015	Chloride	21/Jun/17	79	mg/L	N
November 20, 2015	Chlorothalonil	21/Jun/17	NotDetected	ug/L	N
November 20, 2015	Cobalt	21/Jun/17	0.265	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	747	uS/cm	N
November 20, 2015	Copper	21/Jun/17	0.87	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	1	mg/L	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Escherichia Coli	21/Jun/17	0	cfu/100mL	N
November 20, 2015	Field pH	21/Jun/17	7.09	mg/L	N
November 20, 2015	Field Turbidity	21/Jun/17	0.62	NTU	N
November 20, 2015	Fludioxonil	21/Jun/17	NotDetected		N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	324	mg/L as CaCO ₃	N
November 20, 2015	Heterotrophic Plate Count (HPC)	21/Jun/17	30	cfu/1mL	N
November 20, 2015	Iron	21/Jun/17	185	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	0.43	@ 20 C	N
November 20, 2015	Magnesium	21/Jun/17	21.4	mg/L	N
November 20, 2015	Manganese	21/Jun/17	132	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	0.8	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	0.06	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	pH	21/Jun/17	7.72	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	2.75	mg/L	N
November 20, 2015	Silica Dioxide	21/Jun/17	7.77	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002 <MDL	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	494	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	34	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	113	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	87	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	70	%	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	Total Coliform	21/Jun/17	0	cfu/100mL	N



November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	1.5	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	2	ug/L	N



SITE: Fanshawe Well #3 - Raw

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.2	ug/L	N
November 20, 2015	Barium	21/Jun/17	44	ug/L	N
November 20, 2015	Boron	21/Jun/17	44	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.003 <MDL	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.59	ug/L	N
November 20, 2015	Fluoride	21/Jun/17	0.13	mg/L	N
November 20, 2015	Mercury	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	0.006 <MDL	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	0.006 <MDL	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.004	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Selenium	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Sodium	21/Jun/17	28.2	mg/L	N
November 20, 2015	Uranium	21/Jun/17	0.578	ug/L	N



b) ORGANIC PARAMETERS (including THM)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.4 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012<MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	299	mg/L as CaCO ₃	N
November 20, 2015	Aluminum	21/Jun/17	0.5	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.04 <MDL	mg/L	N
November 20, 2015	Azoxystrobin	21/Jun/17	NotDetected		N
November 20, 2015	Calcium	21/Jun/17	105	mg/L	N
November 20, 2015	Chloride	21/Jun/17	64	mg/L	N
November 20, 2015	Chlorothalonil	21/Jun/17	NotDetected	ug/L	N
November 20, 2015	Cobalt	21/Jun/17	0.505	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	756	uS/cm	N
November 20, 2015	Copper	21/Jun/17	1.05	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	1	mg/L	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Escherichia Coli	21/Jun/17	0	cfu/100mL	N
November 20, 2015	Field pH	21/Jun/17	7.05	mg/L	N
November 20, 2015	Field Turbidity	21/Jun/17	0.36	NTU	N
November 20, 2015	Fludioxonil	21/Jun/17	NotDetected		N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	357	mg/L as CaCO ₃	N
November 20, 2015	Heterotrophic Plate Count (HPC)	21/Jun/17	10	cfu/1mL	N
November 20, 2015	Iron	21/Jun/17	283	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	0.56	@ 20 C	N
November 20, 2015	Magnesium	21/Jun/17	23.3	mg/L	N
November 20, 2015	Manganese	21/Jun/17	379	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	1.7	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	0.16	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	0.16	mg/L	N
November 20, 2015	pH	21/Jun/17	7.72	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	2.91	mg/L	N
November 20, 2015	Silica Dioxide	21/Jun/17	10.3	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002 <MDL	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	471	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	20	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	113	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	86	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	67	%	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	Total Coliform	21/Jun/17	0	cfu/100mL	N



November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	2.56	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	3	ug/L	N



SITE: Fanshawe Well #4 - Raw

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Barium	21/Jun/17	30.7	ug/L	N
November 20, 2015	Boron	21/Jun/17	24	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.003 <MDL	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.58	ug/L	N
November 20, 2015	Fluoride	21/Jun/17	0.17	mg/L	N
November 20, 2015	Mercury	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	0.217	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jun/17	0.281	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	0.232	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jun/17	0.297	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.015	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jun/17	0.016	mg/L	N
November 20, 2015	Selenium	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Sodium	21/Jun/17	11.1	mg/L	N
November 20, 2015	Uranium	21/Jun/17	0.76	ug/L	N



b) ORGANIC PARAMETERS (including THM)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.4 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012<MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	278	mg/L as CaCO ₃	N
November 20, 2015	Aluminum	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.04 <MDL	mg/L	N
November 20, 2015	Azoxystrobin	21/Jun/17	NotDetected		N
November 20, 2015	Calcium	21/Jun/17	87.4	mg/L	N
November 20, 2015	Chloride	21/Jun/17	26	mg/L	N
November 20, 2015	Chlorothalonil	21/Jun/17	NotDetected	ug/L	N
November 20, 2015	Cobalt	21/Jun/17	0.164	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	596	uS/cm	N
November 20, 2015	Copper	21/Jun/17	1.38	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	1	mg/L	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Escherichia Coli	21/Jun/17	0	cfu/100mL	N
November 20, 2015	Field pH	21/Jun/17	7.12	mg/L	N
November 20, 2015	Field Turbidity	21/Jun/17	0.53	NTU	N
November 20, 2015	Fludioxonil	21/Jun/17	NotDetected		N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	296	mg/L as CaCO ₃	N
November 20, 2015	Heterotrophic Plate Count (HPC)	21/Jun/17	10	cfu/1mL	N
November 20, 2015	Iron	21/Jun/17	251	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	0.52	@ 20 C	N
November 20, 2015	Magnesium	21/Jun/17	19	mg/L	N
November 20, 2015	Manganese	21/Jun/17	188	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	1	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	pH	21/Jun/17	7.78	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	1.97	mg/L	N
November 20, 2015	Silica Dioxide	21/Jun/17	8.3	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002 <MDL	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	360	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	13	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	113	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	86	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	78	%	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	Total Coliform	21/Jun/17	0	cfu/100mL	N



November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	2.63	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	3	ug/L	N



SITE: Fanshawe Well #5 - Raw

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Barium	21/Jun/17	60.9	ug/L	N
November 20, 2015	Boron	21/Jun/17	129	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.005	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.68	ug/L	N
November 20, 2015	Fluoride	21/Jun/17	0.08	mg/L	N
November 20, 2015	Mercury	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	1	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jun/17	2.18	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	1.01	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jun/17	2.19	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.005	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jun/17	0.006	mg/L	N
November 20, 2015	Selenium	21/Jun/17	0.06	ug/L	N
November 20, 2015	Sodium	21/Jun/17	75.4	mg/L	N
November 20, 2015	Uranium	21/Jun/17	0.567	ug/L	N



b) ORGANIC PARAMETERS (including THM)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.4 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012<MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	315	mg/L as CaCO ₃	N
November 20, 2015	Aluminum	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.04 <MDL	mg/L	N
November 20, 2015	Calcium	21/Jun/17	161	mg/L	N
November 20, 2015	Chloride	21/Jun/17	240	mg/L	N
November 20, 2015	Cobalt	21/Jun/17	0.045	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	1370	uS/cm	N
November 20, 2015	Copper	21/Jun/17	3.83	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	2	mg/L	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Escherichia Coli	21/Jun/17	0	cfu/100mL	N
November 20, 2015	Field pH	21/Jun/17	7.07	mg/L	N
November 20, 2015	Field Turbidity	21/Jun/17	0.78	NTU	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	530	mg/L as CaCO ₃	N
November 20, 2015	Heterotrophic Plate Count (HPC)	21/Jun/17	10	cfu/1mL	N
November 20, 2015	Iron	21/Jun/17	148	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	0.64	@ 20 C	N
November 20, 2015	Magnesium	21/Jun/17	30.8	mg/L	N
November 20, 2015	Manganese	21/Jun/17	5.95	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	0.5	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	0.21	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	0.19	mg/L	N
November 20, 2015	pH	21/Jun/17	7.62	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	2.49	mg/L	N
November 20, 2015	Silica Dioxide	21/Jun/17	10	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	986	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	52	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	114	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	86	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	85	%	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	Total Coliform	21/Jun/17	0	cfu/100mL	N



November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	1.09	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	5	ug/L	N



SITE: Fanshawe Well #6 - Raw

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Barium	21/Jun/17	26.9	ug/L	N
November 20, 2015	Boron	21/Jun/17	21	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.003	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.62	ug/L	N
November 20, 2015	Fluoride	21/Jun/17	0.09	mg/L	N
November 20, 2015	Mercury	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	0.318	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jun/17	0.679	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	0.33	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jun/17	0.704	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.012	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jun/17	0.025	mg/L	N
November 20, 2015	Selenium	21/Jun/17	0.18	ug/L	N
November 20, 2015	Sodium	21/Jun/17	11.4	mg/L	N
November 20, 2015	Uranium	21/Jun/17	0.396	ug/L	N



b) ORGANIC PARAMETERS (including THM)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.4 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012<MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	235	g/L as CaCC	N
November 20, 2015	Aluminum	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.04 <MDL	mg/L	N
November 20, 2015	Azoxystrobin	21/Jun/17	NotDetected	0/Jan/00	N
November 20, 2015	Calcium	21/Jun/17	79.8	mg/L	N
November 20, 2015	Chloride	21/Jun/17	24	mg/L	N
November 20, 2015	Chlorothalonil	21/Jun/17	NotDetected	ug/L	N
November 20, 2015	Cobalt	21/Jun/17	0.709	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	541	uS/cm	N
November 20, 2015	Copper	21/Jun/17	8.43	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	1	mg/L	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Escherichia Coli	21/Jun/17	0	cfu/100mL	N
November 20, 2015	Field pH	21/Jun/17	7.13	mg/L	N
November 20, 2015	Field Turbidity	21/Jun/17	0.34	NTU	N
November 20, 2015	Fludioxonil	21/Jun/17	NotDetected	0/Jan/00	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	268	g/L as CaCC	N
November 20, 2015	Heterotrophic Plate Count (HPC)	21/Jun/17	10	cfu/1mL	N
November 20, 2015	Iron	21/Jun/17	17	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	0.49	@ 20 C	N
November 20, 2015	Magnesium	21/Jun/17	16.7	mg/L	N
November 20, 2015	Manganese	21/Jun/17	293	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	1.2	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	0.17	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	0.14	mg/L	N
November 20, 2015	pH	21/Jun/17	7.86	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	2.56	mg/L	N
November 20, 2015	Silica Dioxide	21/Jun/17	8.4	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002 <MDL	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	337	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	14	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	112	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	87	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	96	%	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	Total Coliform	21/Jun/17	0	cfu/100mL	N



November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	0.16	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	2	ug/L	N



SITE: Hyde Park Well - Raw

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Barium	21/Jun/17	118	ug/L	N
November 20, 2015	Boron	21/Jun/17	46	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.004	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.72	ug/L	N
November 20, 2015	Fluoride	21/Jun/17	0.24	mg/L	N
November 20, 2015	Mercury	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	2.94	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jun/17	2.61	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	2.94	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jun/17	2.61	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.004	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jun/17	0.004	mg/L	N
November 20, 2015	Selenium	21/Jun/17	0.48	ug/L	N
November 20, 2015	Sodium	21/Jun/17	54.4	mg/L	N
November 20, 2015	Uranium	21/Jun/17	0.559	ug/L	N



b) ORGANIC PARAMETERS (including THM)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.4 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012<MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.2 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	297	mg/L as CaCO ₃	N
November 20, 2015	Aluminum	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.04 <MDL	mg/L	N
November 20, 2015	Calcium	21/Jun/17	97	mg/L	N
November 20, 2015	Chloride	21/Jun/17	100	mg/L	N
November 20, 2015	Cobalt	21/Jun/17	0.013	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	888	uS/cm	N
November 20, 2015	Copper	21/Jun/17	0.7	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	1 <MDL	mg/L	N
November 20, 2015	Escherichia Coli	21/Jun/17	0	cfu/100mL	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Field pH	21/Jun/17	7.31	mg/L	N
November 20, 2015	Field Turbidity	21/Jun/17	0.54	NTU	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	350	mg/L as CaCO ₃	N
November 20, 2015	Heterotrophic Plate Count (HPC)	21/Jun/17	10	cfu/1mL	N
November 20, 2015	Iron	21/Jun/17	64	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	0.75	@ 20 C	N
November 20, 2015	Magnesium	21/Jun/17	26.2	mg/L	N
November 20, 2015	Manganese	21/Jun/17	1.33	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	0.3	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	2.6	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	2.6	mg/L	N
November 20, 2015	pH	21/Jun/17	7.95	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	1.94	mg/L	N
November 20, 2015	Silica Dioxide	21/Jun/17	13.7	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002 <MDL	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	537	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	42	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	114	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	86	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	87	%	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	Total Coliform	21/Jun/17	1	cfu/100mL	N



November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	0.52	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	2	ug/L	N



Summary of Inorganic parameters tested during this reporting period or the most recent sample results.

As outlined below, sampling was carried out for inorganic and organic parameters at the following sites: Arva Pumping Station, Highbury Ave. at Dingman Dr., and Southeast Reservoir and Pumping Station.

SITE: Arva Pumping Station - Treated Distribution

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.09	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.4	ug/L	N
November 20, 2015	Barium	21/Jun/17	14.5	ug/L	N
November 20, 2015	Boron	21/Jun/17	17	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.003 <MDL	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.69	ug/L	N
November 20, 2015	Fluoride	4/Jan/17	0.60	mg/L	N
November 20, 2015	Fluoride	11/Jan/17	0.60	mg/L	N
November 20, 2015	Fluoride	18/Jan/17	0.52	mg/L	N
November 20, 2015	Fluoride	25/Jan/17	0.50	mg/L	N
November 20, 2015	Fluoride	1/Feb/17	0.58	mg/L	N
November 20, 2015	Fluoride	8/Feb/17	0.64	mg/L	N
November 20, 2015	Fluoride	15/Feb/17	0.56	mg/L	N
November 20, 2015	Fluoride	22/Feb/17	0.55	mg/L	N
November 20, 2015	Fluoride	1/Mar/17	0.63	mg/L	N
November 20, 2015	Fluoride	8/Mar/17	0.67	mg/L	N
November 20, 2015	Fluoride	15/Mar/17	0.49	mg/L	N
November 20, 2015	Fluoride	22/Mar/17	0.56	mg/L	N
November 20, 2015	Fluoride	29/Mar/17	0.57	mg/L	N
November 20, 2015	Fluoride	12/Apr/17	0.61	mg/L	N
November 20, 2015	Fluoride	19/Apr/17	0.55	mg/L	N
November 20, 2015	Fluoride	26/Apr/17	0.57	mg/L	N
November 20, 2015	Fluoride	3/May/17	0.53	mg/L	N
November 20, 2015	Fluoride	10/May/17	0.73	mg/L	N
November 20, 2015	Fluoride	17/May/17	0.62	mg/L	N
November 20, 2015	Fluoride	24/May/17	0.67	mg/L	N
November 20, 2015	Fluoride	31/May/17	0.63	mg/L	N
November 20, 2015	Fluoride	7/Jun/17	0.70	mg/L	N
November 20, 2015	Fluoride	14/Jun/17	0.57	mg/L	N
November 20, 2015	Fluoride	21/Jun/17	0.62	mg/L	N
November 20, 2015	Fluoride	28/Jun/17	0.72	mg/L	N
November 20, 2015	Fluoride	5/Jul/17	0.55	mg/L	N



November 20, 2015	Fluoride	12/Jul/17	0.67	mg/L	N
November 20, 2015	Fluoride	19/Jul/17	0.62	mg/L	N
November 20, 2015	Fluoride	26/Jul/17	0.55	mg/L	N
November 20, 2015	Fluoride	2/Aug/17	0.66	mg/L	N
November 20, 2015	Fluoride	9/Aug/17	0.56	mg/L	N
November 20, 2015	Fluoride	16/Aug/17	0.43	mg/L	N
November 20, 2015	Fluoride	23/Aug/17	0.72	mg/L	N
November 20, 2015	Fluoride	30/Aug/17	0.69	mg/L	N
November 20, 2015	Fluoride	6/Sep/17	0.63	mg/L	N
November 20, 2015	Fluoride	13/Sep/17	0.70	mg/L	N
November 20, 2015	Fluoride	20/Sep/17	0.60	mg/L	N
September 21, 2017	Fluoride	27/Sep/17	0.79	mg/L	N
September 21, 2017	Fluoride	4/Oct/17	0.61	mg/L	N
September 21, 2017	Fluoride	11/Oct/17	0.67	mg/L	N
September 21, 2017	Fluoride	18/Oct/17	0.60	mg/L	N
September 21, 2017	Fluoride	25/Oct/17	0.65	mg/L	N
September 21, 2017	Fluoride	1/Nov/17	0.60	mg/L	N
September 21, 2017	Fluoride	8/Nov/17	0.74	mg/L	N
September 21, 2017	Fluoride	15/Nov/17	0.68	mg/L	N
September 21, 2017	Fluoride	22/Nov/17	0.69	mg/L	N
September 21, 2017	Fluoride	29/Nov/17	0.68	mg/L	N
September 21, 2017	Fluoride	13/Dec/17	0.71	mg/L	N
September 21, 2017	Fluoride	20/Dec/17	0.71	mg/L	N
September 21, 2017	Fluoride	27/Dec/17	0.66	mg/L	N
November 20, 2015	Mercury	21/Jan/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	1.01	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jan/17	0.442	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	20/Sep/17	0.279	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	13/Dec/17	0.286	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	1.01	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jan/17	0.442	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	20/Sep/17	0.279	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	13/Dec/17	0.286	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.003 <MDL	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jan/17	0.003 <MDL	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	20/Sep/17	0.003 <MDL	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	13/Dec/17	0.003 <MDL	mg/L	N
November 20, 2015	Selenium	21/Jan/17	0.22	ug/L	N
November 20, 2015	Sodium	21/Jan/17	10.8	mg/L	N
November 20, 2015	Uranium	21/Jan/17	0.032	ug/L	N



b) ORGANIC PARAMETERS (including THM & HAA)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.02	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.03	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.20 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.40 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012 <MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.20 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N



November 20, 2015	Total Haloacetic Acids	21/Jun/17	8	ug/L	N
November 20, 2015	Bromoacetic Acid	21/Jun/17	2.9 <MDL	ug/L	N
November 20, 2015	Chloroacetic Acid	21/Jun/17	4.7 <MDL	ug/L	N
November 20, 2015	Dibromoacetic Acid	21/Jun/17	2 <MDL	ug/L	N
November 20, 2015	Dichloroacetic Acid	21/Jun/17	8	ug/L	N
November 20, 2015	Trichloroacetic Acid	21/Jun/17	5.3 <MDL	ug/L	N
November 20, 2015	Total Haloacetic Acids	20/Sep/17	9.4	ug/L	N
November 20, 2015	Bromoacetic Acid	20/Sep/17	2.9 <MDL	ug/L	N
November 20, 2015	Chloroacetic Acid	20/Sep/17	4.7 <MDL	ug/L	N
November 20, 2015	Dibromoacetic Acid	20/Sep/17	2 <MDL	ug/L	N
November 20, 2015	Dichloroacetic Acid	20/Sep/17	2.8	ug/L	N
November 20, 2015	Trichloroacetic Acid	20/Sep/17	6.6	ug/L	N
November 20, 2015	Total Haloacetic Acids	13/Dec/17	5.3 <MDL	ug/L	N
November 20, 2015	Bromoacetic Acid	13/Dec/17	2.9 <MDL	ug/L	N
November 20, 2015	Chloroacetic Acid	13/Dec/17	4.7 <MDL	ug/L	N
November 20, 2015	Dibromoacetic Acid	13/Dec/17	2 <MDL	ug/L	N
November 20, 2015	Dichloroacetic Acid	13/Dec/17	2.8	ug/L	N
November 20, 2015	Trichloroacetic Acid	13/Dec/17	5.3 <MDL	ug/L	N
November 20, 2015	Trihalomethanes (total)	28/Mar/17	19	ug/L	N
November 20, 2015	Bromodichloromethane	28/Mar/17	5.1	ug/L	N
November 20, 2015	Bromoform	28/Mar/17	0.34 <MDL	ug/L	N
November 20, 2015	Chloroform	28/Mar/17	12	ug/L	N
November 20, 2015	Dibromochloromethane	28/Mar/17	1.4	ug/L	N
November 20, 2015	Trihalomethanes (total)	21/Jun/17	33	ug/L	N
November 20, 2015	Bromodichloromethane	21/Jun/17	9.1	ug/L	N
November 20, 2015	Bromoform	21/Jun/17	0.34 <MDL	ug/L	N
November 20, 2015	Chloroform	21/Jun/17	20	ug/L	N
November 20, 2015	Dibromochloromethane	21/Jun/17	3.6	ug/L	N
November 20, 2015	Trihalomethanes (total)	20/Sep/17	48	ug/L	N
November 20, 2015	Bromodichloromethane	20/Sep/17	12	ug/L	N
November 20, 2015	Bromoform	20/Sep/17	0.34 <MDL	ug/L	N
November 20, 2015	Chloroform	20/Sep/17	31	ug/L	N
November 20, 2015	Dibromochloromethane	20/Sep/17	4.6	ug/L	N
November 20, 2015	Trihalomethanes (total)	13/Dec/17	17	ug/L	N
November 20, 2015	Bromodichloromethane	13/Dec/17	6.1	ug/L	N
November 20, 2015	Bromoform	13/Dec/17	0.34 <MDL	ug/L	N
November 20, 2015	Chloroform	13/Dec/17	8	ug/L	N
November 20, 2015	Dibromochloromethane	13/Dec/17	3	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	82	mg/L as CaCO ₃	N
September 21, 2017	Alkalinity	19/Dec/17	79	mg/L as CaCO ₃	N
November 20, 2015	Aluminum	21/Jun/17	41.8	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.04 <MDL	mg/L	N
November 20, 2015	Calcium	21/Jun/17	26.0	mg/L	N
November 20, 2015	Chloride	21/Jun/17	9.5	mg/L	N
November 20, 2015	Cobalt	21/Jun/17	0.004	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	251	uS/cm	N
November 20, 2015	Copper	21/Jun/17	2.47	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	1	mg/L	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	96.8	mg/L as CaCO ₃	N
November 20, 2015	Iron	21/Jun/17	7 <MDL	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	-0.28	no unit	N
November 20, 2015	Magnesium	21/Jun/17	7.78	mg/L	N
November 20, 2015	Manganese	21/Jun/17	0.26	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.3 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	0.4	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	pH	21/Jun/17	7.99	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	1.03	mg/L	N
November 20, 2015	Silica	21/Jun/17	0.92	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002 <MDL	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	140	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	27	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.006 <MDL	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	112	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	87	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	82	%	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	0.13	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	2	ug/L	N



SITE: Highbury Ave. at Dingman Dr. - Treated Distribution

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Antimony	21/Jun/17	0.12	ug/L	N
November 20, 2015	Arsenic	21/Jun/17	0.40	ug/L	N
November 20, 2015	Barium	21/Jun/17	21.80	ug/L	N
November 20, 2015	Boron	21/Jun/17	22.00	ug/L	N
November 20, 2015	Cadmium	21/Jun/17	0.01	ug/L	N
November 20, 2015	Chromium	21/Jun/17	0.81	ug/L	N
November 20, 2015	Fluoride	4/Jan/17	0.50	mg/L	N
November 20, 2015	Fluoride	11/Jan/17	0.47	mg/L	N
November 20, 2015	Fluoride	18/Jan/17	0.48	mg/L	N
November 20, 2015	Fluoride	25/Jan/17	0.48	mg/L	N
November 20, 2015	Fluoride	1/Feb/17	0.49	mg/L	N
November 20, 2015	Fluoride	8/Feb/17	0.51	mg/L	N
November 20, 2015	Fluoride	15/Feb/17	0.48	mg/L	N
November 20, 2015	Fluoride	22/Feb/17	0.50	mg/L	N
November 20, 2015	Fluoride	1/Mar/17	0.50	mg/L	N
November 20, 2015	Fluoride	8/Mar/17	0.51	mg/L	N
November 20, 2015	Fluoride	15/Mar/17	0.51	mg/L	N
November 20, 2015	Fluoride	22/Mar/17	0.52	mg/L	N
November 20, 2015	Fluoride	29/Mar/17	0.50	mg/L	N
November 20, 2015	Fluoride	12/Apr/17	0.51	mg/L	N
November 20, 2015	Fluoride	19/Apr/17	0.53	mg/L	N
November 20, 2015	Fluoride	26/Apr/17	0.49	mg/L	N
November 20, 2015	Fluoride	3/May/17	0.53	mg/L	N
November 20, 2015	Fluoride	10/May/17	0.52	mg/L	N
November 20, 2015	Fluoride	17/May/17	0.53	mg/L	N
November 20, 2015	Fluoride	24/May/17	0.50	mg/L	N
November 20, 2015	Fluoride	31/May/17	0.50	mg/L	N
November 20, 2015	Fluoride	7/Jun/17	0.51	mg/L	N
November 20, 2015	Fluoride	14/Jun/17	0.52	mg/L	N
November 20, 2015	Fluoride	21/Jun/17	0.53	mg/L	N
November 20, 2015	Fluoride	28/Jun/17	0.46	mg/L	N
November 20, 2015	Fluoride	5/Jul/17	0.49	mg/L	N
November 20, 2015	Fluoride	12/Jul/17	0.62	mg/L	N
November 20, 2015	Fluoride	19/Jul/17	0.47	mg/L	N
November 20, 2015	Fluoride	26/Jul/17	0.50	mg/L	N
November 20, 2015	Fluoride	2/Aug/17	0.52	mg/L	N
November 20, 2015	Fluoride	9/Aug/17	0.53	mg/L	N
November 20, 2015	Fluoride	16/Aug/17	0.50	mg/L	N
November 20, 2015	Fluoride	23/Aug/17	0.47	mg/L	N
November 20, 2015	Fluoride	30/Aug/17	0.51	mg/L	N
November 20, 2015	Fluoride	6/Sep/17	0.52	mg/L	N



November 20, 2015	Fluoride	13/Sep/17	0.54	mg/L	N
November 20, 2015	Mercury	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Nitrate (as nitrogen)	28/Mar/17	0.170	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	21/Jun/17	0.180	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	28/Mar/17	0.170	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	21/Jun/17	0.180	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	28/Mar/17	0.003 <MDL	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Selenium	21/Jun/17	0.21	ug/L	N
November 20, 2015	Sodium	21/Jun/17	18.10	mg/L	N
November 20, 2015	Uranium	21/Jun/17	0.04	ug/L	N



b) ORGANIC PARAMETERS (including THM & HAA)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Atrazine	21/Jun/17	0.03	ug/L	N
November 20, 2015	Atrazine + N-dealkylated metabolites	21/Jun/17	0.05	ug/L	N
November 20, 2015	De-ethylated Atrazine	21/Jun/17	0.01	ug/L	N
November 20, 2015	Azinphos-methyl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Benzene	21/Jun/17	0.32 <MDL	ug/L	N
November 20, 2015	Benzo(a)pyrene	21/Jun/17	0.004 <MDL	ug/L	N
November 20, 2015	Bromoxynil	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Carbaryl	21/Jun/17	0.05 <MDL	ug/L	N
November 20, 2015	Carbofuran	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Carbon tetrachloride	21/Jun/17	0.16 <MDL	ug/L	N
November 20, 2015	Chlorpyrifos	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Diazinon	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Dicamba	21/Jun/17	0.20 <MDL	ug/L	N
November 20, 2015	1,2-Dichlorobenzene	21/Jun/17	0.41 <MDL	ug/L	N
November 20, 2015	1,4-Dichlorobenzene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	1,2-Dichloroethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	Dichloromethane	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	2,4-dichlorophenoxyacetic acid (2,4-D)	21/Jun/17	0.19 <MDL	ug/L	N
November 20, 2015	Diclofop-methyl	21/Jun/17	0.40 <MDL	ug/L	N
November 20, 2015	Dimethoate	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Diquat	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Diuron	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Glyphosate	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Malathion	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	MCPA	21/Jun/17	0.00012<MDL	mg/L	N
November 20, 2015	Metolachlor	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Metribuzin	21/Jun/17	0.02 <MDL	ug/L	N
November 20, 2015	Paraquat	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Pentachlorophenol	21/Jun/17	0.15 <MDL	ug/L	N
November 20, 2015	Phorate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Picloram	21/Jun/17	1 <MDL	ug/L	N
November 20, 2015	Polychlorinated Biphenyls (PCBs)	21/Jun/17	0.04 <MDL	ug/L	N
November 20, 2015	Prometryne	21/Jun/17	0.03 <MDL	ug/L	N
November 20, 2015	Simazine	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Terbufos	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Tetrachloroethylene (perchloroethylene)	21/Jun/17	0.35 <MDL	ug/L	N
November 20, 2015	2,3,4,6-tetrachlorophenol	21/Jun/17	0.20 <MDL	ug/L	N
November 20, 2015	Triallate	21/Jun/17	0.01 <MDL	ug/L	N
November 20, 2015	Trichloroethylene	21/Jun/17	0.44 <MDL	ug/L	N
November 20, 2015	2,4,6-trichlorophenol	21/Jun/17	0.25 <MDL	ug/L	N
November 20, 2015	Trifluralin	21/Jun/17	0.02 <MDL	ug/L	N



November 20, 2015	Total Haloacetic Acids	21/Jun/17	7.4	ug/L	N
November 20, 2015	Bromoacetic Acid	21/Jun/17	2.9 <MDL	ug/L	N
November 20, 2015	Chloroacetic Acid	21/Jun/17	4.7 <MDL	ug/L	N
November 20, 2015	Dibromoacetic Acid	21/Jun/17	2 <MDL	ug/L	N
November 20, 2015	Dichloroacetic Acid	21/Jun/17	7.4	ug/L	N
November 20, 2015	Trichloroacetic Acid	21/Jun/17	5.3 <MDL	ug/L	N
November 20, 2015	Trihalomethanes (total)	28/Mar/17	12	ug/L	N
November 20, 2015	Bromodichloromethane	28/Mar/17	4	ug/L	N
November 20, 2015	Bromoform	28/Mar/17	0.34 <MDL	ug/L	N
November 20, 2015	Chloroform	28/Mar/17	5.8	ug/L	N
November 20, 2015	Dibromochloromethane	28/Mar/17	2.3	ug/L	N
November 20, 2015	Trihalomethanes (total)	21/Jun/17	25	ug/L	N
November 20, 2015	Bromodichloromethane	21/Jun/17	7.8	ug/L	N
November 20, 2015	Bromoform	21/Jun/17	0.34 <MDL	ug/L	N
November 20, 2015	Chloroform	21/Jun/17	14	ug/L	N
November 20, 2015	Dibromochloromethane	21/Jun/17	3.6	ug/L	N
November 20, 2015	Vinyl Chloride	21/Jun/17	0.17 <MDL	ug/L	N



c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Alkalinity	21/Jun/17	95	mg/L as CaCO ₃	N
November 20, 2015	Aluminum	21/Jun/17	31.1	ug/L	N
November 20, 2015	Ammonia+Ammonium (N)	21/Jun/17	0.04 <MDL	mg/L	N
November 20, 2015	Calcium	21/Jun/17	32.3	mg/L	N
November 20, 2015	Chloride	21/Jun/17	18	mg/L	N
November 20, 2015	Cobalt	21/Jun/17	0.01	ug/L	N
November 20, 2015	Colour	21/Jun/17	3 <MDL	TCU	N
November 20, 2015	Conductivity	21/Jun/17	310	uS/cm	N
November 20, 2015	Copper	21/Jun/17	2	ug/L	N
November 20, 2015	Cyanide	21/Jun/17	0.002 <MDL	mg/L	N
November 20, 2015	1,1-Dichloroethylene (vinylidene chloride)	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Dissolved Organic Carbon	21/Jun/17	2	mg/L	N
November 20, 2015	Ethylbenzene	21/Jun/17	0.33 <MDL	ug/L	N
November 20, 2015	Hardness	21/Jun/17	117	mg/L as CaCO ₃	N
November 20, 2015	Iron	21/Jun/17	7.00 <MDL	ug/L	N
November 20, 2015	Langelier's Index	21/Jun/17	-0.12	no unit	N
November 20, 2015	Magnesium	21/Jun/17	8.7	mg/L	N
November 20, 2015	Manganese	21/Jun/17	0.61	ug/L	N
November 20, 2015	Monochlorobenzene	21/Jun/17	0.30 <MDL	ug/L	N
November 20, 2015	Nickel	21/Jun/17	0.6	ug/L	N
November 20, 2015	Nitrogen-Kjeldahl (N)	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	Organic Nitrogen	21/Jun/17	0.05 <MDL	mg/L	N
November 20, 2015	pH	21/Jun/17	8.00	no unit	N
November 20, 2015	Phosphorus	21/Jun/17	0.003 <MDL	mg/L	N
November 20, 2015	Potassium	21/Jun/17	1.5	mg/L	N
November 20, 2015	Silica	21/Jun/17	0.51	mg/L	N
November 20, 2015	Silver	21/Jun/17	0.002 <MDL	ug/L	N
November 20, 2015	Solids (Total Dissolved)	21/Jun/17	174	mg/L	N
November 20, 2015	Sulphate	21/Jun/17	33	mg/L	N
November 20, 2015	Sulphide	21/Jun/17	0.01	mg/L	N
November 20, 2015	Surr 1,2-Dichloroethane-d4	21/Jun/17	110	Surr Rec %	N
November 20, 2015	Surr 4-Bromofluorobenzene	21/Jun/17	87	Surr Rec %	N
November 20, 2015	Surr Decachlorobiphenyl	21/Jun/17	76	%	N
November 20, 2015	Toluene	21/Jun/17	0.36 <MDL	ug/L	N
November 20, 2015	2,4,5-TP (Silvex)	21/Jun/17	0.18 <MDL	ug/L	N
November 20, 2015	Toxaphene	21/Jun/17	5 <MDL	ug/L	N
November 20, 2015	Turbidity	21/Jun/17	0.14	NTU	N
November 20, 2015	Xylene (Total)	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	m/p-Xylene	21/Jun/17	0.43 <MDL	ug/L	N
November 20, 2015	o-xylene	21/Jun/17	0.17 <MDL	ug/L	N
November 20, 2015	Zinc	21/Jun/17	1	ug/L	N



SITE: Southeast Reservoir and Pumping Station - Treated Distribution

a) INORGANIC PARAMETERS (including lead, sodium, nitrate, nitrite, and fluoride)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Fluoride	20/Sep/17	0.55	mg/L	N
September 21, 2017	Fluoride	27/Sep/17	0.57	mg/L	N
September 21, 2017	Fluoride	4/Oct/17	0.52	mg/L	N
September 21, 2017	Fluoride	11/Oct/17	0.50	mg/L	N
September 21, 2017	Fluoride	18/Oct/17	0.53	mg/L	N
September 21, 2017	Fluoride	25/Oct/17	0.45	mg/L	N
September 21, 2017	Fluoride	1/Nov/17	0.54	mg/L	N
September 21, 2017	Fluoride	8/Nov/17	0.55	mg/L	N
September 21, 2017	Fluoride	15/Nov/17	0.53	mg/L	N
September 21, 2017	Fluoride	22/Nov/17	0.57	mg/L	N
September 21, 2017	Fluoride	29/Nov/17	0.55	mg/L	N
September 21, 2017	Fluoride	13/Dec/17	0.54	mg/L	N
September 21, 2017	Fluoride	20/Dec/17	0.51	mg/L	N
September 21, 2017	Fluoride	27/Dec/17	0.56	mg/L	N
September 21, 2017	Lead	19/Dec/17	0.02	ug/L	N
September 21, 2017	Nitrate (as nitrogen)	20/Sep/17	0.178	mg/L	N
November 20, 2015	Nitrate (as nitrogen)	13/Dec/17	0.129	mg/L	N
September 21, 2017	Nitrate + Nitrite (as nitrogen)	20/Sep/17	0.178	mg/L	N
November 20, 2015	Nitrate + Nitrite (as nitrogen)	13/Dec/17	0.129	mg/L	N
September 21, 2017	Nitrite (as nitrogen)	20/Sep/17	0.003 <MDL	mg/L	N
November 20, 2015	Nitrite (as nitrogen)	13/Dec/17	0.003 <MDL	mg/L	N



b) ORGANIC PARAMETERS (including THM & HAA)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Total Haloacetic Acids	20/Sep/17	17	ug/L	N
November 20, 2015	Bromoacetic Acid	20/Sep/17	2.9 <MDL	ug/L	N
November 20, 2015	Chloroacetic Acid	20/Sep/17	4.7 <MDL	ug/L	N
November 20, 2015	Dibromoacetic Acid	20/Sep/17	2 <MDL	ug/L	N
November 20, 2015	Dichloroacetic Acid	20/Sep/17	10.9	ug/L	N
November 20, 2015	Trichloroacetic Acid	20/Sep/17	6.1	ug/L	N
September 21, 2017	Total Haloacetic Acids	13/Dec/17	8.6	ug/L	N
September 21, 2017	Bromoacetic Acid	13/Dec/17	2.9 <MDL	ug/L	N
September 21, 2017	Chloroacetic Acid	13/Dec/17	4.7 <MDL	ug/L	N
September 21, 2017	Dibromoacetic Acid	13/Dec/17	2 <MDL	ug/L	N
September 21, 2017	Dichloroacetic Acid	13/Dec/17	8.6	ug/L	N
September 21, 2017	Trichloroacetic Acid	13/Dec/17	5.3 <MDL	ug/L	N
November 20, 2015	Trihalomethanes (total)	20/Sep/17	44	ug/L	N
November 20, 2015	Bromodichloromethane	20/Sep/17	12	ug/L	N
November 20, 2015	Bromoform	20/Sep/17	0.42	ug/L	N
November 20, 2015	Chloroform	20/Sep/17	27	ug/L	N
November 20, 2015	Dibromochloromethane	20/Sep/17	4.9	ug/L	N
September 21, 2017	Trihalomethanes (total)	13/Dec/17	26	ug/L	N
September 21, 2017	Bromodichloromethane	13/Dec/17	8.1	ug/L	N
September 21, 2017	Bromoform	13/Dec/17	0.34 <MDL	ug/L	N
September 21, 2017	Chloroform	13/Dec/17	15	ug/L	N
September 21, 2017	Dibromochloromethane	13/Dec/17	2.9	ug/L	N

c) NON-REGULATED INORGANIC/ORGANIC PARAMETERS

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
September 21, 2017	Alkalinity	19/Dec/17	89	mg/L as CaCO3	N



Summary of Inorganic/Organic parameters tested during this reporting period.

As outlined below, sampling was carried out for THM's & HAA's at 214 Rathowan St. and 4318 Colonel Talbot Rd.

SITE: Fire Hydrant at 214 Rathowan St. - Treated Distribution

b) ORGANIC PARAMETERS (THM & HAA)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Total Haloacetic Acids	21/Jun/17	7.8	ug/L	N
November 20, 2015	(Bromoacetic Acid)	21/Jun/17	2.9 <MDL	ug/L	N
November 20, 2015	(Chloroacetic Acid)	21/Jun/17	4.7 <MDL	ug/L	N
November 20, 2015	(Dibromoacetic Acid)	21/Jun/17	2 <MDL	ug/L	N
November 20, 2015	(Dichloroacetic Acid)	21/Jun/17	7.8	ug/L	N
November 20, 2015	(Trichloroacetic Acid)	21/Jun/17	5.3 <MDL	ug/L	N
November 20, 2015	Total Haloacetic Acids	20/Sep/17	10	ug/L	N
November 20, 2015	(Bromoacetic Acid)	20/Sep/17	2.9 <MDL	ug/L	N
November 20, 2015	(Chloroacetic Acid)	20/Sep/17	4.7 <MDL	ug/L	N
November 20, 2015	(Dibromoacetic Acid)	20/Sep/17	2 <MDL	ug/L	N
November 20, 2015	(Dichloroacetic Acid)	20/Sep/17	4.5	ug/L	N
November 20, 2015	(Trichloroacetic Acid)	20/Sep/17	5.5	ug/L	N
September 21, 2017	Total Haloacetic Acids	13/Dec/17	5.3 <MDL	ug/L	N
September 21, 2017	(Bromoacetic Acid)	13/Dec/17	2.9 <MDL	ug/L	N
September 21, 2017	(Chloroacetic Acid)	13/Dec/17	4.7 <MDL	ug/L	N
September 21, 2017	(Dibromoacetic Acid)	13/Dec/17	2 <MDL	ug/L	N
September 21, 2017	(Dichloroacetic Acid)	13/Dec/17	4.8	ug/L	N
September 21, 2017	(Trichloroacetic Acid)	13/Dec/17	5.3 <MDL	ug/L	N
November 20, 2015	Trihalomethanes (total)	28/Mar/17	23	ug/L	N
November 20, 2015	(bromodichloromethane)	28/Mar/17	5.8	ug/L	N
November 20, 2015	(bromoform)	28/Mar/17	0.34 <MDL	ug/L	N
November 20, 2015	(chloroform)	28/Mar/17	15	ug/L	N
November 20, 2015	(dibromochloromethane)	28/Mar/17	1.6	ug/L	N
November 20, 2015	Trihalomethanes (total)	21/Jun/17	33	ug/L	N
November 20, 2015	(bromodichloromethane)	21/Jun/17	8.8	ug/L	N
November 20, 2015	(bromoform)	21/Jun/17	0.34 <MDL	ug/L	N
November 20, 2015	(chloroform)	21/Jun/17	21	ug/L	N
November 20, 2015	(dibromochloromethane)	21/Jun/17	3.5	ug/L	N
November 20, 2015	Trihalomethanes (total)	20/Sep/17	33	ug/L	N
November 20, 2015	(bromodichloromethane)	20/Sep/17	9	ug/L	N
November 20, 2015	(bromoform)	20/Sep/17	0.34 <MDL	ug/L	N
November 20, 2015	(chloroform)	20/Sep/17	21	ug/L	N
November 20, 2015	(dibromochloromethane)	20/Sep/17	3.6	ug/L	N
September 21, 2017	Trihalomethanes (total)	13/Dec/17	20	ug/L	N
September 21, 2017	(bromodichloromethane)	13/Dec/17	6.6	ug/L	N
September 21, 2017	(bromoform)	13/Dec/17	0.34 <MDL	ug/L	N
September 21, 2017	(chloroform)	13/Dec/17	10	ug/L	N
September 21, 2017	(dibromochloromethane)	13/Dec/17	3.2	ug/L	N



SITE: 4318 Colonel Talbot Rd. - Treated Distribution

b) ORGANIC PARAMETERS (THM & HAA)

Date of Municipal Drinking Water Licence	Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
November 20, 2015	Total Haloacetic Acids	21/Jun/17	17.7	ug/L	N
November 20, 2015	(Bromoacetic Acid)	21/Jun/17	2.9 <MDL	ug/L	N
November 20, 2015	(Chloroacetic Acid)	21/Jun/17	4.7 <MDL	ug/L	N
November 20, 2015	(Dibromoacetic Acid)	21/Jun/17	2 <MDL	ug/L	N
November 20, 2015	(Dichloroacetic Acid)	21/Jun/17	11.8	ug/L	N
November 20, 2015	(Trichloroacetic Acid)	21/Jun/17	5.9	ug/L	N
November 20, 2015	Total Haloacetic Acids	20/Sep/17	14.2	ug/L	N
November 20, 2015	(Bromoacetic Acid)	20/Sep/17	2.9 <MDL	ug/L	N
November 20, 2015	(Chloroacetic Acid)	20/Sep/17	4.7 <MDL	ug/L	N
November 20, 2015	(Dibromoacetic Acid)	20/Sep/17	2 <MDL	ug/L	N
November 20, 2015	(Dichloroacetic Acid)	20/Sep/17	6.2	ug/L	N
November 20, 2015	(Trichloroacetic Acid)	20/Sep/17	8	ug/L	N
September 21, 2017	Total Haloacetic Acids	13/Dec/17	18.1	ug/L	N
September 21, 2017	(Bromoacetic Acid)	13/Dec/17	2.9 <MDL	ug/L	N
September 21, 2017	(Chloroacetic Acid)	13/Dec/17	4.7 <MDL	ug/L	N
September 21, 2017	(Dibromoacetic Acid)	13/Dec/17	2 <MDL	ug/L	N
September 21, 2017	(Dichloroacetic Acid)	13/Dec/17	12.6	ug/L	N
September 21, 2017	(Trichloroacetic Acid)	13/Dec/17	5.5	ug/L	N
November 20, 2015	Trihalomethanes (total)	28/Mar/17	27	ug/L	N
November 20, 2015	(bromodichloromethane)	28/Mar/17	6.6	ug/L	N
November 20, 2015	(bromoform)	28/Mar/17	0.34 <MDL	ug/L	N
November 20, 2015	(chloroform)	28/Mar/17	18	ug/L	N
November 20, 2015	(dibromochloromethane)	28/Mar/17	2	ug/L	N
November 20, 2015	Trihalomethanes (total)	21/Jun/17	45	ug/L	N
November 20, 2015	(bromodichloromethane)	21/Jun/17	11	ug/L	N
November 20, 2015	(bromoform)	21/Jun/17	0.34 <MDL	ug/L	N
November 20, 2015	(chloroform)	21/Jun/17	30	ug/L	N
November 20, 2015	(dibromochloromethane)	21/Jun/17	4	ug/L	N
November 20, 2015	Trihalomethanes (total)	20/Sep/17	56	ug/L	N
November 20, 2015	(bromodichloromethane)	20/Sep/17	13	ug/L	N
November 20, 2015	(bromoform)	20/Sep/17	0.38	ug/L	N
November 20, 2015	(chloroform)	20/Sep/17	37	ug/L	N
November 20, 2015	(dibromochloromethane)	20/Sep/17	5.1	ug/L	N
September 21, 2017	Trihalomethanes (total)	13/Dec/17	32	ug/L	N
September 21, 2017	(bromodichloromethane)	13/Dec/17	9.4	ug/L	N
September 21, 2017	(bromoform)	13/Dec/17	0.34 <MDL	ug/L	N
September 21, 2017	(chloroform)	13/Dec/17	20	ug/L	N
September 21, 2017	(dibromochloromethane)	13/Dec/17	3.3	ug/L	N



List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

None.

2017 Summary of Water Pumpage



London
CANADA

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m ³ / day	318,000 m ³ / day	413,800 m ³ / day
Sunday	1/Jan/17	19,190	95,978	102,992
Monday	2/Jan/17	19,156	91,216	111,049
Tuesday	3/Jan/17	24,184	90,707	112,862
Wednesday	4/Jan/17	24,189	86,840	118,695
Thursday	5/Jan/17	24,296	91,253	121,862
Friday	6/Jan/17	24,231	100,694	117,259
Saturday	7/Jan/17	24,220	91,802	118,953
Sunday	8/Jan/17	24,135	95,643	123,386
Monday	9/Jan/17	24,243	99,582	119,090
Tuesday	10/Jan/17	24,193	91,201	118,325
Wednesday	11/Jan/17	24,212	94,831	121,749
Thursday	12/Jan/17	24,351	99,305	120,950
Friday	13/Jan/17	24,301	100,176	119,291
Saturday	14/Jan/17	24,221	95,395	118,714
Sunday	15/Jan/17	24,236	95,913	126,012
Monday	16/Jan/17	24,301	100,176	118,614
Tuesday	17/Jan/17	24,212	94,799	116,982
Wednesday	18/Jan/17	24,202	95,679	118,979
Thursday	19/Jan/17	10,209	104,785	118,602
Friday	20/Jan/17	24,204	94,098	112,214
Saturday	21/Jan/17	24,262	90,662	116,276
Sunday	22/Jan/17	24,240	96,166	122,887
Monday	23/Jan/17	24,083	97,419	115,414
Tuesday	24/Jan/17	24,876	86,927	120,792
Wednesday	25/Jan/17	24,321	95,618	117,038
Thursday	26/Jan/17	24,215	90,891	118,488
Friday	27/Jan/17	24,237	95,682	116,537
Saturday	28/Jan/17	24,230	91,665	116,571
Sunday	29/Jan/17	24,251	100,908	126,287
Monday	30/Jan/17	24,260	101,141	126,077
Tuesday	31/Jan/17	0	118,811	118,360
January 2017 Monthly Max		24,876	118,811	126,287
January 2017 Monthly Average		22,809	96,000	118,944
January 2017 Total		684,271	2,879,985	3,568,315

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m ³ / day	318,000 m ³ / day	413,800 m ³ / day
Wednesday	1/Feb/17	24,242	95,969	119,835
Thursday	2/Feb/17	24,252	95,878	121,634
Friday	3/Feb/17	24,267	89,396	112,310
Saturday	4/Feb/17	24,288	100,875	123,810
Sunday	5/Feb/17	24,247	101,007	123,675
Monday	6/Feb/17	24,206	95,884	117,610
Tuesday	7/Feb/17	24,273	93,823	121,253
Wednesday	8/Feb/17	24,186	93,007	115,840
Thursday	9/Feb/17	24,223	91,143	119,876
Friday	10/Feb/17	24,215	95,943	114,070
Saturday	11/Feb/17	24,299	95,267	117,085
Sunday	12/Feb/17	24,386	91,822	122,296
Monday	13/Feb/17	24,221	104,780	120,884
Tuesday	14/Feb/17	22,820	64,728	116,832
Wednesday	15/Feb/17	56,609	35,384	112,061
Thursday	16/Feb/17	45,174	116,003	125,805
Friday	17/Feb/17	24,254	100,048	113,253
Saturday	18/Feb/17	24,209	89,702	113,460
Sunday	19/Feb/17	24,209	87,276	111,034
Monday	20/Feb/17	24,226	83,015	116,486
Tuesday	21/Feb/17	24,112	91,749	113,832
Wednesday	22/Feb/17	24,226	91,761	115,085
Thursday	23/Feb/17	24,214	91,336	114,197
Friday	24/Feb/17	24,218	87,024	110,340
Saturday	25/Feb/17	24,202	86,130	114,616
Sunday	26/Feb/17	24,276	91,478	121,166
Monday	27/Feb/17	24,254	98,997	116,712
Tuesday	28/Feb/17	18,202	99,486	116,335
February 2017 Monthly Max		56,609	116,003	125,805
February 2017 Monthly Max		25,875	91,390	117,193
February 2017 Total		724,510	2,558,911	3,281,392

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m³ / day	318,000 m³ / day	413,800 m³ / day
Wednesday	1/Mar/17	24,212	93,637	119,878
Thursday	2/Mar/17	18,057	93,357	118,630
Friday	3/Mar/17	24,061	94,859	115,988
Saturday	4/Mar/17	24,235	95,776	117,982
Sunday	5/Mar/17	24,279	95,735	123,171
Monday	6/Mar/17	24,226	99,142	117,505
Tuesday	7/Mar/17	24,270	104,540	125,879
Wednesday	8/Mar/17	0	107,441	111,725
Thursday	9/Mar/17	0	118,771	118,320
Friday	10/Mar/17	24,204	91,713	115,692
Saturday	11/Mar/17	24,375	93,714	114,030
Sunday	12/Mar/17	24,140	91,889	117,382
Monday	13/Mar/17	24,114	95,440	115,270
Tuesday	14/Mar/17	24,119	91,567	116,813
Wednesday	15/Mar/17	24,126	83,689	117,736
Thursday	16/Mar/17	23,554	94,592	116,117
Friday	17/Mar/17	24,051	86,556	111,283
Saturday	18/Mar/17	24,171	85,021	113,677
Sunday	19/Mar/17	24,219	108,749	126,680
Monday	20/Mar/17	0	119,324	122,029
Tuesday	21/Mar/17	10,135	117,482	121,980
Wednesday	22/Mar/17	10,086	111,808	120,090
Thursday	23/Mar/17	24,128	97,701	120,702
Friday	24/Mar/17	10,087	100,612	114,081
Saturday	25/Mar/17	24,146	91,239	116,287
Sunday	26/Mar/17	24,132	100,236	122,113
Monday	27/Mar/17	24,116	95,648	117,735
Tuesday	28/Mar/17	24,122	93,300	120,128
Wednesday	29/Mar/17	24,101	93,523	119,428
Thursday	30/Mar/17	24,122	79,851	117,276
Friday	31/Mar/17	24,140	97,549	115,601
March 2017 Monthly Max		24,375	119,324	126,680
March 2017 Monthly Average		20,249	97,563	118,103
March 2017 Total		627,728	3,024,461	3,661,208

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m³ / day	318,000 m³ / day	413,800 m³ / day
Saturday	1/Apr/17	23,751	100,273	115,681
Sunday	2/Apr/17	24,160	95,910	124,129
Monday	3/Apr/17	24,154	99,846	118,137
Tuesday	4/Apr/17	24,132	94,609	117,614
Wednesday	5/Apr/17	24,118	92,297	115,062
Thursday	6/Apr/17	19,112	91,672	117,323
Friday	7/Apr/17	24,167	90,654	113,017
Saturday	8/Apr/17	24,149	91,948	116,774
Sunday	9/Apr/17	24,051	100,132	123,055
Monday	10/Apr/17	24,149	100,646	117,835
Tuesday	11/Apr/17	24,146	91,783	119,762
Wednesday	12/Apr/17	24,120	90,878	118,831
Thursday	13/Apr/17	24,134	104,699	114,622
Friday	14/Apr/17	24,113	100,726	117,722
Saturday	15/Apr/17	24,115	91,476	114,399
Sunday	16/Apr/17	24,106	81,747	114,457
Monday	17/Apr/17	24,122	91,731	123,526
Tuesday	18/Apr/17	24,140	105,053	121,520
Wednesday	19/Apr/17	23,691	95,714	120,584
Thursday	20/Apr/17	19,105	100,171	118,982
Friday	21/Apr/17	24,109	87,721	114,779
Saturday	22/Apr/17	24,155	91,481	118,586
Sunday	23/Apr/17	24,156	95,403	125,141
Monday	24/Apr/17	24,144	99,852	123,703
Tuesday	25/Apr/17	24,146	101,089	120,536
Wednesday	26/Apr/17	24,057	99,777	125,012
Thursday	27/Apr/17	24,150	100,769	123,741
Friday	28/Apr/17	24,136	94,140	118,571
Saturday	29/Apr/17	24,164	94,911	116,715
Sunday	30/Apr/17	24,169	96,419	120,883
April 2017 Monthly Max		24,169	105,053	125,141
April 2017 Monthly Average		23,771	95,784	119,023
April 2017 Total		713,121	2,873,527	3,570,699

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m ³ / day	318,000 m ³ / day	413,800 m ³ / day
Monday	1/May/17	24,114	95,500	117,844
Tuesday	2/May/17	24,112	95,187	118,414
Wednesday	3/May/17	24,113	95,460	118,983
Thursday	4/May/17	24,124	95,072	116,247
Friday	5/May/17	24,101	86,567	111,553
Saturday	6/May/17	24,119	87,340	112,638
Sunday	7/May/17	24,134	91,889	121,923
Monday	8/May/17	24,123	100,519	118,447
Tuesday	9/May/17	24,112	102,430	123,883
Wednesday	10/May/17	0	114,628	121,712
Thursday	11/May/17	24,118	93,773	121,133
Friday	12/May/17	24,137	99,564	120,459
Saturday	13/May/17	21,247	99,581	123,776
Sunday	14/May/17	24,143	105,153	123,693
Monday	15/May/17	24,121	97,156	128,054
Tuesday	16/May/17	18,124	104,610	126,548
Wednesday	17/May/17	24,049	114,120	134,648
Thursday	18/May/17	24,048	113,514	136,682
Friday	19/May/17	24,032	104,715	122,852
Saturday	20/May/17	24,114	99,280	121,919
Sunday	21/May/17	24,116	97,431	113,255
Monday	22/May/17	24,127	93,464	131,488
Tuesday	23/May/17	0	133,084	135,729
Wednesday	24/May/17	0	136,595	130,410
Thursday	25/May/17	0	135,417	123,281
Friday	26/May/17	0	117,012	114,632
Saturday	27/May/17	0	120,343	126,875
Sunday	28/May/17	0	129,818	137,212
Monday	29/May/17	14,473	119,770	135,423
Tuesday	30/May/17	9,891	124,214	136,170
Wednesday	31/May/17	16,432	127,244	138,366
May 2017 Monthly Max		24,143	136,595	138,366
May 2017 Monthly Average		17,362	107,434	124,653
May 2017 Total		538,224	3,330,450	3,864,249

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m³ / day	318,000 m³ / day	413,800 m³ / day
Thursday	1/Jun/17	28,436	108,518	137,249
Friday	2/Jun/17	26,304	104,752	137,546
Saturday	3/Jun/17	23,536	114,067	137,898
Sunday	4/Jun/17	26,089	106,724	138,094
Monday	5/Jun/17	26,876	104,882	130,878
Tuesday	6/Jun/17	26,135	118,980	131,568
Wednesday	7/Jun/17	26,119	105,105	140,075
Thursday	8/Jun/17	25,800	108,566	144,921
Friday	9/Jun/17	26,123	122,866	144,597
Saturday	10/Jun/17	26,722	127,110	150,898
Sunday	11/Jun/17	26,274	131,051	162,312
Monday	12/Jun/17	25,885	141,417	163,782
Tuesday	13/Jun/17	26,148	145,690	161,832
Wednesday	14/Jun/17	26,268	141,198	160,662
Thursday	15/Jun/17	12,912	136,257	153,319
Friday	16/Jun/17	27,000	127,865	158,994
Saturday	17/Jun/17	26,897	127,278	141,744
Sunday	18/Jun/17	27,565	113,578	141,439
Monday	19/Jun/17	26,119	113,219	138,152
Tuesday	20/Jun/17	26,060	111,565	136,135
Wednesday	21/Jun/17	26,217	105,684	141,696
Thursday	22/Jun/17	26,056	113,585	141,413
Friday	23/Jun/17	26,163	104,814	128,908
Saturday	24/Jun/17	26,040	110,007	125,953
Sunday	25/Jun/17	26,119	95,828	130,855
Monday	26/Jun/17	27,637	104,736	133,263
Tuesday	27/Jun/17	19,983	91,311	128,368
Wednesday	28/Jun/17	26,356	117,499	139,160
Thursday	29/Jun/17	26,096	113,577	136,148
Friday	30/Jun/17	26,484	109,331	134,045
June 2017 Monthly Max		28,436	145,690	163,782
June 2017 Monthly Average		25,681	115,902	141,730
June 2017 Total		770,419	3,477,060	4,251,904

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m³ / day	318,000 m³ / day	413,800 m³ / day
Saturday	1/Jul/17	26,380	105,523	126,594
Sunday	2/Jul/17	26,185	105,109	132,768
Monday	3/Jul/17	26,841	109,465	144,556
Tuesday	4/Jul/17	22,779	127,035	150,694
Wednesday	5/Jul/17	29,313	132,309	166,610
Thursday	6/Jul/17	23,326	144,455	152,779
Friday	7/Jul/17	25,985	119,406	134,421
Saturday	8/Jul/17	27,002	101,001	131,565
Sunday	9/Jul/17	26,043	104,262	139,187
Monday	10/Jul/17	26,917	105,257	134,829
Tuesday	11/Jul/17	19,837	105,511	144,938
Wednesday	12/Jul/17	32,918	109,199	145,727
Thursday	13/Jul/17	29,318	122,892	136,362
Friday	14/Jul/17	26,832	113,687	141,986
Saturday	15/Jul/17	26,539	118,149	141,168
Sunday	16/Jul/17	26,661	117,491	143,272
Monday	17/Jul/17	26,295	122,295	144,761
Tuesday	18/Jul/17	26,117	123,760	153,706
Wednesday	19/Jul/17	26,284	126,165	153,329
Thursday	20/Jul/17	26,110	134,219	153,555
Friday	21/Jul/17	26,064	131,552	152,893
Saturday	22/Jul/17	26,034	116,212	130,362
Sunday	23/Jul/17	26,070	109,467	145,642
Monday	24/Jul/17	16,366	112,687	141,742
Tuesday	25/Jul/17	18,199	126,833	155,867
Wednesday	26/Jul/17	34,938	109,230	152,611
Thursday	27/Jul/17	26,876	131,977	155,662
Friday	28/Jul/17	26,105	133,249	148,548
Saturday	29/Jul/17	27,561	132,178	160,512
Sunday	30/Jul/17	26,839	141,419	158,377
Monday	31/Jul/17	26,247	147,090	170,682
July 2017 Monthly Max		34,938	147,090	170,682
July 2017 Monthly Average		26,096	120,616	146,636
July 2017 Total		808,981	3,739,084	4,545,705

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m³ / day	318,000 m³ / day	413,800 m³ / day
Tuesday	1/Aug/17	19,295	140,266	164,869
Wednesday	2/Aug/17	26,216	142,362	160,911
Thursday	3/Aug/17	11,572	146,327	149,008
Friday	4/Aug/17	22,089	91,636	126,155
Saturday	5/Aug/17	26,053	114,547	130,543
Sunday	6/Aug/17	26,090	104,774	132,940
Monday	7/Aug/17	26,320	105,473	142,724
Tuesday	8/Aug/17	27,435	114,336	151,749
Wednesday	9/Aug/17	26,100	129,021	158,039
Thursday	10/Aug/17	20,584	124,067	154,546
Friday	11/Aug/17	25,600	132,892	138,053
Saturday	12/Aug/17	26,058	118,946	140,292
Sunday	13/Aug/17	26,051	118,130	152,413
Monday	14/Aug/17	26,048	132,437	157,019
Tuesday	15/Aug/17	26,262	139,168	153,650
Wednesday	16/Aug/17	26,060	126,470	159,314
Thursday	17/Aug/17	26,052	118,691	140,908
Friday	18/Aug/17	26,303	123,541	137,999
Saturday	19/Aug/17	26,942	106,760	131,618
Sunday	20/Aug/17	27,190	104,624	152,227
Monday	21/Aug/17	26,078	123,532	152,837
Tuesday	22/Aug/17	26,669	114,354	139,262
Wednesday	23/Aug/17	26,042	118,861	143,143
Thursday	24/Aug/17	26,037	118,267	139,294
Friday	25/Aug/17	26,474	113,609	140,673
Saturday	26/Aug/17	26,236	113,372	143,148
Sunday	27/Aug/17	26,029	122,355	147,184
Monday	28/Aug/17	26,260	118,036	142,546
Tuesday	29/Aug/17	26,198	120,255	143,208
Wednesday	30/Aug/17	26,075	115,283	146,668
Thursday	31/Aug/17	22,131	118,283	143,353
August 2017 Monthly Max		27,435	146,327	164,869
August 2017 Monthly Average		25,114	120,344	145,687
August 2017 Total		778,549	3,730,675	4,516,293

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m³ / day	318,000 m³ / day	413,800 m³ / day
Friday	1/Sep/17	22,481	118,950	140,844
Saturday	2/Sep/17	22,724	113,986	131,998
Sunday	3/Sep/17	23,320	113,224	127,973
Monday	4/Sep/17	23,520	117,987	142,991
Tuesday	5/Sep/17	24,230	118,315	135,426
Wednesday	6/Sep/17	22,513	109,139	141,434
Thursday	7/Sep/17	16,007	113,492	130,678
Friday	8/Sep/17	12,948	113,728	128,741
Saturday	9/Sep/17	21,714	113,521	132,580
Sunday	10/Sep/17	23,057	118,658	143,190
Monday	11/Sep/17	14,674	119,338	135,782
Tuesday	12/Sep/17	25,099	113,792	140,661
Wednesday	13/Sep/17	25,880	113,945	144,824
Thursday	14/Sep/17	27,046	119,756	144,455
Friday	15/Sep/17	21,914	106,290	138,752
Saturday	16/Sep/17	21,106	126,448	141,406
Sunday	17/Sep/17	21,074	130,651	149,378
Monday	18/Sep/17	22,465	127,491	145,546
Tuesday	19/Sep/17	21,504	117,327	139,716
Wednesday	20/Sep/17	20,594	121,748	147,041
Thursday	21/Sep/17	19,557	131,905	151,169
Friday	22/Sep/17	19,339	136,539	148,817
Saturday	23/Sep/17	21,035	130,780	151,225
Sunday	24/Sep/17	21,836	135,632	163,652
Monday	25/Sep/17	21,771	139,057	156,119
Tuesday	26/Sep/17	21,491	139,967	158,803
Wednesday	27/Sep/17	18,133	140,946	151,387
Thursday	28/Sep/17	23,410	105,795	138,962
Friday	29/Sep/17	23,799	110,613	127,621
Saturday	30/Sep/17	18,873	108,599	130,723
September 2017 Monthly Max		27,046	140,946	163,652
September 2017 Monthly Average		21,437	120,921	142,063
September 2017 Total		643,114	3,627,619	4,261,894

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m ³ / day	318,000 m ³ / day	413,800 m ³ / day
Sunday	1/Oct/17	18,707	113,331	141,170
Monday	2/Oct/17	18,893	117,997	138,944
Tuesday	3/Oct/17	18,361	126,484	140,737
Wednesday	4/Oct/17	21,666	126,283	140,576
Thursday	5/Oct/17	20,827	113,571	141,183
Friday	6/Oct/17	19,101	117,826	131,617
Saturday	7/Oct/17	19,741	107,985	127,136
Sunday	8/Oct/17	20,769	100,194	120,078
Monday	9/Oct/17	19,991	109,113	129,989
Tuesday	10/Oct/17	20,672	108,390	129,357
Wednesday	11/Oct/17	22,142	104,378	125,635
Thursday	12/Oct/17	22,207	99,386	128,083
Friday	13/Oct/17	22,453	99,131	120,109
Saturday	14/Oct/17	22,711	104,411	120,043
Sunday	15/Oct/17	22,746	100,234	128,879
Monday	16/Oct/17	22,585	105,072	126,772
Tuesday	17/Oct/17	22,356	103,204	127,920
Wednesday	18/Oct/17	18,664	109,051	129,483
Thursday	19/Oct/17	15,953	112,838	129,672
Friday	20/Oct/17	16,881	117,604	125,642
Saturday	21/Oct/17	16,872	113,446	126,468
Sunday	22/Oct/17	26,272	118,332	142,824
Monday	23/Oct/17	32,777	83,151	112,369
Tuesday	24/Oct/17	44,817	27,668	121,658
Wednesday	25/Oct/17	31,625	126,862	138,766
Thursday	26/Oct/17	19,446	117,486	124,631
Friday	27/Oct/17	23,333	113,034	126,335
Saturday	28/Oct/17	19,984	95,574	118,807
Sunday	29/Oct/17	19,946	104,438	127,629
Monday	30/Oct/17	19,876	103,573	123,449
Tuesday	31/Oct/17	20,240	104,887	119,818
October 2017 Monthly Max		44,817	126,862	142,824
October 2017 Monthly Average		22,020	106,611	128,574
October 2017 Total		682,614	3,304,934	3,985,779

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m³ / day	318,000 m³ / day	413,800 m³ / day
Wednesday	1/Nov/17	21,107	94,331	122,812
Thursday	2/Nov/17	21,159	104,009	122,808
Friday	3/Nov/17	21,162	100,193	118,405
Saturday	4/Nov/17	21,187	106,293	120,671
Sunday	5/Nov/17	21,665	95,825	125,479
Monday	6/Nov/17	21,137	105,112	120,633
Tuesday	7/Nov/17	21,333	99,425	120,165
Wednesday	8/Nov/17	22,945	81,858	121,603
Thursday	9/Nov/17	23,186	99,749	122,058
Friday	10/Nov/17	24,311	98,749	121,863
Saturday	11/Nov/17	23,339	98,403	120,589
Sunday	12/Nov/17	23,162	113,327	127,945
Monday	13/Nov/17	23,027	99,926	124,428
Tuesday	14/Nov/17	23,409	104,940	124,218
Wednesday	15/Nov/17	23,622	103,082	123,738
Thursday	16/Nov/17	23,701	64,530	111,770
Friday	17/Nov/17	36,085	109,420	126,996
Saturday	18/Nov/17	22,946	94,328	118,456
Sunday	19/Nov/17	22,649	104,871	126,046
Monday	20/Nov/17	22,678	104,249	122,189
Tuesday	21/Nov/17	21,621	100,091	122,602
Wednesday	22/Nov/17	22,617	94,970	124,384
Thursday	23/Nov/17	22,459	97,731	122,845
Friday	24/Nov/17	22,519	99,955	117,754
Saturday	25/Nov/17	22,619	100,281	119,354
Sunday	26/Nov/17	22,564	96,052	124,817
Monday	27/Nov/17	22,491	99,945	121,256
Tuesday	28/Nov/17	22,578	99,771	122,644
Wednesday	29/Nov/17	21,801	99,044	125,270
Thursday	30/Nov/17	21,996	108,030	125,306
November 2017 Monthly Max		36,085	113,327	127,945
November 2017 Monthly Average		22,903	99,283	122,303
November 2017 Total		687,075	2,978,490	3,669,104

DAY	DATE	ELGIN PUMPAGE (m ³)	ARVA PUMPAGE (m ³)	TOTAL LONDON CONSUMPTION (m ³)
Rated Capacity	-	95,800 m³ / day	318,000 m³ / day	413,800 m³ / day
Friday	1/Dec/17	22,002	99,605	122,197
Saturday	2/Dec/17	18,678	95,781	115,639
Sunday	3/Dec/17	21,837	98,679	123,466
Monday	4/Dec/17	20,607	106,220	121,812
Tuesday	5/Dec/17	18,884	99,044	124,998
Wednesday	6/Dec/17	14,830	109,625	125,052
Thursday	7/Dec/17	17,242	113,127	129,479
Friday	8/Dec/17	17,208	113,077	124,393
Saturday	9/Dec/17	17,523	108,642	123,216
Sunday	10/Dec/17	17,065	104,101	130,007
Monday	11/Dec/17	16,777	115,745	126,335
Tuesday	12/Dec/17	17,378	88,765	126,666
Wednesday	13/Dec/17	22,367	102,098	129,407
Thursday	14/Dec/17	26,045	106,488	129,185
Friday	15/Dec/17	21,249	103,405	123,752
Saturday	16/Dec/17	17,925	106,248	119,438
Sunday	17/Dec/17	18,639	107,108	128,227
Monday	18/Dec/17	18,788	105,321	120,727
Tuesday	19/Dec/17	19,316	103,067	124,863
Wednesday	20/Dec/17	11,573	94,617	121,974
Thursday	21/Dec/17	19,491	129,474	122,103
Friday	22/Dec/17	18,005	86,540	113,594
Saturday	23/Dec/17	15,685	96,068	116,037
Sunday	24/Dec/17	15,747	99,914	115,886
Monday	25/Dec/17	15,922	99,058	108,441
Tuesday	26/Dec/17	17,273	99,606	113,272
Wednesday	27/Dec/17	22,861	98,956	113,474
Thursday	28/Dec/17	22,210	90,829	122,509
Friday	29/Dec/17	16,896	94,547	113,472
Saturday	30/Dec/17	16,948	99,192	114,337
Sunday	31/Dec/17	15,802	95,271	114,229
December 2017 Monthly Max		26,045	129,474	130,007
December 2017 Monthly Average		18,477	102,265	121,232
December 2017 Total		572,773	3,170,218	3,758,187

2017 Annual Report – EMPS London



London
CANADA



Drinking-Water System Number:	260004917
Drinking-Water System Name:	Elgin Middlesex Pumping Station – City of London Distribution System
Drinking-Water System Owner:	City of London
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	January 1, 2017 through December 31, 2017

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [X] No []</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px;"> <p>City of London 300 Dufferin Ave London, ON N6B 1Z2 www.london.ca</p> <p>Elgin Area Primary Water Supply System Treatment Plant 43665 Dexter Line, Union, ON</p> </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served: N/A</p> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to: N/A</p> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>
---	---

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Systems that receive their drinking water directly from the London EMPS:

Drinking Water System Name	Drinking Water System Number
City of London Distribution System	260004917

Systems that receive their drinking water indirectly from the London EMPS:

Drinking Water System Name	Drinking Water System Number
Municipality of Central Elgin	260004761



Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes No

Indicate how you notified system users that your annual report is available, and is free of charge.

- Public access/notice via the web
- Public access/notice via Government Office
- Public access/notice via a newspaper
- Public access/notice via Public Request
- Public access/notice via a Public Library
- Public access/notice via other method _____

Describe your Drinking-Water System

The Elgin Middlesex Pumping Station (EMPS) receives water from the Elgin Area Primary Water Supply System, which is located to the east of Port Stanley. Through various secondary water supply systems, the EMPS serves the Cities of London, St. Thomas, Town of Aylmer, Municipalities of Central Elgin, Malahide and Southwold.

The EMPS is a shared facility encompassing a twin celled reservoir with a total capacity of 54,600m³. Booster pumps are dedicated to directing water to the City of London, St. Thomas Secondary and/or Aylmer Area Secondary Water Supply Systems. The EMPS houses a surge facility to service the London transmission main.

Three pipelines exit the EMPS: one pipeline runs North along Highbury Avenue into the Southeast Reservoir Pumping Station (SERPS) to service the London distribution system, the second exits to the south of the EMPS property and extends West to service the St. Thomas Area Secondary Water Supply System; the third exits to the South, to Highway 3 and then runs in an Easterly direction to service the municipalities on the Aylmer Area

List all water treatment chemicals used over this reporting period

No re-treatment of water destined for London took place at the EMPS in 2017.

Were any significant expenses incurred to?

- Install required equipment
- Repair required equipment
- Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

- Pumps 4 & 5 replacement
- Roof repairs
- Transformer repair
- All related pump electrical systems replaced
- Surge building sump pumps replacement
- Oil separator system for air compressors
- Pump and surge systems PLC and SCADA upgrade
- Discharge pressure transmitter replacement

Notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
N/A	N/A	N/A	N/A	N/A	N/A

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of E.Coli Results (CFU/100 mL) (min #)-(max #)	Range of Total Coliform Results (CFU/100 mL) (min #)-(max #)	Number of Heterotrophic Plate Count (HPC) Samples	Range of HPC Results (CFU/1 mL) (min #)-(max #)
Distribution	52	(0) – (0)	(0) – (0)	52	(<10) – (1260)

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

Parameter	Number of Grab Samples (Continuous Monitoring)	Min	Max	Avg
Free Chlorine Residual (mg/L)	8760	0.59	1.94	0.91

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
THM (NOTE: result value is based on one sample)	January 10, 2017 April 11, 2017 July 4, 2017 October 17, 2017	12 16 24 30	µg/L µg/L µg/L µg/L	NO
THM Running Annual Average (RAA)	2017	20.5	µg/L	NO
HAA (NOTE: result value is based on one sample)	January 24, 2017 April 11, 2017 July 4, 2017 October 17, 2017	ND ND 5.6 7.4	µg/L µg/L µg/L µg/L	NO
HAA Running Annual Average (RAA)	2017	3.3	µg/L	NO

ND = Non-detect

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG. MANAGING DIRECTOR OF ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	COLONEL TALBOT PUMPING STATION CONSULTING FEE INCREASE

RECOMMENDATION

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the design and contract administration for the Colonel Talbot Pumping Station (PS):

- (a) the value of the total detailed design and contract administration fees for Stantec Consulting Ltd., **BE INCREASED** by \$487,082.20 to \$1,359,550.60, including contingency, excluding HST to cover additional efforts required as a result of additional work scope required, as per Procurement of Goods and Services Policy Clause 20.3e;
- (b) The Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this project;
- (c) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix "A";

2015-19 STRATEGIC PLAN

This project supports the City of London Strategic Plan: Building a Sustainable Infrastructure by constructing robust infrastructure, enabling responsible growth and protecting our heritage resources.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CWC Report of 2015-12-01, Appointment of Consultant for Environmental Assessment, Design and Contract Administration for the Colonel Talbot Pumping Station & Sanitary Servicing Works.

Southwest Area Sanitary Servicing Master Plan:
<http://www.london.ca/residents/Environment/EAs/Pages/SW-Area-Sanitary-Servicing-Master-Plan.aspx>

BACKGROUND

Purpose

To seek Council approval to increase the value of the detailed design assignment for Stantec Consulting Ltd. (Stantec) in consideration of additional work scope required as a result of findings during the Municipal Class Environmental Assessment and coordination with other Divisions within the City.

Context

In 2014, the City completed the Southwest Area Sanitary Servicing Master Plan (Master Plan) which developed a sanitary servicing strategy for the Lambeth, North Lambeth, North Talbot and Bostwick neighbourhoods, as defined by the Southwest Area Plan (SWAP). The Master Plan considered alternatives for the sanitary servicing strategy for growth within the study area. The Master Plan recommended the construction of a new pumping station, forcemain and a trunk sewer to provide servicing for portions of southwest London. Ultimately, this station can send wastewater to either the Oxford WWTP or Greenway WWTP. The ability to switch flows between treatment plants will allow sewer operations staff to optimize the use of existing treatment plant capacity, thereby postponing the need for treatment plant expansions.

The contract for engineering services for this project was approved by Council for award to Stantec at a price of \$872,468.40 (including contingency) on December 8, 2015. The first construction contract under this project was tendered and closed on January 17, 2018, with three more construction projects to be tendered by April 2018.

DISCUSSION

The original scope of engineering services awarded in 2015 was based on the preliminary work completed in the Southwest Area Sanitary Servicing Master Plan. As part of the 2015 assignment, a more detailed environmental assessment was completed for the Colonel Talbot Pumping Station and forcemain component of the master plan. The Municipal Class Environmental Assessment (Class EA) for the Colonel Talbot Pumping Station considered the overall servicing strategy included in the master plan and developed specific alternatives for the proposed Colonel Talbot Pumping Station. These alternatives included different pumping station locations and forcemain alignments. During this EA process, it became apparent that the high-level concept for the pumping station presented in the Master Plan needed significant changes in order to better coordinate with other work in the area, to minimize the impacts to residents, and to maximize the opportunity to provide servicing to future developable lands.

The most significant change suggested in the Colonel Talbot EA was the routing of new forcemains and gravity sewers along the entirety of Colonel Talbot Road to North Street and through Springbank Park. While this did solve many problems associated with the Boler Road routing proposed in the master plan, it also required additional work on the part of the consultants in order to design an additional 2 kilometers of sewer and administer the resulting construction projects. This change of route resulted in higher engineering costs, but reduced the estimated construction cost by approximately \$700,000 and avoided the social impact of major construction along Boler Road and within the Boler Road Commissioners Road intersection.

The Class EA preferred alternative also requires further additional archaeological, heritage and arboricultural studies not originally anticipated at the time of the original consultant assignment, as well as upgrades to the Southwinds Pumping Station and the provision of a pumped emergency overflow connection at Colonel Talbot Pumping Station.

Coordination with other city divisions has also lead to additional design work. This includes watermain and water service replacement along North Street, as well as new sidewalks along Colonel Talbot Road. The Consultant was required to attend multiple coordination meetings and was responsible for the preparation of, and attendance at, a public update meeting, once the scale of the construction projects became clear.

Given their knowledge and experience on the project, Stantec was requested to submit a work plan to complete the additional work required by the preferred environmental assessment option. This work plan, along with the detailed design and construction administration, also includes other tasks, such as construction supervision and site inspection, for the full project moving forward.

Staff have reviewed the fee submission in detail, considering the fees submitted under the original contract. Staff have confirmed that submitted fees are consistent with those submitted through the original competitive process. Staff also reviewed the time allocated to each project related task. Staff can confirm that the amount of time allocated to the additional project tasks is consistent with prior projects of a similar nature that have been awarded through a competitive process. In general, all of the submitted costs were found to be reasonable and a good value for the City.

To assess the value of these fees to the City in the context of the value of the works being undertaken, the total estimated value of the project from the Class EA was \$10,708,500. With this increase in fees, the total for engineering fees for Class EA, detailed design and contract administration would represent 12.78% of the total value. No new agreement will be issued as a result of these changes, rather only a change will be made to the scope of the original agreement, and the resulting increase in approved fees.

CONCLUSIONS

The Colonel Talbot Pumping Station, along with the associated sewers and forcemains, is a significant project that will provide improved performance and better operational flexibility for Wastewater Operations. In this way, it will lead to enhanced sanitary servicing to residents in southwest London and deliver good value to the City of London. The requested fee increase provides a net benefit to the City by reducing costs and improving the end product and is, therefore supported by Wastewater Operations project staff.

Acknowledgements

This report was prepared with the assistance of Kirby Oudekerk, P.Eng., Environmental Services Engineer.

PREPARED BY:	REVIEWED & CONCURRED BY:
GEORDIE GAULD DIVISION MANAGER WASTEWATER TREATMENT OPERATIONS	SCOTT MATHERS, P.ENG. DIRECTOR-WATER AND WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR OF ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER	

Attach: Appendix "A" – Sources of Financing
CC. John Freeman – City of London
Marta Semeniuk- City of London
Stantec Consulting

APPENDIX 'A'

#18023

February 21, 2018

(Consulting Fee Increase)

Chair and Members
Civic Works Committee

**RE: Colonel Talbot Pumping Station
(Subledger WW150009)
Capital Project ES2204 - Colonel Talbot Pumping Station
Stantec Consulting Ltd. - \$1,359,550.60 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCE OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Environmental and Engineering Services and City Engineer, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$638,726	\$1,134,381	\$638,726	\$495,655	\$0
Land Acquisition	637	637	637		0
Construction	5,459,278	4,963,623	1,201,113		3,762,510
City Related Expenses	1,359	1,359	1,359		0
NET ESTIMATED EXPENDITURES	<u>\$6,100,000</u>	<u>\$6,100,000</u>	<u>\$1,841,835</u>	<u>\$495,655</u>	<u>1) \$3,762,510</u>
<u>SOURCE OF FINANCING:</u>					
Debenture By-law No. W.-5593-37 (Serviced through City Services - Sewer R.F. (Development Charges)	\$6,100,000	\$6,100,000	\$1,841,835	\$495,655	\$3,762,510
TOTAL FINANCING	<u>\$6,100,000</u>	<u>\$6,100,000</u>	<u>\$1,841,835</u>	<u>\$495,655</u>	<u>\$3,762,510</u>

Financial Note:

1) Contract Price	\$1,359,550.60
Less: Amount Previously approved by Council December 8, 2015	<u>872,468.40</u>
	487,082.20
Add: HST @13%	<u>63,321.00</u>
Total Contract Price Including Taxes	550,403.20
Less: HST Rebate	<u>54,748.00</u>
Net Contract Price	<u>\$495,655.20</u>

JG

Jason Davies
Manager of Financial Planning & Policy

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P. ENG, MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	CONTRACT AWARD: TENDER NO. 17-128 DUNDAS PLACE

RECOMMENDATIONS

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the Dundas Place Project:

- (a) the bid submitted by Amico Infrastructures (Oxford) Inc., at its submitted tendered price of \$26,691,941.90 (excluding HST), for the said project **BE ACCEPTED**; it being noted that the bid submitted by Amico Infrastructures (Oxford) Inc. was the lowest of five bids received and meets the City's specifications and requirements in all areas;
- (b) Dillon Consulting Ltd., **BE AUTHORIZED** to carry out the resident inspection and construction administration of the said project in the amount of \$2,472,030 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- (c) the financing for this project **BE APPROVED** in accordance with the Sources of Financing Report attached hereto as Appendix A;
- (d) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- (e) the approval given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 17-128); and,
- (f) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents including utility agreements and reports, as required, to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Civic Works Committee – May 14, 2012 – Dundas Street Improvements, Formulating an Implementation Plan
- Civic Works Committee – August 25, 2014 – Dundas Flexible Street Scoping Study, Consulting Engineer Assignment Increase

- Planning and Environment Committee – February 2, 2015 - Our Move Forward: London’s Downtown Plan
- Civic Works Committee – February 3, 2015 – Dundas Flexible Street Scoping Study Approval
- Planning and Environment Committee – April 7, 2015 – Our Move Forward: London’s Downtown Plan
- Civic Works Committee – June 2, 2015 – Appointment of Consulting Engineer Dundas Place Environmental Assessment
- Strategic Priorities and Policy Committee – January 28, 2016 – Downtown Infrastructure Planning and Coordination
- Civic Works Committee – October 4, 2016 – Infrastructure Canada Phase One Investments Public Transit Infrastructure Fund
- Civic Works Committee – December 12, 2016 – Dundas Place Environmental Study Report
- Civic Works Committee – February 7, 2017 – Dundas Place Detailed Design and Tendering Appointment of Consulting Engineer
- Planning & Environment Committee – November 20, 2017 – Dundas Place Management Field House and Management
- Civic Works Committee – January 9, 2018 – Dundas Place Utility Construction Coordination

COUNCIL’S 2015-19 STRATEGIC PLAN

Dundas Place is identified in the 2015-19 Strategic Plan for the City of London under the “Growing Our Economy” Strategic Area of Focus. Municipal Council has recognized the importance of urban regeneration. Dundas Place will invest in London’s downtown as the heart of our city by creating a flexible street for shopping, leisure, civic activities and celebrations. The subject of this report also responds to Council’s Strategic Plan Building a Sustainable City Area of Focus by coordinating needed lifecycle renewal of public and private assets.

BACKGROUND

Purpose

This report recommends the award of a construction tender to Amico Infrastructures (Oxford) Inc. and the appointment of construction administration services to Dillon Consulting Limited for the Dundas Place project. The contract includes infrastructure renewal, including extensive third party utility upgrades and creation of Dundas Place features along the four blocks from Ridout Street to Wellington Street.

Project Description

Dundas Place aligns with the focus and goals set by Council through the City of London Strategic Plan and The London Plan. Dundas Place is the #1 Transformational Project in Our Move Forward: The Downtown Plan. The vision approved by Council in Our Move Forward is to transform Dundas Street into the most exciting street in London offering a multitude of experiences.



The environmental assessment process was undertaken with comprehensive public and agency engagement to identify the preferred alternative for Dundas Place in late 2016. Input was received from people across London, First Nations, property and business owners, stakeholder groups, external agencies, utilities and emergency service providers.

The ESR recommended a two-way flexible street with a symmetrical cross-section. Dundas Place will be a flexible street that allows pedestrians, cyclists and motorists to effectively share the same space while offering the opportunity to serve different programmed functions throughout the year. Construction of the street will utilize unique high-quality materials such as unit pavers, movable bollards and street furniture to define the character of the area.



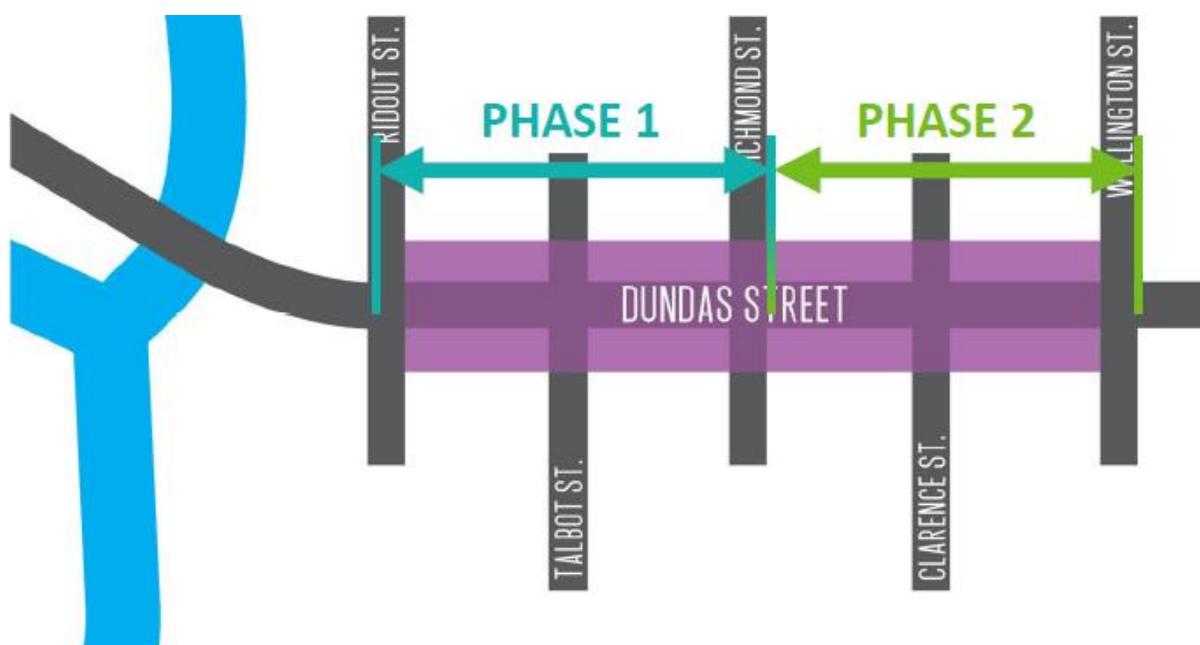
DISCUSSION

Construction Considerations

Mitigation of social impacts is a priority for London's capital construction programs. This project will transform Dundas Street through both surface enhancements, as well as extensive underground infrastructure renewal. Due to the narrow width of the ROW and scope of renewal and upgrades required for both City and private services, the construction coordination required under this project will be extensive. The project team is committed to coordinating and finding efficiencies in the construction work and providing communications that can help businesses through the construction phase.

The project requires the closure of the street to motor vehicles. Pedestrian access will be maintained at all times. The contract is set up to coordinate upgrades of all required City-owned services plus seven private utilities under one contract to execute the work as seamlessly as possible. This is the least impactful way to reconstruct Dundas Street but can create additional scheduling challenges and construction complexity. The contract identifies a large amount of work to be executed in a constrained right-of-way with a subsurface environment congested with utilities. The contract design aims to compress the construction schedule in consideration of stakeholder interests.

The construction will extend throughout 2018 and 2019. The construction staging for the project is displayed in the following figure:



The stakeholder engagement on this project has been a priority since its inception. Numerous public meetings have occurred to raise awareness and the project team has received feedback from Londoners throughout the City and specifically from property owners, business owners and residents in the area. During the design phase, the project team sought to hold face-to-face meetings with every property and business owner within the project limits. Over 80 meetings have taken place and discussions continue with people that are invested in the corridor.

A communications plan that builds upon this engagement will be implemented in partnership with the Downtown London BIA. Key components of this experience-driven plan include new ways of distributing timely and helpful information to stakeholders, rolling out programs to support businesses and their customers and the enhancement of communication efforts at critical entry and exit points along the four-block stretch. The plan will focus on improving the overall user experience to maximize time spent on Dundas Street and the downtown. It will aim to create positive experiences that businesses, residents, workers and visitors can all be a part of during construction and beyond.

Working with Downtown London and its members, the project team is developing core messaging and visuals that will convey the unique essence of the Dundas Place community this project will build upon. An ongoing effort will be made to highlight positive experiences and interactions that differentiate Dundas Place from other destinations. It will also be critical to communicate effectively when there are impacts that arise within the core resulting from weather, other construction, development and special events.

Utility Coordination

The infrastructure renewal and upgrading being implemented under this project includes a large scope of work introduced by the private utility companies whose assets are located in the corridor. Common practice in less constrained corridors is to undertake private utility work separately and prior to the City capital contract, particularly where utilities are overhead and easily accessed. Given the large scope and the location of

utilities beneath the road surface, it was agreed by all partners to incorporate this work into a large coordinated capital contract. This approach provides efficiencies for each utility company by avoiding individual excavations and reinstatement of surface works for intermingled utilities in a congested subsurface. This also provides a significant reduction to the total construction duration and eliminates the need for subsequent disruptions to road users, businesses and property owners.

Tender Summary

Tender submissions were opened on Friday January 26, 2018. Five contractors submitted tender prices as listed below (excluding HST):

CONTRACTOR		SUBMITTED TENDER PRICE (\$)	CORRECTED TENDER PRICE (\$)
1.	Amico Infrastructures (Oxford) Inc.	26,691,941.90	---
2.	L82 Construction Ltd.	27,465,857.82	---
3.	J-AAR Excavating Limited	27,470,100.76	27,469,075.51
4.	C.H. Excavating (London) Ltd.	30,441,818.28	---
5.	Bre-Ex Construction Inc.	31,496,876.43	---

All tenders have been checked by Dillon Consulting Ltd. One tender included a minor mathematical error that did not affect the results. The results of the tendering process indicate a competitive process. The tender was advertised early and for an extended period of time to account for the project complexities. The value of City and external utility works in the low tender are \$14.7 M and \$12.0 M respectively. The tender estimate prior to tender opening was \$25,000,000 (excluding HST). The components of the tender that are higher than estimated are related to external utility works.

Financial Considerations

City Components

The City portion of the funding for the Dundas Place contract is predominantly from the Dundas Place account under the Transportation budget. The tender value identifies that the project can be delivered within the approved budget. The Transportation funding includes a federal grant approved through the Public Transit Infrastructure Fund (PTIF) under the active transportation objectives of the program. The value of the approved PTIF component of the project is \$16 M resulting in an \$8 M federal investment. The PTIF program has recently provided an extension opportunity to the deadline for eligible costs to March 2020, so the PTIF funds are expected to be applicable to the entire two-year project construction.

The infrastructure renewal components also utilize funding from Water and Wastewater service areas. Due to the interconnected nature of the work occurring in both 2018 and 2019, a single tender was issued for all work being completed in both years. Funds for projects are typically budgeted as close to the time of construction as possible to ensure efficient use of financial resources. For the Dundas Place project, Water and Wastewater funds were budgeted to be spread over 2018 and 2019 to reflect the scheduled time of construction. As this contract is being awarded in totality in 2018, the Water and Wastewater project budgets require a budget adjustment to bring the 2019

project funding forward to 2018. These requested budget adjustments are reflected in the attached source of financing report attached in Appendix A.

External Utility Components

Commitments from the partnering utility companies were obtained via memoranda of understanding (MOUs) with significant costs and scope of work. MOUs with London Hydro and Bell Canada were developed by the parties, approved by Council on January 16, 2018 and subsequently executed.

Commitments from utilities with less work were obtained via letter agreements. These companies are: Telus, Union Gas, Rogers Communications, LARGnet and Start Communications.

The agreements stipulate that each utility company is responsible for the actual costs of the corresponding work. Tender cost information was shared with the utility partners after the tender close.

The cost of the utility works for most of the companies were priced close to that estimated, with most costs lower than estimated. However, the tender costs for the complex and large scope of works identified by London Hydro and Bell Canada are higher than the estimates provided by the utility companies, resulting in commitments 58% and 74% higher than previously estimated respectively. The value of the London Hydro and Bell Canada components is quite consistent among the low tenders. This suggests that the tender value reflects the actual cost of the work.

Consultant Selection

The administration of the construction phase entails complexities and scope not typical of standard construction projects. The successful implementation of the project involves complex downtown construction, management of project partner commitments, aggressive scheduling and management of unique urban design elements, all requiring excellent internal and external communications and project controls.

Dillon Consulting was selected to undertake the project environmental assessment and design after an initial competitive consultant procurement process in accordance with the procurement of Goods and Services Policy Section 15.2(e) in which three firms were shortlisted to submit detailed proposals following an open advertised request for qualifications.

The performance of Dillon Consulting during the environmental assessment was positive. A detailed understanding of the Dundas Place vision was obtained. This project commitment was extended through the design phase during which relationships and understanding of the various stakeholder interests were formed. Appointment of Dillon Consulting as the consulting engineer for the contract administration phase creates efficiencies providing financial advantage to the City by eliminating the duplication that would be required if another firm were introduced.

Considering the performance of Dillon Consulting, a proposal for construction administration services was requested and scope and fees were negotiated. The firm is familiar with the project stakeholders having been deeply involved in the extensive consultative efforts that occurred throughout the EA and design phases. Additionally, Dillon is knowledgeable of City staff and procedures through frequent work on multi-

disciplinary assignments. City staff also reviewed the time allocated to each project related task. The amount of time allocated to tasks is consistent with prior projects with similar components that have been awarded through a competitive process.

The scope of the consulting services include the administration of the large number of utility upgrades that are included in the contract. The agreements with the utility companies identify cost sharing of the contract administration fees commensurate with the type of work in the construction contract. In total, approximately one third of the consultant contract administration costs will be recovered from the project utility partners.

In accordance with Section 15.2(g) of the Procurement of Goods and Services Policy, Civic Administration is recommending Dillon Consulting be appointed as the consulting engineer for the detail design. The submission from Dillon Consulting includes a fee submission that indicates that the project can be completed within the funds available.

The City's requirement for the creation of record drawings following construction necessitates the reviewing engineer seal them on the basis of field verification and ongoing involvement. This requirement triggers consultant accountability for the design. Consequently, the continued use of Dillon Consulting who created and sealed the design drawings is required in order maintain this accountability process. The approval of this work will bring the value of the overall consulting assignment to \$4,345,116 (excluding HST).

CONCLUSION

Dundas Street from Wellington Street to Ridout Street requires infrastructure renewal to provide the downtown a foundation on which to continue growing. The City transportation, water and wastewater services all require targeted upgrades. The utility companies with assets in the corridor also identified a need for upgrades to provide desired power and communications services to Dundas Street and the greater downtown. The creation of Dundas Place, leverages this investment with an opportunity to create London's most exciting street as identified in Our Move Forward: London's Downtown Plan.

The aggressive management of this project has produced a tender that will construct the project within the City's budget and on schedule. Civic Administration has reviewed the tender bids and recommends Amico Infrastructures (Oxford) Inc. be awarded the contract for the Dundas Place project. Amico submitted a compliant bid and has the resources to complete the project.

Dillon Consulting has developed an intimate knowledge of the project vision and its unique implementation complexities. It is recommended that Dillon continue as the consulting engineer for the purpose of construction administration and inspection services as it is in the best financial and technical interests of the City.

Anticipated additional annual operating costs associated with the management and operations of Dundas Place were addressed under the business case approved in the recent multi-year budget update.

Acknowledgements

This report was prepared with assistance from Megan Hutchison, Corporate Communications.

PREPARED BY:	REVIEWED AND CONCURRED BY:
DOUG MACRAE, P.ENG DIVISION MANAGER, TRANSPORTATION PLANNING & DESIGN	EDWARD SOLDO, P.ENG. DIRECTOR, ROADS AND TRANSPORTATION
RECOMMENDED BY:	
KELLY SCHERR, P. ENG, MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES & CITY ENGINEER	

Attach: Appendix A: Sources of Financing

- c: Jim Yanchula, Planning
- Brian Huston, Dillon Consulting Limited
- Amico Infrastructures (Oxford) Inc. 2199 Blackacre Drive Oldcastle, ON N0R 1L0
- Janette MacDonald, Downtown London
- Allan Van Damme, London Hydro
- Andrew Zuk, Bell Canada
- Janet Rae, Rogers Communications
- Frederic Sua, Telus
- Bill Shewfelt, Start Communications
- Rob Elliot, Union Gas
- Tayfun Atasoy, LARGnet

APPENDIX A

Chair and Members
Civic Works Committee

#18026
February 21, 2018
(Award Contract)

RE: Dundas Place
Tender No. 17-128 (Subledger RD150012)
Capital Budget Project TS1135 - Dundas Flexible Street
Capital Budget Project EW3537 - Water Dundas Redevelopment
Capital Budget Project ES2419 - Sewer Dundas Redevelopment
Capital Budget Project GGMOD1802 - Dundas Street Conduit & Cabling
Amico Infrastructures (Oxford) Inc. - \$26,691,941.90 (excluding H.S.T.)
Dillon Consulting Ltd. - \$2,472,030 (excluding H.S.T.)

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of these works can be accommodated within the Capital Works Budget, after advancing the 2019 budget to 2018 for the Water and Wastewater portions of this project. Subject to the adoption of the recommendations of the Managing Director, Environmental & Engineering Services and City Engineer, the detailed source of financing is:

	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
<u>ESTIMATED EXPENDITURES</u>						
<u>TS1135 - Dundas Flexible Street</u>						
Engineering	\$3,900,000		\$3,900,000	\$1,844,300	\$1,153,067	\$902,633
Construction	12,800,000		12,800,000		11,102,249	1,697,751
Relocate Utilities	500,000		500,000	7,327		492,673
Other City Related	100,000		100,000	3,828	0	96,172
Sub-total City Investment	17,300,000	0	17,300,000	1,855,455	12,255,316	3,189,229
Engineering - Utilities Share 2)		756,019	756,019	17,647	738,372	0
Construction - Utilities Share 2)		11,997,650	11,997,650		11,997,650	0
	17,300,000	12,753,669	30,053,669	1,873,102	24,991,338	3,189,229
<u>EW3537 - Water Dundas Redevelopment</u>						
Engineering	\$150,000	\$189,912	\$339,912		\$339,912	\$0
Construction	1,577,981	510,088	2,088,069		2,088,069	0
	1,727,981	700,000	2,427,981	0	2,427,981	0
<u>ES2419 - Sewer Dundas Redevelopment</u>						
Engineering	\$271,191		\$271,191		\$271,191	\$0
Construction	665,921	1,000,000	1,665,921		1,665,921	0
	937,112	1,000,000	1,937,112	0	1,937,112	0
<u>GGMOD1802 - Dundas St. Conduit & Cabling</u>						
Computer Equipment	\$100,000		\$100,000		\$96,672	\$3,328
			0			0
	100,000	0	100,000	0	96,672	3,328
NET ESTIMATED EXPENDITURES	<u>\$20,065,093</u>	<u>\$14,453,669</u>	<u>\$34,518,762</u>	<u>\$1,873,102</u>	<u>\$29,453,103</u> 1)	<u>\$3,192,557</u>
<u>SOURCE OF FINANCING</u>						
<u>TS1135 - Dundas Flexible Street</u>						
Capital Levy	\$1,300,000		\$1,300,000	\$1,300,000		\$0
Debenture By-law No. W.-5619-87	8,000,000		8,000,000	277,728	6,127,658	1,594,614
PTIF (Public Transit Infrastructure Fund)	8,000,000		8,000,000	277,727	6,127,658	1,594,615
Sub-total City Investment	17,300,000	0	17,300,000	1,855,455	12,255,316	3,189,229
Contribution from Utility companies 2)		12,753,669	12,753,669	17,647	12,736,022	0
	17,300,000	12,753,669	30,053,669	1,873,102	24,991,338	3,189,229
<u>EW3537 - Water Dundas Redevelopment</u>						
Federal Gas Tax	\$1,727,981		\$1,727,981		1,727,981	\$0
Additional drawdown from Federal Gas Tax 3)		700,000	700,000		700,000	0
	1,727,981	700,000	2,427,981	0	2,427,981	0
<u>ES2419 - Sewer Dundas Redevelopment</u>						
Drawdown from Sewage Works Reserve Fund	\$937,112		\$937,112		\$937,112	\$0
Additional drawdown from Sewage Works Res. Fund 3)		1,000,000	1,000,000		1,000,000	0
	937,112	1,000,000	1,937,112	0	1,937,112	0
<u>GGMOD1802 - Dundas St. Conduit & Cabling</u>						
Drawdown from Technology Reserve Fund	\$100,000		\$100,000		\$96,672	\$3,328
	100,000	0	100,000	0	96,672	3,328
TOTAL FINANCING	<u>\$20,065,093</u>	<u>\$14,453,669</u>	<u>\$34,518,762</u>	<u>\$1,873,102</u>	<u>\$29,453,103</u>	<u>\$3,192,557</u>
1) Financial Note - Construction						
	<u>TS1135</u>	<u>Utilities</u>	<u>EW3537</u>	<u>ES2419</u>	<u>GGMOD1802</u>	<u>Total Construction</u>
Contract Price	\$10,910,229	\$11,997,650	\$2,051,955	\$1,637,108	\$95,000	\$26,691,942
Add: HST @13%	1,418,330	1,559,695	266,754	212,824	12,350	3,469,953
Total Contract Price Including Taxes	12,328,559	13,557,345	2,318,709	1,849,932	107,350	30,161,895
Less: HST Rebate	1,226,310	1,559,695	230,640	184,011	10,678	3,211,334
Net Contract Price	<u>\$11,102,249</u>	<u>\$11,997,650</u>	<u>\$2,088,069</u>	<u>\$1,665,921</u>	<u>\$96,672</u>	<u>\$26,950,561</u>
Financial Note - Engineering						
	<u>TS1135</u>	<u>Utilities</u>	<u>EW3537</u>	<u>ES2419</u>		<u>Total Engineering</u>
Contract Price	\$1,133,124	\$738,372	\$334,033	\$266,501		\$2,472,030
Add: HST @13%	147,306	95,988	43,424	34,645		321,363
Total Contract Price Including Taxes	1,280,430	834,360	377,457	301,146		2,793,393
Less: HST Rebate	127,363	95,988	37,545	29,955		290,851
Net Contract Price	<u>\$1,153,067</u>	<u>\$738,372</u>	<u>\$339,912</u>	<u>\$271,191</u>		<u>\$2,502,542</u>
Total Construction and Engineering						<u>\$29,453,103</u>

APPENDIX A

Chair and Members
Civic Works Committee

#18026
February 21, 2018
(Award Contract)

RE: Dundas Place
Tender No. 17-128 (Subledger RD150012)
Capital Budget Project TS1135 - Dundas Flexible Street
Capital Budget Project EW3537 - Water Dundas Redevelopment
Capital Budget Project ES2419 - Sewer Dundas Redevelopment
Capital Budget Project GGMOD1802 - Dundas Street Conduit & Cabling
Amico Infrastructures (Oxford) Inc. - \$26,691,941.90 (excluding H.S.T.)
Dillon Consulting Ltd. - \$2,472,030 (excluding H.S.T.)

- 2) Commitments from the partnering utility companies (London Hydro and Bell Canada) were obtained via memoranda of understanding (MOUs) where the commitments were large. Commitments from utilities with less work were obtained via letter agreements. These companies are: Telus, Union Gas, Rogers Communications, LARGnet and Start Communications.
- 3) As this contract is being awarded in totality in 2018, the Water and Wastewater projects (EW3537 and ES2419) require a budget adjustment to advance the 2019 funding forward to 2018.
- 4) Anticipated additional annual operating costs associated with the management and operations of Dundas Place were addressed and approved in the recent multi-year budget update.

ms

Jason Davies
Manager of Financial Planning & Policy

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TRANSFER PAYMENT AGREEMENT

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the Ontario Municipal Commuter Cycling (OMCC) Program:

- a) the attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting to be held March 6, 2018 to:
 - i) Approve the Transfer Payment Agreement, attached as Schedule 1 of Appendix A to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, for funding under the Ontario Municipal Commuter Cycling (OMCC) program;
 - ii) Authorize the Mayor and City Clerk to execute the Agreement;
 - iii) Delegate authority to the Managing Director of Environmental & Engineering Services and City Engineer and Managing Director, Corporate Services and City Treasurer, or their designate, to execute any reports required as a condition of the Agreement authorized and approved in i) above.
- b) the Civic Administration **BE AUTHORIZED** to increase the 2016-2019 Multi-Year Capital Budget by \$3.3 million to reflect the approved OMCC contribution as set out in the Source of Financing attached (Appendix B);
- c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this program.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Civic Works Committee – June 8, 2016 - London ON Bikes Draft Cycling Master Plan
- Civic Works Committee – September 7, 2016 - London ON Bikes Cycling Master Plan
- Civic Works Committee – July 17, 2017 – 2017 Ontario Municipal Commuter Cycling (OMCC) Program

2015-19 STRATEGIC PLAN

This report supports the objectives identified in the Strategic Plan by pursuing external funding to support the implementation of the London ON Bikes Cycling Master Plan. London ON Bikes contributes to Building a Sustainable City – Convenient and Connected Mobility Choices, by implementing and enhancing safe mobility choices for cyclists. These goals are consistent with the recently announced OMCC.

DISCUSSION

Purpose

The purpose of this report is to obtain the approvals required for the execution of a Transfer Payment Agreement (TPA) with the Province of Ontario to receive funding under the OMCC program. The report also requests approval to increase the capital budget to reflect the additional funding to be received through the OMCC program.

OMCC Program

Through the Province's Climate Change Action Plan, initiatives were identified to help municipalities reduce greenhouse gas (GHG) emissions. On May 29, 2017, the Government of Ontario introduced a four year, cost-shared fund for municipalities to use for commuter cycling infrastructure. The OMCC is a multi-year program that supports cycling investments funded through cap and trade proceeds. The program invests in short-term commuter cycling priorities that will help municipalities such as London to:

- i. Provide better cycling networks across the province by targeting routes where high-commuting volumes can be established; and
- ii. Support the installation of cycling infrastructure that promotes safe cycling, such as grade separated routes as well as cycling signals.

The City of London submitted an OMCC application and declaration form in August 2017. The application included the list of proposed projects that was identified in the July 17, 2017 report to the Civic Works Committee. The application was accepted and the City of London has been provided an OMCC allocation of \$3,303,752.26 from the Province for fiscal year 2017/2018.

Priority Project - Thames Valley Parkway North Branch Connection

Funding is provided by OMCC for projects identified in a municipal cycling master plan and specified on the municipality's Eligible Projects List. Closing the gap in the Thames Valley Parkway North Branch has been a priority in numerous studies, including the Bicycle Master Plan (2005), Parks & Recreation Master Plan (2009), Strengthening Neighbourhoods Strategy (2009), Thames Valley Corridor Plan (2011), Age Friendly London (2012), the Smart Moves 2030 Transportation Plan (2013) the London Plan (2016) and the current London ON Bikes Cycling Master Plan (2016). This project was identified as an OMCC priority in the July 17, 2017 CWC report.

The design process is currently underway. Once this process is completed, the project will proceed to tendering.

FINANCIAL CONSIDERATIONS

The TVP North Branch project is a Council strategic priority that was allocated funding through an additional investment business case (#4) in the 2016-2019 Multi-Year Budget. The environmental assessment was challenging, leading to additional conditions and regulatory requirements. The current estimated total cost to include the resulting design changes is approximately \$6.6 million, including detailed design, construction and contract administration costs. Receipt of OMCC funding reduces the required tax levy supported funding for this project, and therefore eliminates the need for future budget requests to close the funding gap for the TVP North Branch project. As a result, construction will be able to proceed sooner than would have otherwise been possible.

The attached Source of Financing report (Appendix B) outlines the source of financing for the Thames Valley Parkway North Branch project, including the necessary reallocations among approved capital projects in order to provide the currently identified funding requirement. The Source of Financing also reflects the \$3.3 million increase to the approved 2016-2019 Capital Budget as a result of the OMCC funding approval.

CONCLUSION

The Province and the City of London recognize that investment in commuter cycling infrastructure is a key component in Ontario's Climate Change Action Plan. The identified list of projects in London's application to the OMCC program support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The recent completion of the London ON Bikes Cycling Master Plan positioned London well for OMCC Year 1 eligibility. The province has approved the City of London for an OMCC allocation of \$3,303,752.26 from the Province for fiscal year 2017/2018. The attached by-law is being introduced to authorize the Mayor and City Clerk to execute the TPA.

The Thames Valley Parkway North Branch Connection is London's top priority for the program. The 2017/18 funding allocation will enable the project to proceed sooner than otherwise possible, subject to completion of detailed design and tendering.

Acknowledgements

This report was prepared with assistance from Doug MacRae, Janice Verhaeghe and Kyle Murray.

SUBMITTED BY:	REVIEWED & CONCURRED BY:
EDWARD SOLDI, P.ENG. DIRECTOR, ROADS AND TRANSPORTATION	ALAN DUNBAR MANAGER, FINANCIAL PLANNING & POLICY
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER	

Attach: Appendix A – By-law. A.-
 Appendix A Schedule 1 - Transfer Payment Agreement
 Appendix B – Source of Financing Report

c: Anna Lisa Barbon, Managing Director Corporate Services and City Treasurer
 Janice Verhaeghe, Financial Business Administrator
 John Fleming, Managing Director Planning and City Planner
 Andrew Macpherson, Manager Environmental and Parks Planning

APPENDIX A

Bill No.
2018

By-law No. A.-

A by-law to authorize and approve a Transfer Payment Agreement under the Ontario Municipal Commuter Cycling Program, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement; and to delegate authority to the Managing Director of Environmental & Engineering Services and City Engineer and Managing Director, Corporate Services and City Treasurer or their designate to execute any financial reports required under the Agreement.

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 8 provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

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 the Province of Ontario (the "Province") and The Corporation of the City of London (the "City") recognize that investment in commuter cycling infrastructure is a key component in Ontario's Climate Change Action Plan;

AND WHEREAS the City has applied to the Province for funding under the Ontario Municipal Commuter Cycling Program for a list of projects;

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

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

1. The Transfer Payment Agreement to be entered into between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and The Corporation of the City of London, for the provision of funding from the Ontario Municipal Commuter Cycling Program, attached hereto as Schedule "1", is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement approved under section 1, above.
3. The Managing Director of Environmental & Engineering Services and City Engineer and Managing Director, Corporate Services and City Treasurer, or their designate, are hereby authorized to execute any financial reports required under the Transfer of Payment Agreement authorized and approved under section 1, above.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading - March 6, 2018
Third Reading - March 6, 2018

Schedule 1
Transfer Payment Agreement

**ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario

as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the City of London

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario’s Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to

the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Entire Agreement. The Agreement, including:

- Schedule "A" - General Terms and Conditions
 - Schedule "B" - Recipient Information
 - Schedule "C" - Eligible Projects List and Timelines
 - Sub-schedule "C.1" - Eligible Projects List
 - Schedule "D" - Description of Annual Allocations
 - Sub-schedule "D.1" - Table of Annual Allocations
 - Sub-schedule "D.2" - Form of Annual Declaration of OMCC Participation
 - Schedule "E" - Eligible and Ineligible Costs
 - Schedule "F" - Reporting and Evaluation
 - Schedule "G" - Communications Protocol
 - Schedule "H" - Disposal of and Revenues from Assets
 - Schedule "I" - Aboriginal Consultation Protocol
 - Schedule "J" - Certificates and Declarations
 - Sub-schedule "J.1" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
 - Sub-schedule "J.2" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
 - Sub-schedule "J.3" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and
- any amending agreement entered into as provided for in section 4.1 (Amendments),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

3.0 COUNTERPARTS

3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amendments.** The Agreement may only be amended by a written agreement.

4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.

4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO** as represented by the Minister of
Transportation for the Province of Ontario

Date

Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

The Corporation of the City of London

Date

Name: **Mr. Matt Brown**

Title: **Mayor**

I have authority to bind the Recipient.

Date

Name: **Ms. Catharine Saunders**

Title: **City Clerk**

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I1.1 (Definitions).

“Agreement” means this Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Entire Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

“Annual Allocation” means an annual allocation set out in Sub-schedule “D.1” (Table of Annual Allocations).

“Annual Declaration of OMCC Participation” means an annual declaration of OMCC participation, in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

“Annual Eligible Projects Declaration” means an annual Eligible Projects declaration, in the form set out in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration).

“Annual Financial Reports” means the Annual Financial Reports described in Article F1.0 (Annual Financial Reports).

“Annual Funding Certificate” means an Annual Funding Certificate, in the form set out in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate).

“Annual Implementation Reports” means the Annual Implementation Reports described in section F2.1 (Annual Implementation Reports).

“Asset” means any real or personal property or immovable or movable asset acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with the Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or any Eligible Project, or both.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Cap and Trade Program” means Ontario’s Cap and Trade Program.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for an Eligible Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Costs” means the costs that are eligible for funding under the Agreement and that are described in Article E2.0 (Eligible Costs).

“Eligible Project” means a commuter cycling project that is listed on the Eligible Projects List.

“Eligible Projects List” means the list of Eligible Projects in Sub-schedule “C.1” (Eligible Projects List).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and

treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“**ERS**” means the Ontario Enterprise Registration System.

“**Event of Default**” has the meaning ascribed to it in section A13.1 (Events of Default).

“**Expiry Date**” means March 31, 2021.

“**Final Report**” means the Final Report described in Article F3.0 (Final Report).

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the money the Province provides to the Recipient pursuant to the Agreement.

“**Generally Accepted Auditing Standards**” means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

“**GHG**” means greenhouse gas.

“**Government of Ontario**” includes any ministry, agency or Crown corporation of the Government of Ontario.

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“**Ineligible Costs**” means the costs that are ineligible for funding under the Agreement, and that are described in Article E3.0 (Ineligible Costs).

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4 (Recipient Not Remediating).

“OMCC” means Ontario Municipal Commuter Cycling.

“OMCC Program” means the Ontario Municipal Commuter Cycling Program.

“Parties” means the Province and the Recipient.

“Partner” means any entity, other than a Third Party, participating in and contributing to the Project, other than financially only, as described in the Recipient’s application submitted to the Province or, with the written consent of the Province, as subsequently permitted to participate or contribute to the Project.

“Partner Agreement” means a legally binding agreement between the Recipient and a Partner.

“Party” means either the Province or the Recipient.

“Projects” means, collectively, the Eligible Projects.

“Projects End Date” means, in respect of the Projects, December 30, 2020.

“Reports” means the reports described in Schedule “F” (Reporting and Evaluation).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Solemn Declaration of Substantial Completion” means the Solemn Declaration of Substantial Completion, in the form set out in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion).

“Substantial Completion” means substantially performed, as described in and will be determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario) for each Eligible Project, and for the purposes of the Projects, means the substantial completion of the last Eligible Project on or before December 30, 2020.

“Substantial Completion Date” means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

“Term” means the period of time described in section A3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for any of the Eligible Projects.

“Timelines” means the date set out in section C2.1 (Timelines).

“Usage Data Report” means the Usage Data Report described in Article F4.0 (Usage Data Report).

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Projects;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of an Eligible Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements and Eligible Project, and the Timelines was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is registered with the ERS and the information it provided for the ERS was true and complete at the time it provided it and will continue to be true and complete;
- (f) it is not in default of any term, condition or obligation under any transfer payment or loan agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; and
- (g) its past performance with respect to any project under a transfer payment agreement with Her Majesty the Queen in right of Ontario or one of Her agencies was considered satisfactory by that party.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete each Eligible Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Eligible Project, and strategies to address the identified risks to meet the Projects End Date, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting, and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT AND EXTENSION

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice), Article A12.0 (Termination Where No Appropriation or Funds under the Cap and Trade Program) or Article A13.0 (Events of Default, Corrective Action, and Termination for Default).

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will, in respect of the Projects:

- (a) provide Funds to the Recipient up to the aggregate of each Annual Allocation for the Recipient to use towards the Eligible Costs of any Eligible Project;
- (b) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient complies with the conditions precedent set out in paragraphs A32.1(a) and (b);
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon any of the following:
 - (i) the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1 (Preparation and Submission);
 - (ii) the number of recipients, other than the Recipient, participating in the OMCC Program; or
- (c) if, pursuant to the *Financial Administration Act* (Ontario) or the Cap and Trade Program, the Province does not receive the necessary appropriation from the Ontario Legislature or the necessary funds for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and change the Projects; or
 - (ii) terminate the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program).

A4.3 Carry Out the Eligible Projects. The Recipient will, in respect of the Projects and each Eligible Project:

- (a) determine which Eligible Projects, from the Eligible Projects List, the Recipient will carry out;
- (b) carry out each Eligible Project in accordance with the Agreement; and
- (c) complete each Eligible Project the Recipient has chosen to carry out pursuant to paragraph A4.3(a) by the Projects End Date.

A4.4 Use of Funds and Carry out the Projects. The Recipient will, in respect of each Eligible Project, do all of the following:

- (a) use the Funds only for the purpose of carrying out the Eligible Project;
- (b) spend the Funds only in accordance with the Agreement, including the Annual Allocations;
- (c) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (d) contribute a minimum amount of 20% towards the total Eligible Costs of each Eligible Project, irrespective of any contribution received from any third party source, including any Partner.

A4.5 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 Interest. If the Recipient earns any interest on the Funds:

- (a) the Recipient may use the interest earned toward the Eligible Costs of any Eligible Project but cannot reduce the 20% minimum amount towards Eligible Costs for each Eligible Project;
- (b) the Recipient will annually declare the amount of interest earned and describe its use in the Annual Funding Certificate; and
- (c) the Province may demand from the Recipient the payment of an amount equal to any interest:
 - (i) remaining in the possession or under the control of the Recipient by the Projects End Date; or
 - (ii) the Recipient failed to use in accordance with the terms and conditions of the Agreement.

A4.7 Rebates, Credits and Refunds. The Province, in calculating Funds, will deduct from any Annual Allocation any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A4.8 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will assume full responsibility for each Eligible Project including, without limitation:

- (a) complete, diligent and timely implementation in accordance with the terms and conditions of the Agreement;
- (b) the entire costs of the Eligible Project including, without limitation, overruns if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Eligible Project; and
- (d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards.

A4.9 Disclosure of Other Financial Assistance and Adjustments. The Recipient agrees:

- (a) to inform the Province promptly of any financial assistance received, other than from the Province pursuant to the Agreement, for any Eligible Project; and
- (b) if the Recipient receives or is owed financial assistance from the Government of Ontario, other than from the Province pursuant to the Agreement, in respect of the Eligible Costs of an Eligible Project, the Province may reduce the Funds or demand the repayment of Funds in an amount up to the financial assistance received or owed.

A4.10 Inability to Complete Eligible Projects. If, at any time during the Term, the Recipient determines that it may not be possible for it to complete an Eligible Project on or before December 30, 2020 for any reason including, without limitation, lack of funding available for the Eligible Project (the “**Issue**”), the Recipient will immediately notify the Province of that determination and provide the Province with a summary of the measures that the Recipient proposes to remedy the Issue. If the Province is not satisfied that the measures proposed will be adequate to remedy the Issue, then the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset other than in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

A5.3 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with, and incorporate, the applicable terms and conditions of the Agreement. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to:

- (a) ensure that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) ensure compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) secure the respective rights of the Province, any authorized representative and any independent auditor identified by the Province in paragraph A7.3(b), and the Auditor General in section A7.6 (Auditor General).

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out each Eligible Project and use the Funds without an actual, potential or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where, in respect of each Eligible Project:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Eligible Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements as provided for in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, as set out otherwise in the Agreement or with the consent of the Province, another authorized signing officer.

A7.2 Record Maintenance and Audit.

- (a) The Recipient will, in respect of each Eligible Project, keep and maintain:
 - (i) all financial records including, without limitation, invoices relating to the Funds or otherwise the Eligible Project in a manner consistent with generally accepted accounting principles; and
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Eligible Project, including without limitation, all Contracts and Partner Agreements.

- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for each Eligible Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

A7.3 Inspection and Data Collection .

- (a) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, enter upon the Recipient's premises to review the progress of any Eligible Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
 - (i) inspect and copy the records and documents referred to in section A7.2 (Record Maintenance and Audit);
 - (ii) remove any copies made pursuant to paragraph A7.3(a) from the Recipient's premises; and
 - (iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Eligible Project, or both.
- (b) The Recipient will ensure all Contracts and Partner Agreements include the right of the Province, any authorized representative, any independent auditors identified by the Province, or the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate the access of the Province with any Third Party and Partner for the purpose of such inspections and audits.
- (c) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may direct the Recipient to undertake an intercept survey of cyclists for a completed Eligible Project.
 - (i) Where the Province exercises this right, the Recipient's must distribute a copy of intercept survey documentation to individuals cycling on completed Eligible Project.
 - (ii) The Province will be responsible for providing all required intercept survey documentation to the Recipient and for collecting any information obtained through this survey.

(iii) The Recipient will be required to distribute the intercept survey documentation on the specified day from 07:00 and 10:00; from 12:00 and 14:00, which will be at least 12 months but no more than 24 months after Substantial Completion of an Eligible Project.

(d) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may undertake an intercept survey of cyclists using any completed Eligible Project.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3 (Inspection), the Recipient will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under this Article A7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A7.7 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).

A8.2 **Publication.** The Recipient will indicate, in any of its Projects-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties 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, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any Eligible Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide the Province, prior to Funds being provided in each Funding Year, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1 (Recipient's Insurance); and
- (b) upon the request of the Province, the Recipient will make available to the

Province a copy of each insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to paragraph A11.2(b); and
 - (ii) subject to paragraph A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS UNDER THE CAP AND TRADE PROGRAM

A12.1 Termination Where No Appropriation or Funds under the Cap and Trade Program. If, as provided for in paragraph A4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds under the Cap and Trade Program for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation or Funds under the Cap and Trade Program. If the Province terminates the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program), the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under

the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A12.2(b).

A12.3 No Additional Funds. If pursuant to paragraph A12.2(c), the Province determines that the costs to wind down the Projects exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out any Eligible Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.1(b).
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the OMCC Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; or
- (e) the Recipient fails to require a Partner or a Third Party to remedy an event such as an Event of Default listed above and the failure is not remedied within, at the latest and if any, the Notice Period given to the Recipient pursuant to section 13.4 (Recipient Not Remediating).

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Eligible Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used and interest earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with paragraph A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

A13.5 When Termination Effective. Termination under this Article A13.0 (Events of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0 (Events of Default, Corrective Action, and Termination for Default) and subject to Article D2.0 (Changes to Annual Allocations), if the Recipient has not spent all of the Funds allocated for a Funding Year as provided for in the Annual Allocation for that year, the Province will allow the Recipient to keep the Funds in the account specified under paragraph A4.1(b) and use the Funds in any subsequent Funding Year, up to the Projects End Date, for any Eligible Project in accordance with the Agreement.

A15.0 FUNDS UPON PROJECTS END DATE

A15.1 Funds Upon Projects End Date. The Recipient will, upon the Projects End Date, pay to the Province any Funds and interest earned on the Funds remaining in its possession or under its control.

A15.2 Return of Funds for Incomplete Eligible Project. The Recipient will, if Funds have been used towards an Eligible Project and the Recipient has not completed the Eligible Project by the Projects End Date, pay to the Province an amount equal to any Funds the Recipient used for that Eligible Project.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds, included interest earned, from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Recipient Information).

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Recipient Information), or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite paragraph A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision in Article A17.0 (Notice) ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 (Waiver Request) will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, Schedules, and Sub-schedules, will continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 3.0 (Counterparts), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A2.1(a) and A4.2(c), sections A4.6 (Interest), A4.8 (Recipient's Acknowledgement of Responsibility for Projects), A5.2 (Disposal), A7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2 (Record Maintenance and Audit), A7.3 (Inspection), A7.4 (Disclosure), A7.5 (No Control of Records), A7.6 (Auditor General), and A7.7 (Calculations), Articles A8.0 (Communications Requirements), and 9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province), A12.2 (Consequences of Termination Where No Appropriation or Funds Under the Cap Trade Program), A12.3 (No Additional Funds), and A13.1 (Events of Default), paragraphs A13.2(d), (e), (f), (g) and (h), Articles A15.0 (Funds Upon Projects End Date), A16.0 (Debt Due and Payment), A17.0 (Notice), and A19.0 (Severability of Provisions), section A22.2 (Agreement Binding), Articles A23.0 (Governing Law), A25.0 (Joint and Several Liability), A26.0 (Rights and Remedies Cumulative), and A27.0 (Failure to Comply with Other Agreements), this Article A28.0 (Survival), and Articles 29.0 (Aboriginal Consultation), A30.0 (Partners), and Article A31.0 (Agreements for Use of Land).

A29.0 ABORIGINAL CONSULTATION

A29.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

A29.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations. The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A30.0 PARTNERS

A30.1 Recipient Representation re. Partner Agreements. If the Recipient has one or more Partners for any Eligible Project, the Recipient:

- (a) warrants that it is entitled to represent each of its Partners, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the Agreement; and
- (b) agrees to bind each of its Partners to the applicable terms and conditions of the Agreement including, without limitation, those listed in section A5.3 (Contract Provisions) through a Partner Agreement.

A30.2 Copy of Partner Agreement. The Recipient agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

A30.3 Responsibilities of Recipient. Despite having one or more Partners for any Eligible Project and entering into a Partner Agreement with each of its Partners, the Recipient assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Eligible Project and the fulfilment of all obligations arising from the Agreement. Accordingly, the Recipient agrees that it bears the financial and legal responsibility for the entire Eligible Project and for each of its Partners. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its Partners.

A30.4 Liability. Without limiting the requirements of the indemnity and insurance obligations under the Agreement, the Recipient agrees to ensure that each Partner agrees that the Province will not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Partner while any of the Eligible Project is being carried out. The Province can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

A30.5 Public Disclosure. The Recipient will ensure that each Partner agrees to the Province publicly disclosing, in communications concerning any Eligible Project, any of the Recipient's Partner's name and address, and the purpose and amount of funds, if any, provided to the Partners.

A31.0 AGREEMENTS FOR USE OF LAND

A31.1 Agreements with Land Owners or Lessees. If the Recipient does not own the land on which an Eligible Project is located, either in whole or in part, the Recipient agrees to enter into a legally binding agreement with each of the land

owners or lessees that sets out the terms and conditions under which the land owner or lessee, as applicable, agrees to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A31.2 Agreements with Lessees. If an agreement described in paragraph (a) is with a lessee, the agreement shall include representations and warranties that the lessee has the right, pursuant to its agreement with the lessor, or has obtained the necessary consent from the lessor to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A32.0 CONDITIONS PRECEDENT

A32.1 List of Conditions Precedent. The Province's funding under the Agreement is conditional upon each of the following conditions precedent being met to the Province's satisfaction:

- (a) on or before the Effective Date and annually thereafter, the Recipient providing the Province with, in form and substance satisfactory to the Province:
 - (i) a copy of the annual enabling by-law(s) and, if applicable, any council resolution(s) confirming that the council approves each Eligible Project and the Agreement including, without limitation, the Recipient's contribution under the Agreement, and confirming the authorized representatives of the Recipient for the Agreement;
 - (ii) if the authorized representatives under paragraph (i) are not the head of council and clerk of the municipality, or it is unclear, in the Province's opinion, from the by-law(s) and, if applicable, council resolution(s) that the council has approved each Eligible Project and the Agreement, or both, a legal opinion from the Recipient's legal counsel confirming such authorized representatives and any approval;
 - (iii) the certificate(s) of insurance or other proof as the Province may request pursuant to section A10.2 (Proof of Insurance); and
 - (iv) an Annual Declaration of OMCC Participation; and
- (b) prior to any Funds being provided to the Recipient:
 - (i) the necessary information, pursuant to section A4.5 (Interest Bearing Account), to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial

institution; and

(ii) written confirmation of the street address at which Projects documents are kept at both the premises of the Recipient and each of the Partners; and

(c) prior to the Recipient using any Funds for an Eligible Project:

(i) written confirmation that the Recipient has entered into a Partner Agreement with each of its Partners, if any, for the Eligible Project;

(ii) if the Recipient does not own the land on which an Eligible Project is located, written confirmation that the Recipient has entered into a legally binding agreement as described in Article A31.0 (Agreements for Use of Land); and

(iii) to the extent that any environmental assessment or any other approval is required for an Eligible Project for which Funds were

received, a warranty that the assessment has been completed and the approval has been obtained.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A32.0 (Conditions Precedent) having been met, and has not otherwise waived compliance with such condition as set out in Article A20.0 (Waiver), the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE "B"
RECIPIENT INFORMATION**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Position: Manager, Division Services and Program Management Office</p> <p>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 1-844-671-7438</p> <p>Fax: 416-585-7204</p> <p>Email: cycling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: Mr. Edward Soldo Director, Roads and Transportation</p> <p>Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9</p> <p>Phone: (519) 661-2489 x4936</p> <p>Fax : n/a</p> <p>Email: esoldo@london.ca</p>

<p>Authorized Representative of the Province for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</p>	<p>Position: Manager, Division Services and Program Management Office</p> <p>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 1-844-671-7438</p> <p>Fax: 416-585-7204</p> <p>Email: cycling@ontario.ca</p>
<p>Authorized Representative of the Recipient for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</p>	<p>Position: Mr. Matt Brown Mayor</p> <p>Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9</p> <p>Phone: (519) 661-4920</p> <p>Fax : n/a</p> <p>Email: mayor@london.ca</p>

Senior Financial Officer of the Recipient	<p>Position: Ms. Anna Lisa Barbon City Treasurer and Chief Financial Officer</p> <p>Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9</p> <p>Phone: (519) 661-2489 x4705</p> <p>Fax : (519) 661-5932</p> <p>Email: abarbon@london.ca</p>
--	---

SCHEDULE “C”
ELIGIBLE PROJECTS LIST AND TIMELINES

C1.0 ELIGIBLE PROJECTS LIST

C1.1 Eligible Project Eligibility Requirements. To be eligible for funding under the OMCC Program and to be considered for approval as an Eligible Project by the Province for the Eligible Projects List, a project must, in addition to being listed in section C1.2 (Eligible Cycling Infrastructure Project Types), meet all of the following requirements:

- (a) be primarily for and increase commuter cycling, as opposed to being primarily for recreational or touring, and reduce vehicle trips;
- (b) reduce GHGs;
- (c) connect to significant trip origins and destinations, in the opinion of the Province, with commuter cycling infrastructure;
- (d) have its cycling infrastructure designed in accordance with the guidelines in the Ontario Traffic Manual - Book 18 - Cycling Facilities;
- (e) if the Recipient has a population of 15,000 individuals or greater, be identified on a municipal council approved i) cycling plan, or ii) active transportation plan;
- (f) be a standalone infrastructure project or an identifiable commuter cycling component of a larger infrastructure project; and
- (g) if the project impacts provincial or federal transportation infrastructure, it must have received all necessary prior approvals from the provincial or federal government prior to its implementation.

C1.2 Eligible Cycling Infrastructure Project Types. The following types of commuter cycling infrastructure projects, if they meet the eligibility requirements set out under section C1.1 (Eligible Project Eligibility Requirements), may be approved by the Province for the Eligible Projects List:

- Shared roadway with signed bicycle route;
- Signed bicycle route with paved shoulder;
- Conventional bicycle lane;
- Contraflow bicycle lane;
- Separated bicycle lane (with painted buffer or physical barrier);
- Raised cycle track;
- Bicycle priority street;

- Construction/modification of bridges, tunnels and access ramps for cycling;
- Bike specific signage, signalling and pavement markings;
- Automated bike counters;
- Bicycle-only facility;
- Intersection modification;
- Bike racks or other bike storage;
- Off-road multi-use paths; and
- Any other project the Province may, at its sole discretion, approve.

C1.3 Projects on the Eligible Projects List. Subject to a project meeting the requirements set out in section C1.1 (Eligible Project Eligibility Requirements) and any applicable terms and conditions of the Agreement, and being one of the types listed under section C1.2 (Eligible Cycling Infrastructure Project Types), a project listed in Sub-schedule “C.1” (Eligible Projects List) is considered an Eligible Project.

The Recipient is responsible for submitting Eligible Projects that meet any applicable terms and conditions of the Agreement. The Ministry, may, at its sole discretion, approve any or all projects submitted by the Recipient for the Eligible Projects List.

C2.0 TIMELINES

C2.1 Timelines. The Recipient will complete any Eligible Project it chooses to implement no later than December 30, 2020.

C3.0 CHANGES TO THE ELIGIBLE PROJECTS

C3.1 Changes to the Eligible Projects List. Subject to Section C3.2 (Amending Agreement for Changes to the Eligible Projects List) and unless the Province agrees otherwise, the Recipient can request changes to the Eligible Projects List:

- (a) in the case of the first Funding Year, by February 1, 2018; and
- (b) in the case of Funding Years subsequent to the first Funding Year, by May 1 and October 1.

C3.2 Amending Agreement for Changes to the Eligible Projects List. Any change made to the Eligible Projects List, pursuant to section C3.1 (Changes to the Eligible Projects List), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE "C.1"
ELIGIBLE PROJECTS LIST**

**Ontario Municipal Commuter Cycling (OMCC) Program
2017 Application - London
Potential Eligible Project List**

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	PROJECT LOCATION	POTENTIAL START DATE	POTENTIAL END DATE	POTENTIAL COMMUTER RIDERSHIP	COMMUTER OR FREQUENT CYCLING BENEFITS
Adelaide Street South Bike Lanes	This project involves the implementation and construction of buffered bike lanes to "fill a gap" between two existing commuter cycling routes	From Southdale Road East to Osgoode Drive	01-Sep-17	30-Dec-17	London's urban bike lanes have measured daily cyclist volumes over 100.	This critical link will provide for direct and efficient commuter access between the Pond Mills Neighbourhood and the industrial employment lands south of Bradley. This improvement will also provide a link to the Westminster ponds area a popular trail and hiking area.
Thames Valley Parkway, North Branch Gap	This project completes a critical gap in London's Thames Valley Parkway (TVP) between Richmond & Adelaide Street North. Project scope includes detailed design & construction of two new pedestrian bridges and approximately 1km of connecting bike paths. The project is being completed in accordance with an approved EA and the City of London Cycling Master Plan and will connect 50,000 N/E London residents to major destinations such as transit hubs, Western University, Kings College, St Joseph's Hospital and London's broader park system.	1250 Richmond Street North	10-Nov-18	30-Oct-20	Measured annual daily ridership on the TVP is up to 600.	The TVP is the 42km long 'spine' of London's popular cycling network. As a separated facility, expansion of the TVP encourages active forms of transportation with an emphasis on commuter cycling, consistent with the City of London strategic plan and Provincial Policy Statement. This investment in cycling infrastructure promotes safety for cyclists, reduces motor vehicle trips and makes cycling more feasible and more enjoyable for Londoner's.
Thames Valley Parkway Rehabilitation (North Branch)	This project involves life cycle renewal along the existing north branch Thames Valley Parkway (TVP). The TVP is the 42km long 'spine' of London's commuter cycling network. This project scope will include detailed design & reconstruction of approximately 2km of the north branch TVP. Busiest sections of the TVP in London sees over 40,000 active transportation user trips per month and forms a critical component of London's commuter cycling network. Upgrades to the TVP will enhance connectivity between neighbourhoods and major destinations such as transit hubs, downtown, Western University, local colleges and hospitals and London's broader park system.	2A Grosvenor Street to 1250 Richmond Street North	07-May-18	30-Oct-18	Measured annual daily ridership on the TVP is up to 600.	The TVP is the 42km long 'spine' of London's popular cycling network. As a separated facility, lifecycle upgrades to existing TVP encourages active forms of transportation with an emphasis on commuter cycling, consistent with the City of London strategic plan and Provincial Policy Statement. This investment in cycling infrastructure promotes safety for cyclists, reduces motor vehicle trips and makes cycling more feasible and more enjoyable for Londoner's.

Lambeth Centennial Park Bridge & Pathway Rehabilitation	This project involves life cycle renewal of an existing boardwalk structure and pathway in Lambeth Centennial Park. This boardwalk forms part of London's broader recreational pathway system which is 166 km long and establishes important linkages between neighbourhoods, transit hubs, area parks, community destinations and the Thames, a Canadian Heritage River. This network is a critical component of London's active transportation system. This project will include the detailed design and reconstruction needed to replace an existing boardwalk with a new pedestrian bridge spanning a Dingman Creek tributary, as well as upgrades to approximately 500 meters of existing pathway.	7112 Beattie Street	30-May-18	30-Oct-19	Measured annual daily ridership on London's connector pathways is frequently in range of 100.	Lifecycle upgrades to this section of London's pathway system is needed to maintain a safe, functional commuter cycling network and to continue encouraging active forms of transportation, consistent with the City of London strategic plan and Provincial Policy Statement. This investment in cycling infrastructure promotes safety for cyclists, reduces motor vehicle trips and makes cycling more feasible and more enjoyable for Londoner's.
Adelaide Street North Boulevard Path Improvements	This project will provide intersection improvements to make an existing in boulevard commuter cycling link continuous through intersections. Intersection improvements will involve the implementation of cross rides and improvements to cycling alignments through the intersection providing much needed safety improvements to a well established north south cycling link, that provides access to a large number of neighbourhoods and park and open space amenities	South of Kipps Lane to Windermere Road	01-Jun-18	31-Dec-18	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	The separated boulevard paths are popular with commuters. However, conflicts exist at intersections. Intersection and safety improvements to critical north south commuter cycling connections providing enhanced safety at critical intersections along a corridor that connects many neighbourhoods to park and open space amenities
Cheapside Street Bike Lanes (West)	Construction of new bike lanes along an existing street to connect to existing bike lanes and fill a critical gap in the commuter cycling network, identified for construction within 0-5 years in the City's 2016 Cycling Master Plan	From Richmond Street to Adelaide Street	01-Jun-18	12/31/2019	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	This project will fill a critical on street commuter cycling gap between the Old North neighbourhood and the Carling Heights neighbourhood, this will provide for an commuter cycling connection between Fanshawe College, Western University and Saint Josephs Hospital with its large institutional employment base. The on street bike lanes will provide for a safe, convenient commuter cycling link between the large institutions and local neighbourhoods
Bicycle detection at traffic signals and permanent bike counters	This project will provide cyclist detection at existing signalized intersections on commuter routes and the installation of permanent bicycle count stations along established commuter cycling routes. The project will improve the efficiency of cycling as a transportation mode choice.	Various signalised intersections within the City of London	01-Jun-18	30-Dec-20	London's urban bike lanes have measured daily cyclist volumes up to 180.	Upgrades to signalised intersections and the addition of permanent bike count stations is critical to improving the efficiency of the existing commuter cycling network. The addition of permanent bike counting stations provides for monitoring and validation of the implementation of cycling infrastructure as a sound transportation investment and provides staff and elected officials with appropriate cycling data on which to base decision making.

Egerton Street Bike Lanes	This project will involve the construction of bike lanes, and provide for a critical commuter Cycling link across the South branch of the Thames River	From Dundas Street to Trafalgar Street	01-Jun-18	30-Dec-19	London's urban bike lanes in this area have measured daily cyclist volumes up to 180.	This critical link will provide direct access to the Western Fair District a large entertainment and employment centre this link also link to the Thames Valley Parkway providing a continuous cycling link between currently separated neighbourhoods and employment areas.
Downtown West Bike Parking Facility	Addition of new commuter bicycle parking	West side of downtown London (near Covent Garden Market & Bud Gardens)	01-Sep-18	30-Apr-19	Modern (secure) bike parking for 100 to 200 bikes	Bike commuters require bike parking that is affordable, convenient and secure. There are no public bike parking facilities in London (other than bike racks and bike posts). The west side of downtown London is viewed as the logical location to locate a bike aprking facility. The need for adequate bike parking was one of the key priorities from the 2016 Cycling Master Plan.
North Commuter Area Bike Parking	Addition of new commuter bicycle parking including amenities in 2 or 3 locations serving north London	One or two locations to serve cyclists combined with major transit stations	01-Sep-18	30-Apr-19	Modern (secure) bike parking for 10 to 20 bikes	The ability to commute by bike to a current or future bus transit station is limited. North London currently has a number of commuter bus routes to downtown and other employment areas. Convenient, accessible and secure lockup facilities will support increased bike commuters that transfer to a current or future bus.
Cheapside Street Bike Lanes (East)	This project involves the construction of new bike lanes a to connect to existing bike lanes and fill a critical gap in the commuter cycling network, identified for construction within 0-5 years in the City's 2016 Cycling Master Plan, the construction of bike lanes to fill this gap will result in an uninterrupted commuter cycling corridor from the industrial employment lands to the East to the University, College and Saint Josephs Hospital to the West	From Sandford Street to Clarke Road	01-Jun-19	30-Dec-19	London's urban bike lanes in this area have measured daily cyclist volumes of 50.	Implementation of this project will fill a gap in the east-west commuter cycling network linking the large employment areas of the City's East end industrial area with a large number of neighbourhoods as well as to two large institutions (Fanshawe College and Saint Josephs Hospital). This link is critical to encouraging cycling as transportation choice not just for recreation but also for home to work & work to home
Oxford Street West Boulevard Path Improvements	This project will provide intersection improvements to an existing in boulevard commuter cycling link, making them continuous through intersections. Improvements will involve the implementation of cross rides and improvements to cycling alignments through intersections providing much needed safety improvements to a well established east-west cycling link, that provides access to a large number of neighbourhoods and employment and major commercial destinations	Hyde Park Road to Wonderland Road North	01-Jun-19	30-Dec-19	London's urban bike lanes have measured daily cyclist volumes up to 180.	The separated boulevard paths are popular with commuters. However, conflicts exist at intersections. Intersection and safety improvements to provide an uninterrupted critical east west commuter cycling connections providing enhanced safety at critical intersections along a corridor that connects many neighbourhoods to numerous commercial designations and hubs at either end, linking to other cycling and transit facilities on both Wonderland Road, Hyde Park Road, and Oxford Street West further west of the project

Sarnia Road Bike Lanes	This project will involve the construction of a separated cycling facility filling a critical gap in the cycling infrastructure and providing for a safe uninterrupted commuter cycling route connecting residential areas with Western University and the downtown London.	from Sleightholme to Coombs Avenue	01-Jun-19	30-Dec-19	London's urban bike lanes have measured daily cyclist volumes up to 180.	Implementation of this project will fill a critical gap in the commuter cycling network, linking the very large student population of Western University to the surrounding neighbourhood. This link will provide a safe and efficient cycling facility for riders of all abilities to use.
Colborne Street Bike Lanes (South)	Construction of new bike lanes along this corridor will complete the north-south commuter cycling route between the north branch of the Thames river and the south branch of the Thames river, linking many historic neighbourhoods together and providing linkages to the large employment centres of the downtown core	Horton Street to Grey Street	01-Jun-19	30-Dec-19	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	This Corridor forms a critical link in the commuter cycling network connecting to the north and south branches of the Thames Valley Parkway and providing a continuous and direct connection to the large downtown employment area .
South Commuter Area Bike Parking	Addition of new commuter bicycle parking	One or two locations to serve cyclists combined with major transit stations	01-Sep-19	30-Dec-20	Modern (secure) bike parking for 100 to 200 bikes	Bike commuters require bike parking that is affordable, convenient and secure. There are no public bike parking facilities in London (other than bike racks and bike posts). The east side of downtown London is viewed as the logical location to locate a bike parking facility. The need for adequate bike parking was one of the key priorities from the 2016 Cycling Master Plan.
Downtown East Bike Parking Facility	Addition of new commuter bicycle parking	East side of downtown London (Wellington & King)	01-Sep-19	30-Dec-20	Modern (secure) bike parking for 10 to 20 bikes	The ability to commute by bike to a current or future bus transit station is limited. South London currently has a number of commuter bus routes to downtown and other employment areas. Convenient, accessible and secure lockup facilities will support increased bike commuters that transfer to a current or future bus.
Colborne Street Bike Lanes (North)	Construction of new bike lanes along this corridor has been identified in the City's Cycling Master Plan and will complete the north-south commuter cycling route between the north branch of the Thames river and the south branch of the Thames river, linking many historic neighbourhoods together and providing linkages to the large employment centres of the downtown core	Dufferin Ave to Oxford Street	01-Jun-20	30-Dec-20	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	This Corridor forms a critical link in the commuter cycling network connecting to the north and south branches of the Thames Valley Parkway and providing a continuous and direct connection to the large downtown employment area

Fanshawe Park Road East & West Boulevard Path Improvements	This project will provide intersection improvements to an existing in-boulevard commuter cycling link, making it continuous through intersections. Intersection improvements will involve the implementation of cross rides and improvements to cycling alignments through the intersection providing much needed safety improvements to a well established east-west cycling link, that provides access to a large number of neighbourhoods as well as major employment and commercial destinations.	East of Wonderland Street North to Adelaide Street North	01-Jun-20	30-Dec-20	London's urban bike lanes have measured daily cyclist volumes up to 180.	The separated boulevard paths are popular with commuters. However, conflicts exist at intersections. Intersection and safety improvements to provide an uninterrupted critical east west commuter cycling connections providing enhanced safety at critical intersections along a corridor that connects many neighbourhoods to numerous commercial designations and hubs, as well as other significant cycling corridors on Adelaide Street and Wonderland Road
Hale Street Bike Lanes	This project involves the implementation and construction of bike lanes as identified in the City's Cycling Master Plan to "fill a gap" between two existing commuter cycling routes	From Trafalgar Street to Dundas Street	01-Jun-20	30-Dec-20	London's urban bike lanes in this area have measured daily cyclist volumes up to 180.	This critical link will provide for direct and efficient access between the Hamilton Road Business area and the existing neighbourhoods while also providing the additional benefit of providing a link to the Kiwanis Park pathway system and popular commuter cycling connection.
Trafalgar Street Bike Lanes	This project involves the implementation and construction of bike lanes as identified in the City's Cycling Master Plan to "fill a gap" between two existing commuter cycling routes	From Hale Street to Highbury Ave	01-Jun-20	30-Dec-20	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	This project will provide much needed cycling infrastructure in an under served neighbourhood, providing safe an efficient connections to existing commuter cycling routes within the City of London.

SCHEDULE “D”
DESCRIPTION OF ANNUAL ALLOCATIONS

D1.0 ANNUAL ALLOCATIONS

D1.1 **Annual Declaration of OMCC Participation.** The Recipient will provide to the Province, on or before the Effective Date and annually thereafter, regardless of whether or not the Recipient chooses to participate in the OMCC Program in any Funding Year, an Annual Declaration of OMCC Participation in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

D1.2 **Province’s Review and Approval of Annual Declaration of OMCC Participation.** Upon receipt, the Province will review the Annual Declaration of OMCC Participation, together with any other declarations, reports or documents received from the Recipient pursuant to the Agreement, and may take one of the following actions: 1) approve it; 2) request for it to be modified and resubmitted for approval; or 3) refuse to approve it. Upon approval, at the Province’s sole discretion, Sub-schedule “D.1” (Table of Annual Allocations) will be amended and the Table of Annual Allocations deleted and replaced with a new table to capture any required changes.

D1.3 **Annual Allocation Maximum Amount.** The Annual Allocation in any Funding Year will be up to the amount set out in the updated Table of Annual Allocations, pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation), for that Funding Year.

D2.0 CHANGES TO ANNUAL ALLOCATIONS

D2.1 **Changes to Annual Allocations.** Subject to section D2.2 (Amending Agreement for Changes to Annual Allocations), the Parties agree that changes including, without limitation, the deletion and replacement of the Table of Annual Allocations in Sub-schedule “D.1” (Table of Annual Allocations) on a yearly basis pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation) will be made to the Annual Allocations.

D2.2 **Amending Agreement for Changes to Annual Allocations.** Any change made to the Annual Allocations, pursuant to section D2.1 (Changes to Annual Allocations), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SUB-SCHEDULE "D.1"
TABLE OF ANNUAL ALLOCATIONS

FUNDING YEAR	PARTICIPATION IN THE OMCC PROGRAM FOR THE FUNDING YEAR (YES/NO)	ANNUAL ALLOCATION FOR THE PROJECTS	RECIPIENT CONTRIBUTION	OTHER FINANCIAL CONTRIBUTION
2017-2018	YES	\$ 3,303,752.26		
2018-2019				
2019-2020				
2020-2021				
TOTAL		\$ 3,303,752.26		

**SUB-SCHEDULE “D.2”
FORM OF ANNUAL DECLARATION OF OMCC PARTICIPATION**

ANNUAL DECLARATION OF OMCC PARTICIPATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the authorized representative of the Recipient.]**
Address: **[Enter the address of the authorized representative of the Recipient.]**
Telephone: **[Enter the telephone number of the authorized representative of the Recipient.]**
Facsimile: **[Enter the facsimile number of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**

RE: Ontario Municipal Commuter Cycling Program (“OMCC Program”) - Annual Declaration of OMCC Participation

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. The Recipient will participate in the OMCC Program for the **[Enter the Funding Year.]** and requests funding for each of the projects listed in this declaration.

2. The Recipient has a population, as indicated in the applicable box at the end of each of the following statements:

a) of 15,000 individuals or greater.

yes no

b) less than 15,000 individuals.

yes no

3. The Recipient, as indicated in the applicable box at the end of each of the following statements:

a) has a municipal council approved cycling plan, a copy of which can be accessed at **[Enter the link.]** or is attached to this declaration, or both, and all the projects listed in this declaration for consideration for OMCC funding are supported by this plan.

yes no

b) if the Recipient's answer under a) above is no, will develop a cycling plan. Once the municipal council has approved the plan, the Recipient will submit a copy of it to the Province. The Recipient will then also provide to the Province a list of projects supported by the plan for the Province's consideration for OMCC funding.

yes no

4. If the Recipient has a population of 15,000 individuals or greater, the Recipient has not and will not use OMCC Funds for any project until the municipal council has approved the cycling plan under which the project is supported, and the Province has approved and added the project on the Eligible Projects List.

5. The Recipient is submitting the following projects for the Province's consideration for OMCC funding for the **[Enter the Funding Year.]**:

PROJECT TITLE	PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	CURRENT ESTIMATED WEEKDAY RIDERSHIP IN PROJECT AREA	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS	MAJOR ORIGIN/ DESTINATION	POTENTIAL VEHICLE TRIP REDUCTION

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

**SCHEDULE “E”
ELIGIBLE AND INELIGIBLE COSTS**

E1.0 DEFINITION

E1.1 **Definition.** For the purposes of this Schedule “E” (Eligible and Ineligible Costs):

“**Eligible Costs Date of Effect**” means:

- (a) the Effective Date; or
- (b) in the case of the 2017-18 Funding Year for Eligible Projects included in applications submitted by September 8, 2017, May 30, 2017.

E2.0 ELIGIBLE COSTS

E2.1 **Eligible Costs Date of Effect.** Eligible Costs can begin to accrue as of the Eligible Costs Date of Effect.

E2.2 **Scope of Eligible Costs.** Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the design and construction of an Eligible Project. Eligible Costs include, unless the Province otherwise provides in writing, only the following capital costs that are directly attributable to the commuter cycling component of the Eligible Project:

- (a) municipal council approved initial cycling plan and any update to the initial plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (b) municipal council approved active transportation plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (c) design and engineering;
- (d) materials to construct an Eligible Project;
- (e) labour to construct an Eligible Project; and
- (f) costs not listed in paragraphs E2.2 (a), (b), (c), (d) and (e) that the Province considers necessary for the successful implementation of an Eligible Project and which have received the prior written approval of the Province.

E3.0 INELIGIBLE COSTS

E3.1 Scope of Ineligible Costs. Unless a cost is considered an Eligible Cost pursuant to Article E2.0 (Eligible Costs), all other costs will be considered an Ineligible Cost. Without limitation, indirect costs listed in section E3.2 (Indirect Costs), the costs that are over and above the OMCC Program scope listed in section E3.3 (Costs Above Projects Scope), and the following costs will be considered, at the sole discretion of the Province, Ineligible Costs:

- (a) planning costs;
- (b) data collection;
- (c) tourism cycling infrastructure;
- (d) recreation cycling infrastructure;
- (e) low frequency cycling infrastructure;
- (f) multi-use infrastructure, unless it is primarily for commuter cycling and not primarily for other cycling, active transportation or other modes of transportation;
- (g) planning;
- (h) property acquisition, property costs, ancillary property acquisition costs and any interest in land;
- (i) administration/overhead by the Recipient, municipal staff and municipal project management;
- (j) legal;
- (k) maintenance or minor capital improvements to existing commuter cycling infrastructure;
- (l) landscaping;
- (m) maintenance work;
- (n) roadway works (if constructed at the same time as the Eligible Project, only the Eligible Project's Eligible Costs will be funded);
- (o) operational costs;
- (p) data collection required for the Usage Data Report;
- (q) communications events, including educational or promotional signage;
- (r) roadway lighting not specifically for commuter cycling infrastructure;
- (s) end of route or in-route support facilities, including but not limited to showers, change rooms, benches for resting;
- (t) data collection (other than capital costs associated with purchasing automatic bicycle counters) costs;
- (u) Recipient's regular business costs;
- (v) environmental assessment and other approval costs;
- (w) storage costs for projects which extend for more than one year;
- (x) financing charges;
- (y) pedestrian-only or motor vehicle infrastructure;
- (z) GIS mapping;
- (aa) in-kind contributions, including labour and materials;
- (bb) work initiated prior to May 30, 2017;

- (cc) non-commuter cycling infrastructure or other works located on or adjacent to the Eligible Project that is part of an Eligible Project;
- (dd) addition/modification of roadways, intersections or turning lanes for motor vehicles and that are not part of an Eligible Project;
- (ee) infrastructure additions/modifications that do not increase commuter cycling (e.g., decorative lighting and paving); and
- (ff) any other costs which are not specifically listed as Eligible Costs in section E2.2 (Scope of Eligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

E3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Costs and are not eligible for funding under the OMCC Program:

- (a) applying for provincial funding;
- (b) OMCC Program evaluation and audit, unless otherwise explicitly set out in the Agreement;
- (c) office space in a facility, including a maintenance and storage facility;
- (d) obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (e) costs associated with planning studies and project planning, other than those specified in the Eligible Projects List, including the Recipient's Official Plan and Transportation Master Plan;
- (f) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (g) any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Projects;
- (h) carrying costs incurred on the funding share of any funding partner;
- (i) municipal staff travel;
- (j) litigation costs, including any litigation costs, incurred by the Recipient in proceedings against the Province or the Recipient;
- (k) costs not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

E3.3. Costs Above Projects Scope. The Province will not fund expenditures related to activities undertaken as part of the Projects that are over and above the scope

of the Projects on the Eligible Projects List. These costs include, but are not limited to:

- (a) upgrading municipal services and utilities;
- (b) relocating municipal services and utilities unless specifically required for the Eligible Project;
- (c) upgrades to materials beyond pre-existing municipal standards; and
- (d) costs for Eligible Projects not completed by December 30, 2020.

SCHEDULE “F” REPORTING AND EVALUATION

F1.0 ANNUAL FINANCIAL REPORTS

- F1.1 Annual Financial Reports.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province an Annual Financial Report, in the form provided in section F5.3 (Form of Annual Financial Reports), on or before January 28 of each Funding Year. The Annual Financial Report will:
- (a) be certified by the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information), and identify any actual or potential financial issues in carrying out any of Eligible Projects, and corresponding mitigating strategies;
 - (b) account for all Eligible Costs incurred for each Eligible Project completed or in the process of being completed, and include appropriate confirmation that the Recipient has provided its 20% share of Eligible Costs for each Eligible Project;
 - (c) declare any interest earned on the Funds and the use of that interest for the implementation of any Eligible Project; and
 - (d) include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

F2.0 ANNUAL IMPLEMENTATION REPORTS

- F2.1 Annual Implementation Reports.** Unless the Province specifies otherwise in writing to the Recipient, the Recipient will submit to the Province an Annual Implementation Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report) certified by the senior financial officer of the Recipient identified in Schedule “B” (Recipient Information) and a professional engineer, identifying any actual or potential project, its current status and implementation issues in carrying out any Eligible Project and corresponding mitigating strategies, on or before January 28 in each Funding Year.
- F2.2 Annual Eligible Projects Declaration.** The Recipient will submit, together with each Annual Implementation Report, an Annual Eligible Projects Declaration in accordance with Article J3.0 (Annual Eligible Projects Declaration).

F3.0 FINAL REPORT

F3.1 **Final Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province a Final Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report), on or before February 28, 2021.

F3.2 **Aboriginal Consultation Reporting.** The Final Report will also include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it.

F4.0 USAGE DATA REPORTING

F4.1 Completion of post-project Evaluation.

- (a) Unless the Province otherwise agrees, at its sole discretion and in writing, the Recipient agrees to conduct a post-project evaluation of each Eligible Project for the first 24 months after each Eligible Project is opened for use.
- (b) The purpose of the post-project evaluations in paragraph (a) is to assist the Province in assessing the increase in commuter cycling resulting from each Eligible Project and the resultant GHG benefits.

F4.2 Usage Data Reports.

- (a) An Eligible Projects Usage Data Report will be submitted after each Eligible Project within 30 days of completing the required counts.
- (b) The Recipient will submit to the Province a Final Usage Data Report that summarizes all Eligible Projects Usage Data Reports no later than 60 days after March 31, 2023. Despite the above, if all of the data collection requirements in the Agreement have been met, the Recipient can submit the Final Usage Data Report earlier.
- (c) The Recipient will, in accordance with section F4.3 (Required Counts for an Eligible Projects Usage Data Report) and for the purpose of the Usage Data Reports, count the number of cyclists using the infrastructure built for each Eligible Project.
- (d) For each collection period, the Recipient will specify the day of the week, date and time of day the count was conducted, as well as the weather conditions at the time of the count.
- (e) The Recipient must submit two Eligible Projects Usage Data Report for each Eligible Project, one for first 12 months of operation and one for the

second 12 months of operation.

- (f) If the Recipient already has an established counting program, the Recipient can use it and submit extra data.

F4.3 Required Counts for an Eligible Projects Usage Data Report. The Recipient will collect the data for an Eligible Projects Usage Data Report using the following counting methods:

Automated Counters (Permanent and Portable)

- (a) If automated counters are installed for any Eligible Project, the Recipient will collect data for that Eligible Project using the automated counters.
- (b) The Recipient will collect data, under (a) above, on a 24-hour daily continuous basis for the timeframes specified in F4.4 (Data Collection Timeframe).

Manual Counts

If manual counts are carried out for a completed Eligible Project, the Recipient agrees to complete 3 counts in the same month for the timeframes specified in F4.4 (Data Collection Timeframe) as follows:

- (a) one count on a Tuesday, Wednesday or Thursday between 07:00 and 10:00;
- (b) a second count on the Tuesday, Wednesday or Thursday used for paragraph F4.3(a) for any two consecutive hours between 15:00 and 19:00; and
- (c) a third count on the Saturday preceding or following the counts in paragraphs F4.3(a) and (b) between 12:00 and 14:00.

F4.4 Data Collection Timeframe. The Recipient will collect data for the Usage Data Report after Substantial Completion of each Eligible Project. The Recipient will submit an Eligible Projects Usage Data Report for that Eligible Project to the Province..

Automated Counters (Permanent and Portable)

- (a) Recipients with automated counters will collect data for 24 consecutive months after an Eligible Project is opened for use, and aggregate those data as directed by the Province.
- (b) Recipients with permanent automated counters on the site of an Eligible

Project will collect data continuously for the first 24 months.

- (c) Recipients with portable automated counters, whether purchased with Funds or not, will collect data continuously 24 hours per day for seven consecutive days, twice in the first 12 months of operation at least five months apart, and twice in the second 12 months of operation at least five months apart..

Manual Counts

- (a) The Recipient will collect data as follows:
 - (i) If the Recipient's population is less than 15,000 individuals, the Recipient will collect data in September and May or July of each year for 24 months.
 - (ii) If the Recipient's population is 15,000 individuals or greater, the Recipient will collect data once per season (4 times per year) for 24 months.

F4.5 **Costs.** The Recipient will be responsible for its own costs in relation to the data collection, and the preparation and submission of the Usage Data Report.

F5.0 ADMINISTRATIVE PROCEDURE AND FORM

F5.1 **Administrative Procedures.** The Recipient will, when submitting Reports, follow the administrative procedures specified by the Province.

F5.2 **Form of Annual Implementation Reports and Final Report.** The Annual Implementation Reports and Final Report will be in a form satisfactory to the Province and will include all of the following:

- (a) a detailed description and status of work for each Eligible Project, whether under development or completed, for which Funds will be or have been used, including photographs;
- (b) projected completed date of each Eligible Project under construction or for which Funds are projected to be used to complete the Eligible Project by December 30, 2020;
- (c) how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied in the Funding Year;
- (d) copies of certificates of Substantial Completion for each Eligible Project;

- (e) a warrant for each Eligible Project that any required approval including, without limitation, land approval has been obtained and complied with;
- (f) details of how the objectives of the Province have been met;
- (g) if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it; and
- (h) any other information respecting the Projects the Province may, at its sole discretion, request.

F5.3 Form of Annual Financial Report. The Annual Financial Report will be in a form satisfactory to the Province and will include all of the following:

- (a) the Funds spent on each Eligible Project;
- (b) Eligible Costs of each Eligible Project;
- (c) funding provided by the Recipient and received from third party sources for each Eligible Project;
- (d) the amount of Funds in the interest bearing account at the beginning and end of each Funding Year;
- (e) the interest earned on the Funds and the use of the interest for the Eligible Costs of Eligible Projects;
- (f) Funds remaining in the interest bearing account by December 30, 2020; and
- (g) details on how the Province's interests, with respect to climate change by reducing vehicle trips and GHGs through increased commuter cycling, have been met.

F6.0 PUBLIC DOCUMENTS

F6.1 Public Documents. The Recipient acknowledges and agrees that the Reports and any other report will be public documents.

F7.0 CHANGES TO REPORTING

- F7.1 **Changes to the Reporting.** Subject to section F7.2 (Amending Agreement for Changes to the Reporting), the Parties agree that changes, as determined by the Province at its sole discretion, may be made to the reporting.
- F7.2 **Amending Agreement for Changes to the Reporting.** Any change made to the reporting, pursuant to section F7.1 (Changes to the Reporting), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 PURPOSE

G1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products to recognize the contributions of the Government of Ontario and the Recipient.

G2.0 GENERAL PRINCIPLES

G2.1 **Promotion.** The Recipient must promote each Eligible Project when opened for use by cyclists through communications activities and products as being funded by the province through Climate Action Plan funding. The Recipient must also promote that each Eligible Project’s purpose is to support GHG reduction by supporting increase commuter cycling.

G2.2 **Joint Communications.** The Recipient agrees to obtain the Province approval for all communications products and to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.

G2.3 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in any Eligible Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.

G2.4 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.

G2.5 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).

G2.6 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.

G.2.7 **Approval of Province.** All communications must reference the Government of Ontario and must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

G3.0 PROJECT COMMUNICATIONS

G3.1 **General.** All written communications concerning the Agreement and any Eligible Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G3.2 **Provincial Funding Statement.** All public information material made by the Recipient concerning the Agreement and any Eligible Projects will clearly indicate that the Eligible Project is partially funded by the Government of Ontario.

G3.3 Project Promotion.

- (a) The Recipient is responsible for the promotion and its activities and objectives within their jurisdiction. The Recipient will provide for each Eligible Project, as appropriate, project communications such as: a project web site, print, audiovisual and other communications about the Eligible Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues concerning the Agreement and any Eligible Project. The Province will advise the Recipient, where appropriate, about media inquiries.
- (d) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-OMCC Program specific communications. Each commits to acknowledging the other's involvement in the OMCC Program.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about each Eligible Project to the Province to support wider communications about the provincial funding.

G4.0 COMMUNICATING WITH THE PUBLIC

G4.1 General.

- (a) The Recipient will provide Notice to and consult with the Province, a

minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to any Eligible Project. This is to provide the Province with sufficient notice of key communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance Notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.

- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Agreement. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that a completed Eligible Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G3.3(b).

G4.2 Signing of the Agreement. The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

G4.3 Public Information Kits. The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the OMCC Program and any Eligible Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

G4.4 News Releases. The Recipient and the Province will issue joint news releases at relevant times in the life of each Eligible Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.

G4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.

- (a) The Recipient and the Province agree to hold news conferences at the

request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.

- (b) No public announcement relating to any Eligible Project, with the exception of those Notices described in paragraph G3.3(b), will be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

G4.6 Signage.

- (a) Prior to initiating construction and after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to each Eligible Project. The signage will be at least equivalent in size and prominence to the Recipient's and other contributors' signage. The signage will remain in place until 90 days after construction is completed.
- (b) The Recipient will provide and install, upon completion of each Eligible Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement for two years after the completion of the Eligible Project.
- (c) Except for signage acknowledging any Eligible Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage will be erected at each site by the Recipient.

G4.7 Communications Events. Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out project-related communications events, including educational and promotional signage.

G4.8 Joint Communications Events. If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.

G4.9 Monitoring and Compliance. The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

**SCHEDULE “H”
DISPOSAL OF AND REVENUES FROM ASSETS**

H1.0 DEFINITION

H1.1 **Definition.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H2.0 DISPOSAL OF ASSETS

H2.1 **Payment If Early Disposal.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time on or before December 30, 2031, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset other than to the Province, a Local Government or a Crown agent of the Province. Upon disposal of the Asset, the Recipient hereby undertakes to pay an amount equal to the percentage of Funds received from the Province for the Asset, forthwith on demand, as set out in the table below:

DISPOSAL PERIOD	PERCENTAGE OF FUNDS (IN CURRENT DOLLARS)
On or before December 30, 2022	100%
After December 30, 2022 and on or before December 30, 2025	75%
After December 30, 2025 and on or before December 30, 2029	50%
After December 30, 2029 and on or before December 30, 2031	25%
After December 30, 2031	0%

SCHEDULE "I" ABORIGINAL CONSULTATION PROTOCOL

11.0 DEFINITIONS

11.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section 12.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

12.0 ABORIGINAL CONSULTATION PLAN

12.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

12.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

12.3 **Provision of Plan to Province.** If, pursuant to section 12.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

12.4 **Changes to Plan.** The Province, in the Province's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I3.0 ABORIGINAL CONSULTATION RECORD

- I3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraph F1.1(d), subsection F3.2 (Aboriginal Consultation Reporting) and paragraph F5.2(g).

I4.0 RESPONSIBILITIES OF THE RECIPIENT

- I4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

- I4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I4.1 (Notification to and Direction from the Province).

SCHEDULE “J” CERTIFICATES AND DECLARATIONS

J1.0 PROCEDURES

J1.1 **Procedures.** The Recipient agrees that this Schedule “J” (Certificates and Declarations) will apply to the Projects.

J2.0 ANNUAL FUNDING CERTIFICATES

J2.1 **Timing and Documents.** The Recipient will submit Annual Funding Certificates to the Province, in the form provided in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate), signed by the senior financial of the Recipient identified in Schedule “B” (Recipient Information) and completed to the Province’s satisfaction, attesting, amongst other matters, that all Funds have been spent on Eligible Projects and Eligible Costs.

J2.2 **Timing of Annual Funding Certificate.** The Recipient will submit an Annual Funding Certificate to the Province, together with the Annual Financial Report, in each Funding Year.

J3.0 ANNUAL ELIGIBLE PROJECTS DECLARATION

J3.1 **Timing and Documents.** The Recipient will submit an Annual Eligible Projects Declaration to the Province, in the form provided in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration), signed by an approved Recipient representative and completed to the satisfaction of the Province.

J3.2 **Timing of Annual Eligible Projects Declaration.** The Recipient will submit the Annual Eligible Projects Declaration as a component of the Annual Implementation Report to the Province.

J4.0 SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

J4.1 **Timing and Documents.** The Recipient will submit to the Province, in the form provided in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion), a Solemn Declaration of Substantial Completion for each Eligible Project. The Recipient will include all of the documentation required in the Solemn Declaration of Substantial Completion and fully complete and execute the declaration.

J4.2 **Submission of Declarations of Substantial Completion.** The Recipient will submit the declaration(s) in each Funding Year as attachment(s) to the Annual Implementation Reports.

J5.0 FINAL ADJUSTMENTS

J5.1 **Final Adjustments.** After the Recipient has submitted its Final Report and before the Expiry Date, the Parties will jointly carry out a final reconciliation of all Funds in respect of the Project and make any adjustments required in the circumstances.

SUB-SCHEDULE "J.1"
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL FUNDING CERTIFICATE

ANNUAL FUNDING CERTIFICATE

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the Senior Financial Officer of the Recipient.]**
Address: **[Enter the address of the Senior Financial Officer of the Recipient.]**
Telephone: **[Enter the telephone number of the Senior Financial Officer of the Recipient.]**
Facsimile: **[Enter the facsimile number of the Senior Financial Officer of the Recipient.]**
Email: **[Enter the email address of the Senior Financial Officer of the Recipient.]**

ON BEHALF OF: **[Enter the Recipient's name.]**

RE: **Ontario Municipal Commuter Cycling (OMCC) Program - Annual Funding Certificate**

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[Enter the name and title of the senior financial officer of the Recipient listed in Schedule "B" (Recipient Information).]**, an authorized representative of the Recipient, having made such inquiries as I have deemed

necessary for this certificate, hereby certify that to the best of my knowledge, information and belief for Funding Year **[Enter the Funding Year.]**:

On and as of the date set out below:

1. Funds have only been expended on Eligible Projects listed on the Eligible Projects List, as described in Sub-schedule "C.1" (Eligible Projects List) of the Agreement, and the Eligible Projects funded this Funding Year are as listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
3. The Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate will be completed by December 30, 2020.
4. The work undertaken for Eligible Projects conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.
5. Any Funds the Recipient received before the Recipient's immediate need were placed in an interest bearing account in accordance with section A4.5 (Interest Bearing Account) of the Agreement, and any interest earned on the Funds is noted in Appendix A (Eligible Projects Funding Year) to this certificate and was used only as noted in the appendix.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

APPENDIX A
ELIGIBLE PROJECTS FOR FUNDING YEAR [Note: Enter the Funding Year.]

FUNDING YEAR	ELIGIBLE PROJECT	ELIGIBLE PROJECT START DATE	ELIGIBLE PROJECT END DATE	ELIGIBLE COSTS		RECIPIENT FUNDS EXPENDED		FUNDING FROM OTHER SOURCES USED		TOTAL ELIGIBLE PROJECT COSTS
				\$	% of Funds	\$	% of Total Eligible Project Costs	\$	% of Total Eligible Project Costs	
Total										

INTEREST ON FUNDS

- (a) The interest earned on the Funds for the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (b) The interest earned on the Funds since the Effective Date of the Agreement is **[\$x dollars]**.
- (c) The interest used towards the Eligible Costs of Eligible Projects in the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (d) The interest used for the Eligible Costs of Eligible Projects since the Effective Date of the Agreement is **[\$x dollars]**.

**SUB-SCHEDULE “J.2”
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL ELIGIBLE PROJECTS DECLARATION**

ANNUAL ELIGIBLE PROJECTS DECLARATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the authorized representative of the Recipient.]**
Address: **[Enter the address of the authorized representative of the Recipient.]**
Telephone: **[Enter the telephone number of the authorized representative of the Recipient.]**
Facsimile: **[Enter the facsimile number of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**

RE: Ontario Municipal Commuter Cycling Program - Annual Eligible Projects Declaration

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
 - c. and prior to the Recipient having used any of the Funds for an Eligible Project, the Recipient has complied with all of the requirements set out in paragraphs A32.1(c)(i), (ii) and (iii).
 - d. the Recipient has attached a valid certificate of insurance for the current Funding Year;
 - e. the Recipient has attached the municipal council approved enabling by-law for the current Funding Year;
 - f. the Recipient has met the 20% funding requirements for each Eligible Project implemented with Funds;
 - g. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for liens under that Act.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed on the Eligible Projects List

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

Witness Name:

Title:

SUB-SCHEDULE "J.3"
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the professional engineer.]**
Address: **[Enter the address of the professional engineer.]**
Accreditation: **[Enter the accreditation number of the professional engineer.]**
Telephone: **[Enter the telephone number of the professional engineer.]**
Facsimile: **[Enter the facsimile number of the professional engineer.]**
Email: **[Enter the email address of the professional engineer.]**

RE: Ontario Municipal Commuter Cycling Program - Solemn Declaration of Substantial Completion

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[Enter the name and title of the professional engineer.]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. I am the _____ **[Enter the title, department, or**

organization.], and as such have knowledge of the matters set forth in this declaration.

2. The projects listed below in this declaration are listed in Sub-schedule “C.1” (Eligible Projects List) to the Agreement as Eligible Projects. These Eligible Projects have reached Substantial Completion, as defined in the Agreement, as follows:

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	SUBSTANTIAL COMPLETION DATE FOR THE ELIGIBLE PROJECT

3. The value of the Eligible Costs for substantially completed work on each Eligible Project listed in section 2 above is as noted below:

ELIGIBLE PROJECT NAME	ELIGIBLE COSTS FOR THE ELIGIBLE PROJECT	RECIPIENT’S CONTRIBUTION TOWARDS THE ELIGIBLE COSTS OF THE ELIGIBLE PROJECT

4. The work for all Eligible Projects described in this declaration:
- a. was supervised and inspected by qualified staff;
 - b. conforms with the plans, specifications and other documentation for the work;
 - c. conforms with the Environmental Laws (as defined in the Agreement), and appropriate mitigation measures have been implemented; and
 - d. conforms with the requirements set out in paragraph A4.8(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

APPENDIX 'B'

Chair and Members
Civic Works Committee

#18033
February 21, 2018
(Establish Budget)

RE: Ontario Municipal Commuter Cycling (OMCC) Program
Thames Valley Parkway North Branch Connection
Capital Project PD1076 - Thames Valley Pathway North Branch (OMCC)
Capital Project PD2168 - Thames Valley Pathway North Branch (Tax Supported)
Capital Project PD1148 - Thames Valley Corridor Plan (Strategic Investment)
Capital Project PD2125 - New Thames Valley Pathway North Branch (Growth)

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated with reallocations from various approved Planning capital projects, supplemented by contributions from the Ontario Municipal Commuter Cycling (OMCC) Program and the London Community Fund (LCF). The detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>Committed to Date</u>	<u>Balance for Future Work</u>
<u>PD1076/PD2168/PD1148/PD2125 - Thames Valley Pathway North Branch</u>					
Engineering	\$838,868	\$600,000	\$1,438,868	\$512,180	\$926,688
Construction	2,400,000	2,725,752	5,125,752		5,125,752
City Related Expenses	10,000	3,000	13,000		13,000
NET ESTIMATED EXPENDITURES	3,248,868	3,328,752	6,577,620	512,180	6,065,440

SOURCE OF FINANCING

PD1076/PD2168/PD1148/PD2125 -

Thames Valley Pathway North Branch

Ontario Municipal Commuter Cycling (OMCC)	1)	\$0	\$3,303,752	\$3,303,752		\$3,303,752
Contribution from London Community Fund (LCF)	2)		25,000	25,000		25,000
Capital Levy:	3)					
PD217317 Maintain Sportspark		150,000		150,000		150,000
PD206318 Maintain Open Space		30,000		30,000		30,000
PD302018 Maintain Urban Parks		200,000		200,000		200,000
PD1023-15 Maintain District Parks		70,000		70,000		70,000
PD2124 2010 Thames Valley Parkway Upgr.		13,407		13,407		13,407
Federal Gas Tax:	3)					
PD213518-Maintain Thames Valley Pathway		\$50,000		50,000		50,000
PD2168-Thames Valley North Branch		348,868		348,868	348,868	0
Additional drawdown from Federal Gas Tax	4)	200,000		200,000		200,000
Debenture By-law W.-5630-332	3)					
PD1148 Thames Valley Corridor Plan		\$1,200,000		1,200,000	163,312	1,036,688
PD2124-13 New Thames Valley Parkway		63,500		63,500		63,500
PD2124-14 New Thames Valley Parkway		346,719		346,719		346,719
Drawdown from City Services-Parks & Rec. Reserve Fund (Dev. Charges):	3) & 5)					
PD2124 2010 Thames Valley Parkway Upgr.		38,160		38,160		38,160
PD2124-13 New Thames Valley Parkway		86,500		86,500		86,500
PD2124-14 New Thames Valley Parkway		451,714		451,714		451,714
TOTAL FINANCING		3,248,868	3,328,752	6,577,620	512,180	6,065,440

NOTES:

- 1) The City of London was approved an OMCC allocation of \$3,303,752.26 from the Province for fiscal year 2017/2018.
- 2) The London Community Fund (LCF) will be contributing \$25,000 for this project.
- 3) The City's contribution is available as Capital Levy, Federal Gas Tax, Debenture and City Services-Parks & Rec Reserve Fund drawdowns reallocated from various Planning capital projects.
- 4) The funding is available as a drawdown from Federal Gas Tax Reserve Fund; noting that this drawdown is from funding allocated for eligible TVP projects.
- 5) Development Charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

ms

Alan Dunbar
Manager of Financial Planning & Policy

2ND REPORT OF THE
RAPID TRANSIT IMPLEMENTATION WORKING GROUP

Meeting held on February 8, 2018, commencing at 4:30 PM, in Council Chambers, Second Floor, London City Hall.

PRESENT: S. Rooth (Chair), Mayor M. Brown, Councillors J. Helmer, P. Hubert, T. Park, P. Squire, H.L. Usher and M. van Holst; D. Sheppard and E. Southern, and B. Westlake-Power (Acting Secretary).

ABSENT: Councillors P. Hubert and H. Usher.

ALSO PRESENT: A. Dunbar, H. Beecroft, K. Burns, B. Hollingworth (IBI), C. James, A. Kemick, K. Paleczny, J. Ramsay, A. Rosebrugh, K. Scherr, S. Spring and E. Soldo.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

II. SCHEDULED ITEMS

2. Brief Project Status presentation covering RTIO Team changes, PIC#5 Outcomes, and TPAP Next Steps.

That it BE NOTED that the Rapid Transit Implementation Working Group received a presentation from J. Ramsay, Project Director Rapid Transit, as included in the February 8, 2018 agenda.

III. CONSENT ITEMS

3. 1st Report of the Rapid Transit Implementation Working Group

That it BE NOTED that the 1st Report of the Rapid Transit Implementation Working Group, from its meeting held on December 6, 2017, was received.

4. Municipal Council resolution from its meeting held on January 16, 2018 - 1st Report of the Rapid Transit Implementation Working Group

That it BE NOTED that a Municipal Council resolution, from its meeting held on January 16, 2018, with respect to the 1st Report of the Rapid Transit Implementation Working Group, was received.

IV. ITEMS FOR DISCUSSION

5. Brief to Rapid Transit Implementation Working Group - B. Brock

That the communication dated January 25, 2018, from B. Brock, with respect to a brief to the Rapid Transit Implementation Working Group on various matters, BE RECEIVED.

6. Expert Peer Review Panel

That it BE NOTED that the Rapid Transit Implementation Working Group (RTIWG) held a general rapid transit implementation discussion with the Peer Review Panel consisting of: P. May, Vice-President, Project Implementation, York Region Rapid Transit Corporation, W. Taveira, Project Manager, York Region, J. Gonsalves, BRT National Practice Leader, Parsons Brinckerhoff and B. Radstrom, Manager of Service Development, Winnipeg Transit; it being noted that the attached backgrounder and presentation, was provided to the RTIWG members with respect to this matter.

7. Pilot High Occupancy Vehicle Lanes

That it BE NOTED that the proposal submitted by Councillor M. van Holst, with respect to a pilot project for high occupancy vehicle lanes, as a test of bus rapid transit traffic modelling, was received.

8. Proactive Planting of Replacement Trees

That it BE NOTED that the proposal submitted by Councillor M. van Holst, with respect to proactively planting replacement trees for use along the rapid transit route, was received.

V. DEFERRED MATTERS/ADDITIONAL BUSINESS

9. Resignation of Councillor Armstrong

That it BE NOTED that a Municipal Council Resolution, from its meeting held on January 30, 2018, regarding Councillor Armstrong's resignation from the Rapid Transit Implementation Working Group, was received.

VI. ADJOURNMENT

The meeting adjourned at 6:35 PM.

NEXT MEETING DATE: April 12, 2018.



Rapid Transit Implementation Working Group – February 8, 2018

BRT Expert Panel

Paul May, P.Eng.

Vice-President, Project Implementation

York Region Rapid Transit Corporation (YRRTC)

Paul joined the York Region Rapid Transit Corporation in 2009. He is responsible for the design, construction and all implementation aspects of the VivaNext Rapid Transit project, a \$1.75B Bus Rapid Transit program. Paul was also responsible for the integration and coordination of transit facilities with the recently opened Toronto-York Spadina Subway Extension.

Paul has been employed by the Regional Municipality of York since 1988. Prior to this position, Paul was the Director of Infrastructure Planning, responsible for the planning of major roads, transit, water and wastewater projects, and the development of the York Region's infrastructure Master Plans.

Wilson Taveira, P.Eng.

Project Manager

York Region

Wilson has over 15 years of experience in the engineering design of transportation and transit infrastructure projects, half of those spent on the delivery of Design-Build Bus Rapid Transit projects in York Region and Mississauga.

Wilson's project management experience has touched on various stages of the implementation of these transit projects including utility relocation and the evolution of the VivaNext detailed design. Wilson has also worked closely with various transit operations in the GTA through his work on the Mississauga Transitway and VivaNext BRT corridors.



Jack Gonsalves, P.E.

BRT National Practice Leader

Parsons Brinckerhoff

Jack is responsible for Corporate BRT marketing initiatives and also serves as the organization's BRT technical resource. Jack has been instrumental in working on the ground floor of this emerging technology for Parsons Brinckerhoff in the Pacific Northwest and now nationwide. Jack has been extensively involved in a variety of BRT planning and design in cities like Seattle, Portland, Denver, Salt Lake City, Vancouver, San Antonio, and Las Vegas.

His diverse experience of 24 years ranges from public works to heavy civil construction management with increasing responsibilities and management roles. Most recently, his experience has centered on the design of multimodal transit infrastructure and facilities, specifically on BRT facilities.

Bjorn Radstrom, P. Eng.

Manager of Service Development

Winnipeg Transit

Bjorn Radstrom is the Manager of Service Development for Winnipeg Transit, where he oversees all aspects of schedules, service planning, route planning, infrastructure planning, and strategic planning. He was also the project manager for the planning and preliminary design phases of Stage 2 of Winnipeg's Southwest Transitway, the largest infrastructure project ever undertaken by the City of Winnipeg.

Rapid Transit Implementation Working Group

February 8, 2018

WWW.SHIFTLONDON.CA



BRT Expert Panelists

- Paul May, York Region Rapid Transit Corporation (VIVA)
- Bjorn Radstrom, City of Winnipeg
- Wilson Taveira, Metrolinx
- Jack Gonsalves, WSP

WWW.SHIFTLONDON.CA



What did we discuss?

- Design criteria used for the project
- BRT Corridor designs
- BRT stop design
- Local transit integration
- Construction and phasing
- Operations and maintenance

WWW.SHIFTLONDON.CA



Key Meeting Messages

- “Stand your ground on exclusive lanes”; these are critical to the success of the network
- Median BRT lanes are preferable to curbside running
- Excellent pedestrian amenities are central to BRT
- Don't compromise early on the design
- Consider intuitive design to minimize potential for confusion of transit passengers and other road users

WWW.SHIFTLONDON.CA



Design & Operations

- Dedicated lanes ensure reliable transit service; also reduce potential conflicts & increases safety for general traffic in urban areas
- Environmental Assessment should plan for the ultimate corridor design
- There may be opportunities to optimize the design at some stations and locations
- Suggestion for education campaigns, signs and markings, to explain how traffic works with BRT

WWW.SHIFTLONDON.CA



Next Steps & Implementation

- Be prepared for the design to evolve between completion of the Environmental Assessment (TPAP) and opening day
- Risk assessment of cost estimate to manage contingency
- Selection of implementation phasing should consider balance of ridership potential and ease of implementation

WWW.SHIFTLONDON.CA





Questions for the Panel?

WWW.SHIFTLONDON.CA   

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER
SUBJECT:	COMMENTS ON ENVIRONMENTAL BILL OF RIGHTS (EBR) REGISTRY - ONTARIO'S GUIDELINE ON COMMUNITY EMISSIONS REDUCTION PLANNING

RECOMMENDATION

That, on the recommendation of the Managing Director, Environment & Engineering Services & City Engineer, the comments and discussion **BE ENDORSED** and submitted to the Ministry of the Environment and Climate Change's Environmental Bill of Rights Registry posting (EBR 013-2083) titled *Guideline on Community Emissions Reduction Planning*. The due date for comments is March 4, 2018.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Relevant recent reports that can be found at www.london.ca under City Hall (Meetings) include:

- Report to the August 29, 2017 Civic Works Committee (CWC) Meeting, Community Energy Action Plan – Status Update (Agenda Item #11)
- Report to the August 22, 2016 CWC Meeting, Ontario's Climate Change Action Plan – Initial Impact and Alignment with London's Current Plans, Programs and Projects (Agenda Item #14)
- Report to the June 8, 2016 Civic Works Committee (CWC) Meeting, Community Energy Action Plan – Update and Status (Agenda Item #10)
- Report to the July 21st 2014 Civic Works Committee (CWC) Meeting, Community Energy Action Program (Agenda Item #16)

STRATEGIC PLAN 2015-2019

Municipal Council has recognized the importance of climate change adaptation, climate change mitigation, sustainable energy use, related environmental issues and the need for a more sustainable city in its 2015-2019 - Strategic Plan for the City of London ([2015 – 2019 Strategic Plan](#)). Specifically, actions undertaken by the provincial government can support London's efforts in both climate change mitigation and adaptation and address all four Areas of Focus, at one level or another, as follows:

Strengthening Our Community

- Vibrant, connected and engaged neighbourhoods
- Healthy, safe, and accessible city

Growing our Economy

- Urban regeneration
- Local, regional, and global innovation
- Strategic, collaborative partnerships

Building a Sustainable City

- Robust infrastructure
- Convenient and connected mobility choices
- Strong and healthy environment
- Responsible growth

Leading in Public Service

- Proactive financial management
- Collaborative, engaged leadership
- Excellent service delivery

BACKGROUND

PURPOSE:

The purpose of this report is to provide Committee and Council with:

- A summary of the Ontario Ministry of Environment and Climate Change (MOECC) proposal titled, “Guideline on Community Emissions Reduction Planning”; and
- The City of London’s comments on the proposed guideline for approval and forwarding to the Environmental Bill of Rights (EBR) Registry.

CONTEXT:

The City of London does not have direct control over how much energy is used in London, but it does have influence. The control over energy use in London rests primarily with our citizens, visitors, employers and employees. Individual and collective action with respect to sustainable energy use, energy management, and energy conservation is critical for our future.

Since the early 1990s, the City of London has been interested in energy use in London primarily for environmental reasons, namely that Londoners’ contribution to both smog-forming emissions and greenhouse gas emissions come primarily from fossil fuel energy use. London’s 2014-2018 Community Energy Action Plan built upon the interrelationship between fossil fuel energy use and GHG emissions.

London, along with many other municipalities in Ontario and across Canada, have incorporated climate change mitigation and greenhouse gas emission reduction planning within the development, implementation and advancement of municipal/community energy plans. This approach is strongly supported by the Ministry of Energy, Ministry of the Environment & Climate Change, Association of Municipalities of Ontario (AMO), and the Federation of Canadian Municipalities (FCM). City staff are also playing a leadership role within Quality Urban Energy Systems of Tomorrow (QUEST) Canada, a leading organization for community energy planning.

Ontario’s Climate Change Action Plan was released in June 2016, and as noted:

Ontario intends to fund the development of Community Energy Plans and Climate Action Plans (and their supporting data) with greenhouse gas pollution inventories for municipalities and First Nation and Métis communities that currently do not have these plans. These programs would include training and guidance to help communities access energy use data for their community energy planning and mapping.

The government would support collaborative, community-based and data-driven approaches to carbon reduction. This would include district-wide mapping that integrates gas, electricity, heating and cooling, water, transportation, waste consumption and building data into a single platform to enable district-wide decisions. Applications would include distributed generation opportunities, detailed emissions analysis, targeted conservation spending and improved benchmarking.

The Ministry of the Environment and Climate Change (MOECC) is seeking feedback on a draft Guideline which will support implementation of actions under *Ontario’s Five-Year Climate Change Action Plan, 2016-2020* as well as land-use policies for those municipalities within the province’s *Growth Plan for the Greater Golden Horseshoe (2017)*.

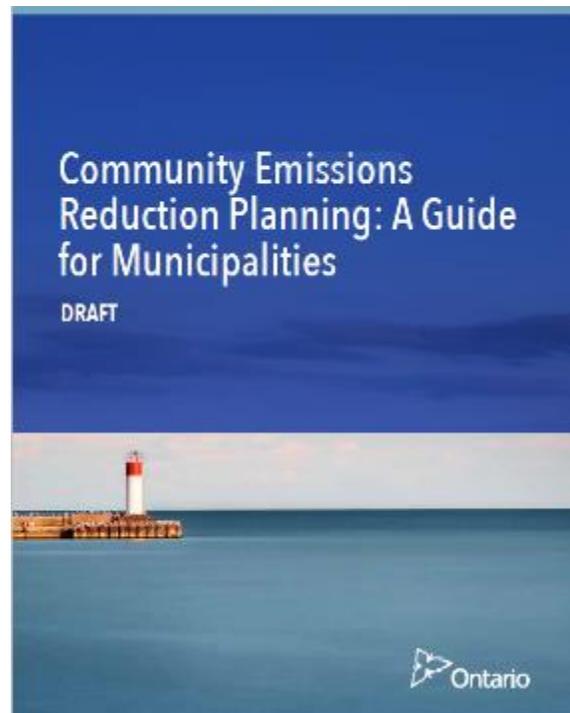
“This Guideline is intended to help municipalities in Ontario develop quantitative, targeted strategies for supporting their communities in making the transition to a low carbon future. The increasing role of municipalities in responding to climate change is a long term, global trend that began in Ontario nearly 30 years ago” (MOECC, December 2017).

DISCUSSION

Part A - Overview of the Proposed Guideline on Community Emissions Reduction Planning

The draft Guideline is a comprehensive 235 page long document that will serve as a resource tool for municipalities in completing greenhouse gas (GHG) inventories and developing community emissions reduction plans. The eight-page Executive Summary of the draft Guideline has been provided in 'Appendix A'.

The draft Guideline was built on existing programs and protocols and information received from municipalities and other practitioners. This included meetings and workshops hosted by the Municipal Caucus of QUEST Ontario as well as the Clean Air Council. City of London staff provided comments and suggestions to MOECC staff via these organizations during the development of the draft guideline.



City of London staff also participated in one-on-one interviews with the MOECC project team in order to provide information about London's Community Energy Action Plan and associated energy and GHG emissions inventory practices. Two specific examples of the City of London's current practices are cited within the draft Guideline:

- Our cost-effective approach to preparing annual energy & GHG emissions inventories, and
- Our commitment to report on a wide-range of energy and GHG performance indicators on an annual basis.

The draft Guideline contains the following information which can be used to achieve measurable GHG reductions:

- Rationale and contextual information on the relationship between low carbon communities and land use planning, as well as information on municipal decision-making and the role of municipalities in climate action planning;
- A step-by-step process, along with relevant information and resources, for completing greenhouse gas inventories, setting targets (which are recommended to align with provincial targets), modelling and scenario development, and developing community emissions reduction plans, including engagement;
- An overview of land use and infrastructure planning and decision making tools which would ensure effective implementation of community emissions reductions plans (i.e. municipal official plans, zoning by-laws, corporate strategic plans, municipal asset management plans);
- Performance measures which will provide an indication of whether the municipality has met the goals and objectives consistent with Ontario's land use policies related to climate change as well as *Ontario's Five-Year Climate Change Action Plan, 2016-2020*; and,
- An overview of best practices, case studies, tools and resources, including funding programs, which municipalities and practitioners could explore to achieve the intended outcomes of the community emissions planning process.

This information above has been presented in a way that offers recommended levels of effort and complexity (i.e., basic, intermediate, advanced) for various planning activities from which municipalities can choose from based upon their specific local needs.

London's 2014-2018 Community Energy Action Plan (CEAP) currently employs a mix of all three levels of effort and complexity, suggesting that London is one of the more advanced Ontario communities with respect to community emissions reduction and energy planning.

There are no specific financial impacts to London associated with the draft guideline. However, it is widely recognized that future financial investments in energy efficiency and climate change mitigation initiatives will be required, as future emissions reduction targets require increasingly more actions from residents, businesses, and institutions to make these reductions.

Part B - Comments to be Submitted to the EBR Registry (#013-2083)

City staff recommend that the following comments be submitted to the EBR posting:

1. The Province of Ontario is to be commended for recognizing the role that municipalities have been playing in community energy planning and greenhouse gas emission reduction planning. The City of London encourages the province to continue to work in partnership (e.g., technically, knowledge transfer, financially) with municipal governments in order to achieve our mutual emission reduction goals.
2. The City of London encourages the Province to continue to work with Ontario municipalities through active and ongoing participation in existing organizations and programs such as the Clean Air Council, the Federation of Canadian Municipalities (FCM) Partners for Climate Protection, and QUEST Ontario.
3. The City of London encourages the Province to play an active role in connecting those municipalities at the early stages of emission reduction planning and implementation with these existing organizations and programs in order to encourage the ongoing sharing of best practices between Ontario municipalities.
4. The City of London encourages the Province to support this Guideline with the development of a common sets of tools (e.g., GHG cost-abatement calculation tools) and resources (e.g., access to datasets on an annual basis for energy commodity use by major sector, vehicle registration data, local electricity generation, etc.) to reduce the amount of municipal staff time and financial resources spent on these planning activities.
5. The City of London recommends that the Province's new Municipal Action Plan Program (name and program details still being developed by MOECC) be an annual program, with an identified amount assigned to communities for a minimum of five years. Since the Municipal GHG Challenge Fund is already a competitive funding program, it is essential that municipalities have a known funding stream each year to allow for longer term planning to implement projects and programs that require behaviour change and community and business collaboration. For many municipalities, the "easy to implement" programs and projects have already been undertaken. The next generation of emissions reduction programs and projects will be more complex and challenging, yet potentially more impactful.

CONCLUSION

The Guideline will be a useful resource for the development of the 2019-2022 Community Energy Action Plan, which will begin in March 2018. This will involve community engagement on the goals, actions, requirements, and commitments to be incorporated into the 2019-2022 CEAP. The draft 2019-2022 CEAP will be submitted to CWC later in 2018.

PREPARED BY:	
JAMIE SKIMMING, P.ENG. MANAGER – AIR QUALITY	
REVIEWED AND CONCURRED BY:	RECOMMENDED BY:
JAY STANFORD, M.A., MPA. DIRECTOR, ENVIRONMENT, FLEET & SOLID WASTE	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER

\\cfile1\ESPS\$\Shared\Administration\Committee Reports\CWC 2018 20 - Ontario Guideline for Community Emissions Reduction Planning
EBR comments.docx

Appendix A: Executive Summary – Draft Guideline on Community Emissions Reduction Planning

- c: John Fleming, Managing Director, Planning and City Planner
George Kotsifas, P.Eng., Managing Director, Development and Compliance Services and Chief Building Official
Edward Soldo, P.Eng., Director, Roads & Transportation
Scott Mathers, P.Eng., Director, Water & Wastewater
Gregg Barrett, Manager, Long Range Planning and Research

Appendix A

Draft Guideline on Community Emissions Reduction Planning

Executive Summary

THE CONTEXT

This Guideline is intended to help municipalities in Ontario develop quantitative, targeted strategies for supporting their communities in making the transition to a low carbon future. The increasing role of municipalities in responding to climate change is a long term, global trend that began in Ontario nearly 30 years ago.

The Guideline is intended to support Ontario municipalities for two key purposes:

1. To support actions under Ontario's Five Year Climate Change Action Plan 2016-2020 (CCAP). CCAP envisions a significant role for municipalities in the fight against climate change with two new funding programs: the Municipal Action Plan Program which supports community GHG reduction planning, and the Municipal GHG Challenge Fund which supports community GHG reduction projects. The Guideline will serve as a resource tool for municipalities that are participating in these two programs.
2. New policy direction in the Growth Plan for the Greater Golden Horseshoe, 2017 (Policy 4.2.10.2) made under the Coordinated Provincial Plans Review encourages municipalities to develop GHG reduction plans, through official plan conformity, to develop strategies to reduce greenhouse gas emissions within their communities, to complete greenhouse gas inventories for a range of sources, and to establish interim and long-term greenhouse gas reduction targets that support provincial targets and reflect the goal of low-carbon communities and to monitor progress towards the achievement of these targets.

Beyond providing guidance on how to comply with these new mandates, the Guideline also helps municipalities of all sizes and contexts understand their influence on greenhouse gas emissions, and how to plan their communities so that the goal of reducing greenhouse gas emissions is aligned with other community social and economic goals and can be used to provide direction on other provincial policies related to climate change.

The Provincial Policy Statement, 2014 (PPS) contains policies related to climate change. For example, Section 1.8.1 states "Planning authorities shall support energy conservation and efficiency, improved air quality, reduced greenhouse gas emissions, and climate change adaptation through land-use and development patterns." Municipalities or planning authorities are required to amend their official plans to be consistent with PPS policies including policies on climate change.

The recent amendment of the Planning Act through Bill 68 (Modernizing Ontario's Municipal Legislation Act, 2017) includes as a matter of provincial interest "the mitigation of greenhouse gas emissions and adaptation to a changing climate".

Further, the Building Better Communities and Conserving Watershed Act, 2017 (Bill 139) will amend the Planning Act to support climate change action by requiring climate change mitigation and adaptation policies in municipal official plans. The Guideline could be used to carry out a background study to identify actions that reduce greenhouse gas emissions and to inform climate change mitigation policies in municipal official plans.

THE PIVOTAL ROLE OF MUNICIPALITIES

Municipalities have a pervasive if mostly indirect impact on the level of greenhouse gas emissions in the community, although the GHG impacts of municipal land-use and infrastructure policies and practices are often not recognized.

Many municipal planning decisions made today will still be having environmental impacts well into the future. In the case of infrastructure investments and land-use plans, particularly those related to intensification in urban areas, density in greenfield areas and the creation of complete, low-carbon communities, the environmental consequences continue for centuries. This leads to “lock-in”: a situation where past decisions limit the options and increase the costs for future decisions. In the context of community energy and emissions planning, this makes the longest term decisions among the most urgent.

ALIGNING MUNICIPAL GOALS AND OBJECTIVES

There is very often alignment between the priority goals and aspirations of community planning and the objective of lowering greenhouse gas emissions. In fact, a great deal of the moderation of greenhouse gas emissions growth that has already taken place has been a side effect of trends and measures that have been driven by goals other than GHG emission reduction. For example, energy efficiency developments can be key elements of strategies for local economic development, job creation and self-reliance. Public health policy advocates promote a variety of measures that also reduce greenhouse gas emissions, including active transportation infrastructure, green roofs, urban forestry, and reduced emissions from fossil fuel combustion.

THE ENERGY AND EMISSIONS PLANNING PROCESS

Community energy and emissions planning begins by developing a quantitative understanding of the community’s greenhouse gas emissions (the inventory) and systematically identifying the ways in which municipalities can, and often already do, influence the level of community emissions.

6 Stages to a Low-Carbon Municipality

Community Process

Set up a steering committee.

Identify & establish the partnerships needed to produce the emissions inventory.

Engage influencers & stakeholders in setting the target. Or, explain the rationale of the current target.

INVENTORY

1

2

3

PREPARATION

Develop a terms of reference, identify the governance structure and complete a situational analysis that describes the planning context.

Undertake a GHG inventory (corporate and community). Analyse municipal expenditures and spheres of influence.

TARGET SETTING

Establish short, medium and long-term GHG targets.

Technical Process

**LEVEL OF
COMPLEXITY**
FOR IMPLEMENTATION

BASIC

INTERMEDIATE

ADVANCED

Work with influencers & stakeholders to identify alignments/conflicts between planning goals & aspirations.

SCENARIOS & ACTIONS



Implement identified policies, partnerships, bylaws & other opportunities identified in the plan. Deploy the support of influencers & stakeholders.



Work with partners to share data, assess progress, and continuously improve the plan.

MONITORING & EVALUATION



IMPLEMENTATION

Complete a business as usual scenario and identify low carbon actions. Develop low carbon scenarios that include the actions. Undertake analysis of the co-benefits associated with the scenarios.

Identify policies and mechanisms to implement the preferred low carbon scenario. Integrate the community energy and emissions plan with the Official Plan and other policies, plans and strategies. Develop an investment strategy.

Develop and implement a monitoring and evaluation plan.

BASIC

INTERMEDIATE

ADVANCED

The Guideline includes six stages in the development of a community energy and emissions plan (CEEP) and each stage builds on the preceding one. Tasks are described for each of the stages, with detailed methodological guidance and references to complementary existing tools and resources. Tasks give rise to outcomes and the combination of all the outcomes constitutes the community energy and emissions plan. Municipalities may also elect to apply methods other than those described in this guideline in order to achieve the outcomes described in Table 2.

This Guideline recognizes the varying complexities of municipal efforts in undertaking community energy and emissions planning. The Guideline has been developed to allow for flexibility for municipalities across the province to participate in programs and undertake actions based on local circumstances. To this end, the Guideline describes three streams for each stage: basic, intermediate and advanced. Municipalities can choose the stream, or combination of streams, that best suits their context. The outcomes for each stage are similar; however, the process to arrive at those outcomes varies. For simplicity, this Guideline assumes a general correlation between the population of the municipality and the sophistication of the approach, but small municipalities may also elect to choose the intermediate or advanced stream depending on resources and ambition.

Engagement

The engagement process should involve a steering committee with diverse stakeholders from within the local government and more broadly in the community. The structure of this committee will vary according to the context of the municipality. Various municipal staff, decision-makers, stakeholders and the public will also be involved throughout the planning process. There are numerous ways to structure engagement in planning process inputs, plan content development, document reviews, and other aspects of the planning process.

Table 1. Suggested roles in the development of a CEEP

	Public	Steering committee	Municipal staff	Council
Terms of reference (Stage 1)		Participate	Lead	Approve
Plan development (Stages 2–6)	Participate	Participate	Participate	Participate
Draft CEEP	Review	Review/Recommend	Review	Review
Final CEEP				Approve

Municipal operations

The Guideline describes the method for completing a GHG inventory and strategies to reduce GHG emissions from local government operations. GHG emissions from local government operations are typically a small portion of the total GHG emissions from a community. Understanding and managing these GHG emissions is important firstly in terms of reducing costs, secondly to demonstrate leadership and thirdly to learn about the implementation of strategies first hand. In developing the corporate GHG inventory, the municipality should follow the accounting protocols of the Federation of Canadian Municipalities and ICLEI-Local Government for Sustainability's Partners for Climate Protection program or the Local Government Operations Protocol. While the corporate and community GHG inventories are undertaken separately, the CEEP as a whole applies an integrated lens to corporate and community GHG emissions.

THE ENERGY AND EMISSIONS PLANNING OUTCOMES

Each of the six stages of the CEEP have specific outcomes. In combination, these outcomes form the municipality's community energy and emissions plan, which incorporates the GHG inventory and GHG emissions reduction targets. The CEEP supports the actions under the CCAP, including requirements of the Municipal GHG Challenge Fund and the climate change policies of the Growth Plan for the Greater Golden Horseshoe, 2017, as well as supporting municipalities in the implementation of other provincial direction related to climate change action and identifying a low carbon pathway that delivers multiple community benefits.

Table 2. The stages and outcomes of the CEEP

Stage	Required outcomes	Relative level of effort	Page reference
Preparation	Terms of reference Situational analysis that describes the current planning context	20%	56
Inventories	GHG inventory (corporate and community) Spheres of influence analysis Financial inventory	15%	63
Target setting	GHG targets	5%	90
Actions and alternative scenarios development	Actions catalogues Scenarios Analysis of co-benefits	25%	97
Implementation	Policies and mechanisms analysis Integration with the Official Plan and other policies, plans and strategies Investment strategy	30%	127
Monitoring and evaluation	Monitoring and evaluation plan	5%	148

Community Energy and Emissions Plan

CONCLUSION

The Government of Ontario has established provincial GHG reduction targets of 15% below 1990 levels by 2020, 37% below 1990 levels by 2030, and 80% below 1990 levels by 2050. These targets require a transformation in the energy system and built environment, a transformation which can result in multiple other societal benefits, for example on health and economic development. At the municipal scale, the official plan and other existing municipal planning tools implicitly influence GHG emissions by determining land-use patterns, transportation and transit options, and other characteristics of the built environment and can be used to create complete, low-carbon communities. The community energy and emissions planning process quantifies these relationships and identifies strategies to reduce GHG emissions while considering additional benefits for employment, economic development, improved health outcomes and others. This Guideline is a step-by-step approach to developing a GHG inventory, identifying GHG targets and developing a community energy and emissions plan.

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR - ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER
SUBJECT	MEMORANDUM OF UNDERSTANDING WITH THE CANADIAN PLASTICS INDUSTRY ASSOCIATION AS PART OF THE LONDON WASTE TO RESOURCES INNOVATION CENTRE

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste, the attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting to be held on March 6, 2018 to:

- a) authorize and approve a Memorandum of Understanding with the Canadian Plastics Industry Association with respect to advancing our joint waste to resources (waste management, diversion and/or conversion into products with beneficial uses) objectives with the mutual understanding that the combined expertise, influence and commitment are better applied together to support common goals attached as Schedule "A" to the by-law; and
- b) authorize the Mayor and the City Clerk to execute the Memorandum of Understanding authorized and approved in a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Relevant reports that can be found at www.london.ca under City Hall (Meetings) include:

- Memorandum of Understanding with Bio-TechFar Inc. as Part of the London Waste to Resources Innovation Centre (June 7, 2017 meeting of the Civic Works Committee (CWC), Item #5)
- Memorandum of Understanding with Hawthorne Green Key Group as Part of the London Waste to Resources Innovation Centre (June 7, 2017 meeting of the CWC, Item #6)
- Memorandum of Understanding with Try Recycling Inc. as Part of the London Waste to Resources Innovation Centre (June 7, 2017 meeting of the CWC, Item #7)
- Memorandum of Understanding with the University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources) as Part of the London Waste to Resources Innovation Centre (December 12, 2016 meeting of the CWC, Item #8)
- Update and Next Steps: London Waste to Resources Innovation Centre and Green Shields Energy (October 4, 2016 meeting of the CWC, Item #10)
- Preliminary Concept for a London Waste to Resources Innovation Centre (February 3, 2015 meeting of the CWC, Item #4)

STRATEGIC PLAN 2015-2019

Municipal Council has recognized the importance of solid waste management, climate change, other related environmental issues and innovation in its 2015-2019 - Strategic Plan for the City of London ([2015 – 2019 Strategic Plan](#)) as follows:

Building a Sustainable City

- Strong and healthy environment

Growing our Economy

- Local, regional, and global innovation

Leading in Public Service

- Proactive financial management
- Excellent service delivery

BACKGROUND

PURPOSE

The purpose of this report is to provide Civic Works Committee and Council with a non-binding Memorandum of Understanding (MoU) to be signed by the City of London and the Canadian Plastics Industry Association (CPIA). In brief, the MoU sets out the mutual intentions of the City and CPIA to advance their joint waste to resources (waste management, diversion and/or conversion into products with beneficial uses) objectives. The MoU is based upon the mutual understanding that the combined expertise, influence and commitment of the parties are better applied together to support their common goals. This particular MoU is for a General Arrangement (Step 1) noting that any Formal Agreements (Step 2) would come back through Committee and Council.

CONTEXT

Municipal Council's Strategic Plan 2015-2019

The London Waste to Resources Innovation Centre is listed as a component of London's Strategic Plan 2015-2019 under local, regional and global innovation.

February 9, 2015 Council Direction - London Waste to Resources Innovation Centre

At its February 9, 2015 meeting, Council approved and adopted the following recommendation with respect to the London Waste to Resources Innovation Centre:

- a) *the concept of a London Waste to Resources Innovation Centre BE APPROVED IN PRINCIPLE; it being noted that the Centre would build upon the numerous innovative activities that have already occurred to date and are being planned for 2015 and 2016;*
- b) *the Civic Administration BE DIRECTED to:*
 - i) *identify potential partners, projects, resource requirements and funders;*
 - ii) *obtain initial feedback from potential partners; and,*
 - iii) *develop a scope of work for the London Waste to Resources Innovation Centre concept;*

London Waste to Resources Innovation Centre (LWRIC)

The primary goals of LWRIC are to:

- build on the existing foundation of traditional and innovative projects to divert waste from landfill and create value added products from residues and waste;
- create a focal point (location or locations) for the ongoing examination of innovative solutions for waste reduction, resource recovery, energy recovery and/or waste conversion into value-added materials, chemicals, heat and power;

- establish partnerships and collaborations between government, academia and businesses to synergistically build on existing strengths to create opportunities to prevent waste, to create products of value from waste, and to solve existing waste management challenges; and
- be known as an innovative centre of excellence with shared facilities and resources providing leadership, implementing best practices, undertaking leading edge research, providing knowledge and support to industry, while educating and training students, researchers and postdoctoral fellows in the various fields of resource and waste management.

Current MoUs

The City has four MoUs approved by Council (with further details provided in Appendix B):

- Bio-TechFar Inc; approved June 2017 with a current expiry date of December 31, 2019;
- Hawthorne Green Key Group; approved June 2017 with a current expiry date of June 30, 2020;
- Try Recycling; approved June 2017 with a current expiry date of December 31, 2019; and
- University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources); approved December 2016 with a current expiry date of December 31, 2019.

One MoU has expired:

- Green Shields Energy; expired December 31, 2017.

Direction of the Provincial Government

Waste Free Ontario Act, 2016

In November 2015, the Minister of the Environment and Climate Change (MOECC) introduced a new legislative framework for managing waste in Ontario under Bill 151, *Waste Free Ontario Act (WFOA)*. Bill 151 received Royal Assent in June 2016 and was proclaimed November 30, 2016.

Strategy for a Waste-Free Ontario: Building the Circular Economy

MOECC published the final Strategy for a Waste-Free Ontario: Building the Circular Economy in February 2017, a requirement of the WFOA, which outlines a road map for resource recovery and waste reduction for Ontario. It also:

- sets a vision and goals including interim waste diversion goals for 2020, 2030 and 2050;
- articulates key government actions to support implementation of the vision and goals; and
- identifies performance measures to measure progress towards achieving the vision and goals.

The Strategy focuses on moving Ontario towards a circular economy described as “a system where nothing is wasted and valuable materials destined for landfill are put back into the economy without negative effects on the environment.” This approach – a circular economy – has the potential to reduce greenhouse gas emissions, save and better utilize scarce resources, create jobs and create financial opportunities. To fulfil the vision, the Strategy has two visionary goals:

- a zero waste Ontario; and
- zero greenhouse gas emissions from the waste sector.

DISCUSSION

Step 1 – Memorandum of Understanding – General Arrangement

The first step in formalizing a working relationship with CPIA is to enter into a non-binding MoU. The MoU sets out the short-term objective of collaboration between the City and CPIA which includes carrying out research and development projects which generate knowledge, expertise and trained personnel with a focus on valorization of waste plastic (resource residues); and share waste plastic resources management expertise (policy, technology, education, sustainability frameworks) with the industry partners, Western University/Institute of Chemicals and Fuels from Alternative Resources (Western/ICFAR) and other stakeholders.

The responsibilities of the City are to include:

- Share waste management knowledge and expertise with CPIA and other partners including Western/ICFAR;
- Assist with funding applications and discussions/negotiations with potential partners;
- Provide access to the boardroom and education room in the Material Recovery Facility (MRF), W12A Landfill Site and other City facilities (Attachment A);
- Participate in project development, design and/or implementation;
- Participate, when available, in discussions, tours and related activities;
- Provide solid waste materials, in appropriate quantities, for resource recovery;
- Participate and/or make available resources to assist with student research;
- Assist with reporting, being available for media interviews and related matters; and
- Keep London Municipal Council informed of progress.

The responsibilities of CPIA are to include:

- Carry out research and development projects supported by grants, contracts which generate knowledge, expertise and trained personnel with a focus on valorization of waste plastic resources residues with the agreement and jointly with the City of London and other partners;
- Share waste plastic resources management expertise (policy, technology, education, sustainability frameworks) with the City, with the industry partners and Western/ICFAR;
- Act as window of access to plastic industry expertise and networking opportunities for the City, government agencies, Western/ICFAR and potential industry partners to maximize synergies of expertise, infrastructure and resources;
- Proactively engage in conversations with the City, industry partners, government(s) and Western/ICFAR to ensure continuous review and improvement of current initiatives and development of new projects; and
- Promote the partnership with the City and its successes within CPIA's membership and broadly to governments and other stakeholders through webinars, conferences and other CPIA communication channels.

Step 2 – Formal Agreement for Demonstration Pilot Projects

The City and CPIA will work together to develop a Formal Agreement(s) to undertake activities that involve capital works, contracts with funding agencies, contracts with secondary educational institutions, private companies and investors. Any Formal Agreement will follow the same approval processes as this General Arrangement and require Council approval.

ACKNOWLEDGEMENTS

This report was prepared with assistance from Mike Losee, Division Manager, Solid Waste Management. This report has followed the template for by-law approval and MoU signing approved by the City Clerk and Legal Services.

PREPARED AND SUBMITTED BY:	RECOMMENDED BY:
JAY STANFORD, M.A., M.P.A. DIRECTOR, ENVIRONMENT, FLEET & SOLID WASTE	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER

\\\\clfile1\ESPS\$\Shared\Administration\Committee Reports\CWC 2018 1 - CPIA.docx

Appendix A A by-law to authorize and approve a Memorandum of Understanding between Canadian Plastics Industry Association, and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding

Schedule A Memorandum of Understanding

Attachment A Overview of City of London Solid Waste Management Facilities

Attachment B Overview of the Canadian Plastics Industry Association

Appendix B Existing and Previous Memorandums of Understanding

c Carol Hochu, President & CEO, Canadian Plastics Industry Association, 5955 Airport Rd #125, Mississauga, Ontario L4V 1R9

Joseph P. Hruska, Vice President Sustainability, Canadian Plastics Industry Association, 5955 Airport Rd #125, Mississauga, Ontario L4V 1R9

Appendix A

Bill No.
2018

By-law No. A.-

A by-law to authorize and approve a Memorandum of Understanding between Canadian Plastics Industry Association, and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

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

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

AND WHEREAS it is deemed appropriate for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with the Canadian Plastics Industry Association to carry out research and development projects which generate knowledge, expertise and trained personnel with a focus on valorization of waste plastic (resource residues); and share waste plastic resources management expertise (policy, technology, education, sustainability frameworks) with the industry partners, Western University/Institute of Chemicals and Fuels from Alternative Resources (Western/ICFAR) and other stakeholders;

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

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

1. The Memorandum of Understanding between The Corporation of the City of London and Canadian Plastics Industry Association, attached as Schedule A to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Memorandum of Understanding authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council March 6, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

Schedule A

Memorandum of Understanding

Between

The Corporation of the City of London (“City”)

And

Canadian Plastics Industry Association (CPIA)

Whereas the City has established a special policy area in the City’s Official Plan, referred to as the Waste Management and Resource Recovery Area, that plans for the continued evolution of the W12A Landfill and nearby lands into an “Integrated Waste Management Centre” that utilizes environmentally responsible and sustainable operations and practices and achieves a high standard of compatibility with its environs and neighbours;

Whereas the remaining life expectancy of the W12A Landfill as of January 1, 2017 is approximately eight years or less;

Whereas the City wishes to examine, support, conduct research and/or implement projects under the broad classification(s) of resource recovery, energy recovery and/or waste conversion within the special policy area, in other locations in London, or in collaboration with others outside of London as part of its continuous improvement system for solid waste management. The continuous improvement system is described in several public documents including City of London Continuous Improvement System for Waste Management (1997), A Road Map to Maximize Waste Diversion in London (2007) and Road Map 2.0 The Road to Increased Resource Recovery and Zero Waste (2013);

Whereas the City wishes to pursue projects, relationships and partnerships for the purposes of innovation, creativity, best practices and excellence in solid waste management and is proposing to operate, subject to final Municipal Council approval, under a banner known as the London Waste to Resources Innovation Centre (LWRIC);

Whereas CPIA which represents the Canadian plastics value chain has the aspirational goal of Zero Plastics to landfill, endorses Sustainable Materials Management practices such as reduction, reuse, recycling and recovery under London’s broad classification(s) of resource recovery, energy recovery and/or waste conversion, CPIA now wants to extend its relationship and in partnership with the City for mutual benefits;

Whereas CPIA has various research and policy interests in the broad sector of solid waste plastics resource management that represent significant secondary resource management current and future opportunities at the local, regional, Canada-wide and international levels;

Whereas the City and CPIA recognize that the current framework direction for waste management and waste diversion in Ontario has been set through the *Waste Free Ontario Act, 2016* and the Strategy for a Waste-Free Ontario: Building the Circular Economy (February 2017); and

Whereas the City and CPIA recognize that the current set policy framework direction for waste resource management and diversion in Ontario to support a Circular Economy also requires a Sustainable Materials Management life cycle approach to be more environmentally, economically and socially sustainable to manage all plastics (and other waste resources) to achieve the aspirational goal of no plastics to landfill through Integrated Waste Resource Management recovery systems that make use of a hierarchy of technologies from conventional recycling to advanced resource recovery technologies.

1.0 Purpose of the Memorandum

This Memorandum of Understanding (“MoU”) is intended to set out the mutual intentions of the City and CPIA to advance their joint waste conversion, resource and energy recovery and policy objectives. The MoU is based upon the mutual understanding that the combined expertise, influence and commitment of the parties are better applied together to support their common goals. The MoU establishes the non-legally binding framework and set of principles for enhanced and focused coordination and collaboration to support their shared interests in waste diversion, waste conversion and resource and energy recovery.

The parties to this MoU acknowledge that if they wish to jointly carry out specific initiatives that may arise out of this MoU, they will have to engage in further discussion and prepare necessary agreements to define, authorize and execute, among other things, each party’s roles and responsibilities, resource allocation and other details.

The MoU is not an exclusive arrangement and does not restrict either party from pursuing their mandates either on their own or in collaboration with any other party.

2.0 Short Term Objective

The short term objective of the collaboration between the City and CPIA is to:

- build on the existing foundation of traditional and innovative projects to divert waste from the landfill and create value added products from waste plastic resources;
- create a focal point (location or locations) for the ongoing examination of innovative solutions for waste reduction, resource recovery, energy recovery and/or waste conversion;
- work on and promote research and other innovations to support overall policy changes and improvements to current legislated frameworks of the Province that will recognize and include Sustainable Materials Management life cycle and Circular Economy practices and frameworks to continuously improve environmental, economic and social sustainability of society;
- establish partnerships and collaborations between government, academia and businesses to build on existing strengths to create opportunities to prevent waste, to create products of value from waste plastic resources and other materials, and to solve existing waste resource management challenges;
- be known as a Centre of Excellence with resources providing leadership, implementing best practices, undertaking leading edge research, providing support and/or training, and providing resources for industry, academia and others in the various fields of resource and waste management; and
- be it known that CPIA is one of a number funding partners in the University of Western Ontario/Institute for Chemicals and Fuels from Alternative Resources (Western/ICFAR) to support overall research and policy goals of CPIA and the City of London through advanced research on new products and advanced innovative technologies to manage plastic and other solid waste resources.

3.0 General Arrangement

This MoU sets out the General Arrangement between the parties that will be the basis for working together.

The responsibilities of the City are to include:

- Share waste management knowledge and expertise with CPIA and other partners including Western/ICFAR;

- Assist with funding applications and discussions/negotiations with potential partners;
- Provide access to the boardroom and education room in the Material Recovery Facility (MRF), W12A Landfill Site and other City facilities (Attachment A);
- Participate in project development, design and/or implementation;
- Participate, when available, in discussions, tours and related activities;
- Provide solid waste materials, in appropriate quantities, for resource recovery;
- Participate and/or make available resources to assist with student research;
- Assist with reporting, being available for media interviews and related matters; and
- Keep London Municipal Council informed of progress.

The responsibilities of CPIA are to include:

- Carry out research and development projects supported by grants, contracts which generate knowledge, expertise and trained personnel with a focus on valorization of waste plastic resources residues with the agreement and jointly with the City of London and other partners (Attachment B);
- Share waste plastic resources management expertise (policy, technology, education, sustainability frameworks) with the City, with the industry partners and Western/ICFAR;
- Act as window of access to plastic industry expertise and networking opportunities for the City, government agencies, Western/ICFAR and potential industry partners to maximize synergies of expertise, infrastructure and resources;
- Proactively engage in conversations with the City, industry partners, government(s) and Western/ICFAR to ensure continuous review and improvement of current initiatives and development of new projects; and
- Promote the partnership with the City and its successes within CPIA's membership and broadly to governments and other stakeholders through webinars, conferences and other CPIA communication channels.

4.0 Formal Agreement

The parties agree to work together to develop a Formal Agreement to undertake activities that involve capital works, contracts with funding agencies, contracts with private companies and investors.

The Formal Agreement will follow the same approval processes as this General Arrangement.

5.0 Effective Date and Duration

This MoU will come into effect upon the date it has been signed by all signatories and will remain in effect until March 31, 2020.

This MoU will be reviewed two months prior to the anniversary date and any agreed to amendments added to the MoU. Substantive changes will trigger the approval process for the MoU and this determination is at the discretion of the City and CPIA.

A participant may withdraw from this MoU by providing a sixty (60) written notice to the other parties.

This MoU is subject to approval processes required by each of the parties.

DATED this _____ day of _____.

IN WITNESS WHEREOF:

THE CORPORATION OF THE CITY OF LONDON

By:

Name: Matt Brown

Title: Mayor

By:

Name: Catharine Saunders

Title: City Clerk

I/We have authority to bind the City.

Canadian Plastics Industry Association (CPIA)

By:

Name: Carol Hochu

Title: President & CEO

By:

Name: Joseph P. Hruska

Title: Vice President Sustainability

I/We have authority to bind the corporation.

ATTACHMENT A

OVERVIEW OF CITY OF LONDON WASTE MANAGEMENT FACILITIES (www.london.ca)

The City contributes to the health of the environment and its citizens through appropriate collection and management of garbage, recyclables, yard materials, household special waste, and other designated waste materials. This involves providing pick-up and drop-off services within London, processing and creating products of value from compostable/recyclable/reusable materials; and disposing of garbage in an environmentally responsible manner, including the ongoing monitoring and management of closed landfills and other sites producing methane.

To support these services the City owns and operates an array of Solid Waste diversion and disposal assets valued at over \$64 Million. These range from public waste and recycling bins, to drop off depots and one active landfill (W12A) and many closed landfill sites.

The City also owns a centralized Material Recovery Facility (MRF) which provides recycling services to London and several neighbouring communities. The MRF was newly constructed in 2011 and is operated and maintained by an outside contractor.

Drop off locations (Community EnviroDepots) are provided for special wastes including household special waste, yard materials, electronics, scrap metal, tires, roofing, etc. Solid Waste is responsible for maintaining these assets in serviceable condition between replacement cycles, ensuring compliance with Provincial regulations and maintaining the continuity of solid waste services to the citizens of London and other customers.

General household waste is primarily collected by the City while recycling pick-up and processing services are contracted out. The City owns and operates a fleet of garbage truck.

The W12A Landfill consists of a number of assets including landfill cells, buildings, leachate and gas collection systems and stormwater maintenance ponds. This facility operates within its Operation Plan, with additional disposal cells being brought online to accommodate waste in accordance with its Environmental Compliance Approval. Based on projected use, the current landfill will reach capacity in about 2023, at which point it will require an expansion (or other long term disposal solution) to provide the city with the space needed to meet its future needs.

The W12A buildings (Incl. Site Works & Equipment) includes the roads, curbs and landscaping as well as the administration, maintenance and scale house buildings. The W12A Leachate Collection System collects and conveys leachate for treatment. This system is capable of meeting the current City's needs and is expanded as new disposal cells are constructed. The Landfill Gas Collection System collects and conveys landfill gas to the on-site landfill gas flare for destruction. This system is capable of meeting current City's needs and is expanded as new disposal cells are constructed.

On-site W12A Stormwater Management Ponds and site drainage infrastructure collect and treat surface runoff from snow and rain that impact the site. Maintenance occurs on a planned basis, with investments identified through regular inspections.

Any expansion or examination of alternatives will be undertaken as per the requirements of the Environmental Assessment Act.

Buffer land is comprised of City owned land adjacent or near the W12A Landfill that has been acquired to provide an appropriate buffer from existing operations and to provide buffering for possible future landfill expansion and resource recovery facilities. It is expected that additional land will be acquired for these purposes over the next several years.

ATTACHMENT B

OVERVIEW OF THE CANADIAN PLASTICS INDUSTRY ASSOCIATION

CPIA Profile www.plastics.ca

Since 1943, the Canadian Plastics Industry Association (CPIA) has been the voice of the Canadian plastics industry.

With over 2,422 companies employing 76,530 workers, Canada's \$17.6 billion plastics industry is a sophisticated, multi-faceted sector encompassing plastic products manufacturing, machinery, moulds, and resins.

CPIA is a dynamic, member driven, not-for-profit association dedicated to the growth of plastics businesses and helping the industry reach its full potential.

We are an advocacy association and we speak with one powerful voice to improve environmental, economic and social sustainability through the benefits of plastics across all sectors of society.

CPIA's Areas of Focus:

Reputation Enhancement & Outreach

We create a more positive public and political climate for the industry by proactively promoting the benefits of plastics through our Intelligent Plastics campaign.

Post-Use Resource Recovery Leadership

We work with government and the private sector to increase recycling and energy recovery rates.

Issues & Opportunities Management

CPIA educates and promotes the environmental, economic and social benefits of plastics, defends the industry against specific product attacks, and fosters innovation.

CPIA is fully committed to building upon the industry's long history of innovation and achievement by taking advantage of new opportunities, building the plastics brand image and meeting industry challenges as they arise.

We work with governments and partners across the country on a number of groundbreaking recycling initiatives and advanced resource recovery initiatives.

Through relationships with similar associations around the world, we are efficiently and effectively promoting and protecting plastics globally.

Through forums and other networking events, CPIA brings together leaders in the industry to share ideas, discuss business opportunities, and promote trade and innovation.

Mission

To be the trusted national voice and chief advocate for plastics in Canada, providing leadership on pivotal issues and policies throughout the plastics lifecycle and promoting and defending the sustainable economic, environmental and social benefits of the plastics industry and our products.

Vision

An increasing appreciation for & use of plastics, driven by a responsible and globally competitive Canadian industry.

APPENDIX B

EXISTING AND PREVIOUS MEMORANDUMS OF UNDERSTANDING

The City has four Memorandums of Understanding (MoUs) approved by Council:

- **Bio-TechFar Inc.** – a working relationship to undertake testing and research; write and present reports; develop data/information including a feedstock inventory; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from biomass waste that would normally be sent to recycling and/or disposal facilities. Bio-Techfar have developed a proprietary pyrolysis technology, referred to as the BT-100/500, that has successfully converted a range of biomass materials into pyrolysis-oil and pyrolysis-char for both energy and non-energy applications. Bio-Techfar now wants to increase the technology throughput for biomass materials such as forestry residuals, agricultural residuals, yard waste and other industrial or municipal biomass materials/waste streams. The expiry date of this MoU is December 31, 2019.
- **Hawthorne Green Key Group** – a working relationship designed to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from waste that would normally be sent to recycling and/or disposal facilities. Hawthorne has the Canadian rights to a proprietary pyrolysis technology that has successfully converted a range of biomass materials into energy, chemicals and/or fuels, now wants to determine the viability of this technology on solid waste materials, including mixed solid waste, commonly known as household garbage. The expiry date of this MoU is June 30, 2020.
- **Try Recycling Inc.** – a working relationship to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of a range of technologies and processes to create resources from waste that would normally be sent to disposal facilities. Try has proprietary and other expertise related to the successful conversion of a range of waste materials into products with beneficial uses, in particular, the conversion of organic wastes into compost and various construction, renovation and demolition (CR&D) wastes into beneficial products. The expiry date of this MoU is December 31, 2019.
- **University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources - ICFAR)** – a working relationship covering the broad sectors of solid waste management, biomass management and related sectors that produce waste materials. ICFAR is a research facility with proprietary technologies and expertise that have contributed to the successful conversion of a range of materials into energy, chemicals and inert materials. Western has identified Environmental Sustainability and Green Energy as an area of research strength and ICFAR/Western has various research interests in the field of biomass conversion technologies and management and wishes to coordinate R&D activities, including multi-disciplinary, multi-institutional waste-to-resource initiatives, for the purpose of using the broad expertise to valorize biomass and organic wastes into marketable products at the local, regional, Canada-wide and international levels. The expiry date of this MoU is December 31, 2019.

The City has one expired MoU as follows:

- **Green Shields Energy (GSE)** – this was a working relationship designed to explore the viability of a Gas Phase Reduction (GPR) technology for managing solid waste. This technology had already been proven to manage a range of material including pesticides, soil, sediment, sludge, high-strength oils, tar, watery wastes, wood

wastes, brominated fire retardants, CFC refrigerants. It has not been thoroughly tested to handle mixed solid waste (household garbage), source separated organics (Green Bin) materials, mixed plastic waste, etc. GPR is a process for the conversion of organic material to methane rich gas also known as synthetic gas or syngas. The process comprises heating vaporized organic material in the presence of an excess amount of hydrogen gas and superheated steam to produce a methane rich fuel syngas. The syngas can be converted to various fuels or burned directly to create energy. The MoU expired on December 31, 2017. Reasons for the expiration included technology patent challenges, lack of confirmation of government grants and project financing challenges.

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR - ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER
SUBJECT	MEMORANDUM OF UNDERSTANDING WITH RESOURCE ENERGY DEVELOPMENT OF CANADA LTD. AS PART OF THE LONDON WASTE TO RESOURCES INNOVATION CENTRE

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste, the attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting to be held on March 6, 2018 to:

- a) authorize and approve a Memorandum of Understanding Resource Energy Development of Canada Ltd. with respect to advancing our joint waste to resources (waste management, diversion and/or conversion into products with beneficial uses) objectives with the mutual understanding that the combined expertise, influence and commitment are better applied together to support common goals attached as Schedule "A" to the by-law; and
- b) authorize the Mayor and the City Clerk to execute the Memorandum of Understanding authorized and approved in a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Relevant reports that can be found at www.london.ca under City Hall (Meetings) include:

- Memorandum of Understanding with Bio-TechFar Inc. as Part of the London Waste to Resources Innovation Centre (June 7, 2017 meeting of the Civic Works Committee (CWC), Item #5)
- Memorandum of Understanding with Hawthorne Green Key Group as Part of the London Waste to Resources Innovation Centre (June 7, 2017 meeting of the CWC, Item #6)
- Memorandum of Understanding with Try Recycling Inc. as Part of the London Waste to Resources Innovation Centre (June 7, 2017 meeting of the CWC, Item #7)
- Memorandum of Understanding with the University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources) as Part of the London Waste to Resources Innovation Centre (December 12, 2016 meeting of the CWC, Item #8)
- Update and Next Steps: London Waste to Resources Innovation Centre and Green Shields Energy (October 4, 2016 meeting of the CWC, Item #10)
- Preliminary Concept for a London Waste to Resources Innovation Centre (February 3, 2015 meeting of the CWC, Item #4)

STRATEGIC PLAN 2015-2019

Municipal Council has recognized the importance of solid waste management, climate change, other related environmental issues and innovation in its 2015-2019 - Strategic Plan for the City of London ([2015 – 2019 Strategic Plan](#)) as follows:

Building a Sustainable City

- Strong and healthy environment

Growing our Economy

- Local, regional, and global innovation

Leading in Public Service

- Proactive financial management
- Excellent service delivery

BACKGROUND

PURPOSE

The purpose of this report is to provide Civic Works Committee and Council with a non-binding Memorandum of Understanding (MoU) to be signed by the City of London and the Resource Energy Development of Canada Ltd. (RediCan). In brief, the MoU sets out the mutual intentions of the City and RediCan to advance their joint waste to resources (waste management, diversion and/or conversion into products with beneficial uses) objectives. The MoU is based upon the mutual understanding that the combined expertise, influence and commitment of the parties are better applied together to support their common goals. This particular MoU is for a General Arrangement (Step 1) noting that any Formal Agreements (Step 2) would come back through Committee and Council.

CONTEXT

Municipal Council's Strategic Plan 2015-2019

The London Waste to Resources Innovation Centre is listed as a component of London's Strategic Plan 2015-2019 under local, regional and global innovation.

February 9, 2015 Council Direction - London Waste to Resources Innovation Centre

At its February 9, 2015 meeting, Council approved and adopted the following recommendation with respect to the London Waste to Resources Innovation Centre:

- a) *the concept of a London Waste to Resources Innovation Centre BE APPROVED IN PRINCIPLE; it being noted that the Centre would build upon the numerous innovative activities that have already occurred to date and are being planned for 2015 and 2016;*
- b) *the Civic Administration BE DIRECTED to:*
 - i) *identify potential partners, projects, resource requirements and funders;*
 - ii) *obtain initial feedback from potential partners; and,*
 - iii) *develop a scope of work for the London Waste to Resources Innovation Centre concept;*

London Waste to Resources Innovation Centre (LWRIC)

The primary goals of LWRIC are to:

- build on the existing foundation of traditional and innovative projects to divert waste from landfill and create value added products from residues and waste;
- create a focal point (location or locations) for the ongoing examination of innovative solutions for waste reduction, resource recovery, energy recovery and/or waste conversion into value-added materials, chemicals, heat and power;

- establish partnerships and collaborations between government, academia and businesses to synergistically build on existing strengths to create opportunities to prevent waste, to create products of value from waste, and to solve existing waste management challenges; and
- be known as an innovative centre of excellence with shared facilities and resources providing leadership, implementing best practices, undertaking leading edge research, providing knowledge and support to industry, while educating and training students, researchers and postdoctoral fellows in the various fields of resource and waste management.

Current MoUs

The City has four MoUs approved by Council (with further details provided in Appendix B):

- Bio-TechFar Inc; approved June 2017 with a current expiry date of December 31, 2019;
- Hawthorne Green Key Group; approved June 2017 with a current expiry date of June 30, 2020;
- Try Recycling; approved June 2017 with a current expiry date of December 31, 2019; and
- University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources); approved December 2016 with a current expiry date of December 31, 2019.

One MoU has expired:

- Green Shields Energy; expired December 31, 2017.

Direction of the Provincial Government

Waste Free Ontario Act, 2016

In November 2015, the Minister of the Environment and Climate Change (MOECC) introduced a new legislative framework for managing waste in Ontario under Bill 151, *Waste Free Ontario Act (WFOA)*. Bill 151 received Royal Assent in June 2016 and was proclaimed November 30, 2016.

Strategy for a Waste-Free Ontario: Building the Circular Economy

MOECC published the final Strategy for a Waste-Free Ontario: Building the Circular Economy in February 2017, a requirement of the WFOA, which outlines a road map for resource recovery and waste reduction for Ontario. It also:

- sets a vision and goals including interim waste diversion goals for 2020, 2030 and 2050;
- articulates key government actions to support implementation of the vision and goals; and
- identifies performance measures to measure progress towards achieving the vision and goals.

The Strategy focuses on moving Ontario towards a circular economy described as “a system where nothing is wasted and valuable materials destined for landfill are put back into the economy without negative effects on the environment.” This approach – a circular economy – has the potential to reduce greenhouse gas emissions, save and better utilize scarce resources, create jobs and create financial opportunities. To fulfil the vision, the Strategy has two visionary goals:

- a zero waste Ontario; and
- zero greenhouse gas emissions from the waste sector.

DISCUSSION

Step 1 – Memorandum of Understanding – General Arrangement

The first step in formalizing a working relationship with RediCan is to enter into a non-binding MoU. The MoU sets out the short-term objective of collaboration between the City and RediCan which includes undertaking testing and develop data/information on the viability of the Concord Blue Reformer® advanced thermal conversion technology to be delivered and constructed by Lockheed Martin Canada to manage various types of organic feedstocks, including biomass, bio-solids, solid waste materials, including mixed solid waste, commonly known as household garbage. This will be done through research at an off-site location housing a demonstration facility or by constructing and operating a pilot-scale facility containing an advanced thermal conversion system that is designed for demonstrating the effectiveness of the process for the conversion of various organic feedstocks and waste streams.

The responsibilities of the City are to include:

- Assist with all approvals (e.g., Ministry of the Environment & Climate Change MOECC, City of London zoning, etc.);
- Provide land in the special policy area (Waste Management Resource Recovery Area) as a host site for three years with an option to renew for additional years subject to Council approval as part of the Formal Agreement (Section 4.0);
- Bring services (water, sanitary and hydro) to the location of the pilot scale facility subject to Council approval as part of the Formal Agreement (Section 4.0);
- Provide access to the boardroom and education room in the Material Recovery Facility (MRF);
- Participate, when available, in discussions, tours and related activities;
- Provide reasonable quantities of residual waste (garbage) and biomass materials for conversion;
- Assist with reporting, being available for media interviews and related matters;
- Possible sharing of other City resources; and
- Keep London Municipal Council informed.

The responsibilities of RediCan are to include:

- Obtain all necessary approvals and licenses;
- Construct and operate the pilot scale facility and all associated costs including utilities;
- Evaluate and report the results of the research and development work; and
- Provide overview reports quarterly to the City of London highlighting activities undertaken, key non-proprietary results and related matters noting that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.

Step 2 – Formal Agreement for Demonstration Pilot Projects

The City and RediCan will work together to develop a Formal Agreement(s) to undertake activities that involve capital works, contracts with funding agencies, contracts with secondary educational institutions, private companies and investors. Any Formal Agreement will follow the same approval processes as this General Arrangement and require Council approval.

ACKNOWLEDGEMENTS

This report was prepared with assistance from Mike Losee, Division Manager, Solid Waste Management. This report has followed the template for by-law approval and MoU signing approved by the City Clerk and Legal Services.

PREPARED AND SUBMITTED BY:	RECOMMENDED BY:
JAY STANFORD, M.A., M.P.A. DIRECTOR, ENVIRONMENT, FLEET & SOLID WASTE	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER

\\cfile1\ESPS\$\Shared\Administration\Committee Reports\CWC 2018 1 - RediCan.docx

Appendix A A by-law to authorize and approve a Memorandum of Understanding between Resource Energy Development of Canada Ltd., and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding

Schedule A Memorandum of Understanding

Attachment A Overview of City of London Solid Waste Management Facilities

Attachment B Primer – Concord Blue Reformer® Advanced Thermal Conversion Technology

Appendix B Existing and Previous Memorandums of Understanding

c Michael T. Appleby, Founder, RediCan Biofuels c/o Weir, Nakon, 710-1290 Central Pkwy West, Mississauga, Ontario L5C 4R3

Appendix A

Bill No.
2018

By-law No. A.-

A by-law to authorize and approve a Memorandum of Understanding between Resource Energy Development of Canada, Ltd., and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

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

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

AND WHEREAS it is deemed appropriate for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with Resource Energy Development of Canada Ltd. to carry out testing and develop data/information on the viability of the Concord Blue Reformer® advanced thermal conversion technology to be delivered and constructed by Lockheed Martin Canada to manage various types of organic feedstocks, including biomass, bio-solids, solid waste materials, including mixed solid waste, commonly known as household garbage. This will be done through research at an off-site location housing a demonstration facility or by constructing and operating a pilot-scale facility containing an advanced thermal conversion system.

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

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

1. The Memorandum of Understanding between The Corporation of the City of London and Resource Energy Development of Canada Ltd., attached as Schedule A to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Memorandum of Understanding authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council March 6, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

Schedule A

Memorandum of Understanding

Between

The Corporation of the City of London (“City”)

And

[Resource Energy Development of Canada, Ltd.] (“RediCan”)

Whereas the City has established a special policy area in the City’s Official Plan, referred to as the Waste Management and Resource Recovery Area, that plans for the continued evolution of the W12A Landfill and nearby lands into an “Integrated Waste Management Centre” that utilizes environmentally responsible and sustainable operations and practices and achieves a high standard of compatibility with its environs and neighbours;

Whereas the remaining life expectancy of the W12A Landfill as of January 1, 2017 is approximately eight years or less;

Whereas the City wishes to examine, support, conduct research and/or implement projects under the broad classification(s) of resource recovery, energy recovery and/or waste conversion within the special policy area, in other locations in London, or in collaboration with others outside of London as part of its continuous improvement system for solid waste management. The continuous improvement system is described in several public documents including City of London Continuous Improvement System for Waste Management (1997), A Road Map to Maximize Waste Diversion in London (2007) and Road Map 2.0 The Road to Increased Resource Recovery and Zero Waste (2013);

Whereas the City wishes to pursue projects, relationships and partnerships for the purpose of innovation, creativity, best practices and excellence in solid waste management and is proposing to operate, subject to final Municipal Council approval, under a banner known as the London Waste to Resources Innovation Centre (LWRIC);

Whereas RediCan has a broad range of operational expertise in the management of the conversion of organic feedstocks to a variety of value-added resources;

Whereas RediCan has the non-exclusive Canadian rights to a proprietary gasification technology commonly known as advanced thermal conversion, that has successfully converted a range of biomass materials into a variety of bio-products including energy, chemicals and/or fuels and now wants to determine the viability of this technology on solid waste materials, including mixed solid waste, commonly known as household garbage; and

Whereas the City and RediCan recognize that the current framework direction for waste management and waste diversion in Ontario has been set through the *Waste Free Ontario Act, 2016*, the *Resource Recovery and Circular Economy Act, 2016* and the *Strategy for a Waste-Free Ontario: Building the Circular Economy* (February 2017);

1.0 Purpose of the Memorandum

This Memorandum of Understanding (“MoU”) is intended to set out the mutual intentions of the City and RediCan to advance their joint waste conversion, resource and energy recovery objectives. The MoU is based upon the mutual understanding that the combined expertise, influence and commitment of the parties are better applied together to support their common goals. The MoU establishes the non-legally binding framework

and set of principles for enhanced and focused coordination and collaboration to support their shared interests in waste conversion and resource and energy recovery.

The parties to this MoU acknowledge that if they wish to jointly carry out specific initiatives that may arise out of this MoU, they will have to engage in further discussion and prepare necessary agreements to define, authorize and execute, among other things, each party's roles and responsibilities, resource allocation and other details.

The MoU is not an exclusive arrangement and does not restrict either party from pursuing their mandates either on their own or in collaboration with any other party.

2.0 Short Term Objective

The short-term objective of the collaboration between the City (Attachment A) and RediCan is to:

- Build on the existing foundation of traditional and innovative projects to divert waste from the landfill and create value added products from residues and waste;
- Create a focal point (location or locations) for the ongoing examination of innovative solutions for waste reduction, resource recovery, energy recovery and/or waste conversion into value-added materials;
- Establish partnerships and collaborations between government and businesses to synergistically build on existing strengths to create opportunities to prevent waste, to create products of value from waste, and to solve existing waste management challenges; and
- Be known as a Centre of Excellence with shared facilities and resources providing leadership, implementing best practices, undertaking research, providing knowledge and support to industry in the various fields of resource and waste management.

Gasification Technology

In addition, the short-term objective of the collaboration between the City and RediCan is to undertake testing and develop data/information on the viability of the Concord Blue Reformer® advanced thermal conversion technology to be delivered and constructed by Lockheed Martin Canada to manage various types of organic feedstocks, including biomass, bio-solids, solid waste materials, including mixed solid waste, commonly known as household garbage (Attachment B).

This will be done through research at an off-site location housing a demonstration facility or by constructing and operating a pilot-scale facility containing an advanced thermal conversion system that is designed for demonstrating the effectiveness of the process for the conversion of various organic feedstocks and waste streams. It is currently proposed that a demonstration facility would process between 50 and 75 tonnes of material per day while generating the following products: a hydrogen-rich synthetic (syn) gas that can be used as a renewable natural gas (RNG) and/or blended with natural gas, or be used to produce a variety of other forms of renewable energy and bio-products.

Complementing the technical processes is the ongoing development of the potential role for this technology to handle non-hazardous materials from the residential, institutional, commercial and industrial sectors and to contribute towards policies and programs established by the various levels of government (Municipal, Provincial and Federal) as well as other governmental agencies outside of Canada.

3.0 General Arrangement

The responsibilities of the City are to include:

- Assist with all approvals (e.g., Ministry of the Environment & Climate Change MOECC, City of London zoning, etc.);
- Provide land in the special policy area (Waste Management Resource Recovery Area) as a host site for three years with an option to renew for additional years subject to Council approval as part of the Formal Agreement (Section 4.0);
- Bring services (water, sanitary and hydro) to the location of the pilot scale facility subject to Council approval as part of the Formal Agreement (Section 4.0);
- Provide access to the boardroom and education room in the Material Recovery Facility (MRF);
- Participate, when available, in discussions, tours and related activities;
- Provide reasonable quantities of residual waste (garbage) and biomass materials for conversion;
- Assist with reporting, being available for media interviews and related matters;
- Possible sharing of other City resources; and
- Keep London Municipal Council informed.

The responsibilities of RediCan are to include:

- Obtain all necessary approvals and licenses;
- Construct and operate the pilot scale facility and all associated costs including utilities;
- Evaluate and report the results of the research and development work; and
- Provide overview reports quarterly to the City of London highlighting activities undertaken, key non-proprietary results and related matters noting that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.

4.0 Formal Agreement

The parties agree to work together to develop a formal agreement to undertake the approval, design, construction and testing and develop data/information on the viability of gasification technology as outlined above.

The Formal Agreement will follow the same approval processes as this General Arrangement.

5.0 Effective Date and Duration

This MoU will come into effect upon the date it has been signed by all signatories and will remain in effect until March 31, 2021.

This MoU will be reviewed two months prior to the anniversary date and any agreed to changes added to the MoU. Substantive changes will trigger the approval process for the MoU and this determination is at the sole discretion of the City.

A participant may withdraw from this MoU by providing a sixty (60) days written notice to the other parties.

This MoU is subject to approval processes required by each of the parties.

DATED this _____ day of _____.

IN WITNESS WHEREOF:

THE CORPORATION OF THE CITY OF LONDON

By:
Name: Matt Brown
Title: Mayor

By:
Name: Catharine Saunders
Title: City Clerk

I/We have authority to bind the City.

RESOURCE ENERGY DEVELOPMENT OF CANADA, LTD

By:
Name: Michael T. Appleby
Title: Chief Executive Officer

I/We have authority to bind the corporation.

ATTACHMENT A

OVERVIEW OF CITY OF LONDON WASTE MANAGEMENT FACILITIES (www.london.ca)

The City contributes to the health of the environment and its citizens through appropriate collection and management of garbage, recyclables, yard materials, household special waste, and other designated waste materials. This involves providing pick-up and drop-off services within London, processing and creating products of value from compostable/recyclable/reusable materials; and disposing of garbage in an environmentally responsible manner, including the ongoing monitoring and management of closed landfills and other sites producing methane.

To support these services the City owns and operates an array of Solid Waste diversion and disposal assets valued at over \$64 Million. These range from public waste and recycling bins, to drop off depots and one active landfill (W12A) and many closed landfill sites.

The City also owns a centralized Material Recovery Facility (MRF) which provides recycling services to London and several neighbouring communities. The MRF was newly constructed in 2011 and is operated and maintained by an outside contractor.

Drop off locations (Community EnviroDepots) are provided for special wastes including household special waste, yard materials, electronics, scrap metal, tires, roofing, etc. Solid Waste is responsible for maintaining these assets in serviceable condition between replacement cycles, ensuring compliance with Provincial regulations and maintaining the continuity of solid waste services to the citizens of London and other customers.

General household waste is primarily collected by the City while recycling pick-up and processing services are contracted out. The City owns and operates a fleet of garbage truck.

The W12A Landfill consists of a number of assets including landfill cells, buildings, leachate and gas collection systems and stormwater maintenance ponds. This facility operates within its Operation Plan, with additional disposal cells being brought online to accommodate waste in accordance with its Environmental Compliance Approval. Based on projected use, the current landfill will reach capacity in about 2023, at which point it will require an expansion (or other long term disposal solution) to provide the city with the space needed to meet its future needs.

The W12A buildings (Incl. Site Works & Equipment) includes the roads, curbs and landscaping as well as the administration, maintenance and scale house buildings. The W12A Leachate Collection System collects and conveys leachate for treatment. This system is capable of meeting the current City's needs and is expanded as new disposal cells are constructed. The Landfill Gas Collection System collects and conveys landfill gas to the on-site landfill gas flare for destruction. This system is capable of meeting current City's needs and is expanded as new disposal cells are constructed.

On-site W12A Stormwater Management Ponds and site drainage infrastructure collect and treat surface runoff from snow and rain that impact the site. Maintenance occurs on a planned basis, with investments identified through regular inspections.

Any expansion or examination of alternatives will be undertaken as per the requirements of the Environmental Assessment Act.

Buffer land is comprised of City owned land adjacent or near the W12A Landfill that has been acquired to provide an appropriate buffer from existing operations and to provide buffering for possible future landfill expansion and resource recovery facilities. It is expected that additional land will be acquired for these purposes over the next several years.

ATTACHMENT B

PRIMER – CONCORD BLUE REFORMER® ADVANCED THERMAL CONVERSION TECHNOLOGY

As governments, businesses and organizations of all types look to meet their sustainability goals, finding effective and affordable ways to manage waste disposal becomes a priority. The innovative advanced thermal conversion system from Lockheed Martin using Concord Blue technology provides an affordable, environmentally friendly solution. It's designed to handle a variety of organic feedstocks – from biomass to municipal solid waste and industrial waste and more.

The system converts organic waste to raw syngas. Once cleaned, the syngas is suitable for an internal combustion engine to generate electricity, for conversion to biofuels or for hydrogen production. The advanced thermal conversion/gasification system is flexible and scalable, making it an option for a wide variety of industries. Systems can be incorporated into an existing facility. The modular plant design allows much of the plant elements to be built offsite and requires as little as a one-half acre of land. In addition to saving money on waste disposal costs and transportation, the closed-loop system requires no additional power once the conversion process begins and therefore is self-sustaining. Power can be used at the site or sold to create an additional income stream.

Unlike incineration, the process is oxygen-free and flame-free, which means no harmful by-products are produced, emissions are limited and waste going to landfills is greatly reduced.

There are four key steps in the process:

Feedstock Collection: Wood-waste, municipal solid waste, industrial waste and more can be collected and used as input. The system will initially use wood-waste, with plans to transition to municipal, commercial or industrial waste to create its power in the future.

Feedstock Conditioning: Metal, glass and other materials are removed, and the feedstock is dried to specification.

Gas Creation: Proprietary heat carrier spheres are heated and mixed in with the organic feedstock. Once a certain temperature is reached, the feedstock turns into gas, which then travels to a reforming vessel where the gas is turned into synthesis gas (syngas).

Generation: The syngas is then used to fuel a combustion engine that produces electricity. Alternatively, the syngas can also be used to produce hydrogen and biofuels.

In September 2016, Lockheed Martin commissioned a small quarter-tonne per hour system to demonstrate the end-to-end capability of the facility and validate its ability to convert waste material into energy for the company's Owego operations, where it designs and builds space-flight hardware, military helicopters and fixed-wing aircraft.

What's Next

Building off the experience gained during development of the Owego facility, Lockheed Martin and Concord Blue are working on larger bioenergy systems for demonstration and validation of its economic and environmental capabilities. Resource Energy Development of Canada, through its partnership with California based Resource Energy Development, Inc. seek to establish themselves as leaders in the development, operation and management of sustainable bioenergy systems.

Concord Blue's unique technology benefits the environment and fulfills all international, Environmental Protection Agency and European regulations for renewable energy and air emissions.

APPENDIX B

EXISTING AND PREVIOUS MEMORANDUMS OF UNDERSTANDING

The City has four Memorandums of Understanding (MoUs) approved by Council:

- **Bio-TechFar Inc.** – a working relationship to undertake testing and research; write and present reports; develop data/information including a feedstock inventory; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from biomass waste that would normally be sent to recycling and/or disposal facilities. Bio-Techfar have developed a proprietary pyrolysis technology, referred to as the BT-100/500, that has successfully converted a range of biomass materials into pyrolysis-oil and pyrolysis-char for both energy and non-energy applications. Bio-Techfar now wants to increase the technology throughput for biomass materials such as forestry residuals, agricultural residuals, yard waste and other industrial or municipal biomass materials/waste streams. The expiry date of this MoU is December 31, 2019.
- **Hawthorne Green Key Group** – a working relationship designed to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from waste that would normally be sent to recycling and/or disposal facilities. Hawthorne has the Canadian rights to a proprietary pyrolysis technology that has successfully converted a range of biomass materials into energy, chemicals and/or fuels, now wants to determine the viability of this technology on solid waste materials, including mixed solid waste, commonly known as household garbage. The expiry date of this MoU is June 30, 2020.
- **Try Recycling Inc.** – a working relationship to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of a range of technologies and processes to create resources from waste that would normally be sent to disposal facilities. Try has proprietary and other expertise related to the successful conversion of a range of waste materials into products with beneficial uses, in particular, the conversion of organic wastes into compost and various construction, renovation and demolition (CR&D) wastes into beneficial products. The expiry date of this MoU is December 31, 2019.
- **University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources - ICFAR)** – a working relationship covering the broad sectors of solid waste management, biomass management and related sectors that produce waste materials. ICFAR is a research facility with proprietary technologies and expertise that have contributed to the successful conversion of a range of materials into energy, chemicals and inert materials. Western has identified Environmental Sustainability and Green Energy as an area of research strength and ICFAR/Western has various research interests in the field of biomass conversion technologies and management and wishes to coordinate R&D activities, including multi-disciplinary, multi-institutional waste-to-resource initiatives, for the purpose of using the broad expertise to valorize biomass and organic wastes into marketable products at the local, regional, Canada-wide and international levels. The expiry date of this MoU is December 31, 2019.

The City has one expired MoU as follows:

- **Green Shields Energy (GSE)** – this was a working relationship designed to explore the viability of a Gas Phase Reduction (GPR) technology for managing solid waste. This technology had already been proven to manage a range of material including

pesticides, soil, sediment, sludge, high-strength oils, tar, watery wastes, wood wastes, brominated fire retardants, CFC refrigerants. It has not been thoroughly tested to handle mixed solid waste (household garbage), source separated organics (Green Bin) materials, mixed plastic waste, etc. GPR is a process for the conversion of organic material to methane rich gas also known as synthetic gas or syngas. The process comprises heating vaporized organic material in the presence of an excess amount of hydrogen gas and superheated steam to produce a methane rich fuel syngas. The syngas can be converted to various fuels or burned directly to create energy. The MoU expired on December 31, 2017. Reasons for the expiration included technology patent challenges, lack of confirmation of government grants and project financing challenges.

TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON FEBRUARY 21, 2018
FROM:	KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	MUNICIPAL CLASS ENVIRONMENTAL ASSESSMENT REFORM

RECOMMENDATION

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following resolution **BE ADOPTED** and **BE FORWARDED** to the Minister of the Environment and Climate Change:

“**Whereas** a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario has successfully applied to have a review of the Municipal Class Environmental Assessment (MCEA) process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act);

And whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence;

And whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions;

And whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500;

And whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process;

And whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken;

And whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Therefore, be it resolved that The Corporation of the City of London request that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs;

And further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the *Planning Act*;

And further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.”

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None.

2015 – 2019 STRATEGIC PLAN

The 2015 – 2019 Strategic Plan identifies these objectives under Building a Sustainable City: 1B – Managing our infrastructure; 3E – Strong and Healthy environment through protection of the natural environment; 5B – Build new transportation, water, wastewater and stormwater infrastructure as London grows.

BACKGROUND

Purpose

The purpose of this report is to recommend Council's support of improvements to the current Municipal Class Environmental Assessment process, including the time it takes to resolve Part II Order Requests.

Context

The Municipal Class Environmental Assessment (MCEA) process was developed by the Municipal Engineers Association (MEA), of which London was one of the founding municipalities (circa 1999), to provide municipalities with a risk-based approach to comply with the *Environmental Assessment Act* for both capital projects and infrastructure maintenance activities. Over time, the MCEA process has become more complex, delaying projects and significantly increasing costs. In fact, a 2014 study by the Residential and Civil Construction Association of Ontario (RCCAO) showed that it was typically taking almost 27 months to complete the process for Schedule B and C projects, with study and consultant costs averaging \$386,500 (not including municipal staff time).

A coalition of Environmental Assessment (EA) stakeholders and practitioners, such as MEA, RCCAO, the Ontario Good Roads Association (OGRA) and many others, agrees that MCEA reform is needed and has been pressing the Ministry of the Environment and Climate Change (MOECC) to make improvements.

DISCUSSION

In February 2017, a joint application for review was submitted through the Environmental Commissioner of Ontario and forwarded to the MOECC. The MOECC responded positively to the application in mid April 2017 and committed to completing a comprehensive review by December 2018. A good summary of this is found in the Sept./Oct. 2017 edition of RCCAO's *ReNew*, which you can find at this following weblink: http://www.rccao.com/renew/files/RCCAO_FP_RC_SepOct2017.jpg. Although the MOECC accepted the arguments made, both in the joint application and by Ontario's Auditor General, little progress was made in 2017.

With the provincial election scheduled for June 2018, there are limited opportunities for the Ontario Government to implement legislative and policy changes. Realizing that this window is closing, MEA and RCCAO organized a workshop on November 29, 2017 where 40 municipal practitioners, including a London staff member, shared their concerns with the MCEA process. During the discussion, the top priority for EA reform was identified as improving the Part II Order Request (PIOR) process.

The MEA is pleased to report that the MOECC has now put a team in place and is committed to beginning consultation in early 2018. This team will turn its attention to longer-term improvements that will require more discussion. Recognizing that time is

limited, the MEA also wants to implement short-term EA improvements that can be implemented now.

Without speedy reform, Ontario municipalities risk losing out on funding for projects that are subject to the MCEA because of the time needed to complete and resolve them, including the potential for additional time to complete the PIOR process. This simply is neither proper infrastructure planning nor good asset management. For this campaign to gain traction, the involvement of municipalities across Ontario is vital. The Municipal Engineers Association is calling on municipal councils to assist these ongoing efforts to improve the Municipal Class Environmental Assessment process.

OGRA has distributed a draft resolution that was sent to all heads of council and municipal clerks in Ontario. That draft resolution is reflected in the above-noted recommendation. The impacts to City of London can be seen in the following table of recent MCEA's that have been subjected to PIOR's.

Recent Municipal Class Environmental Assessments with Part II Order Requests					
Project Name	City Division	Date of End of Public Comment	Ministry Received Order	Date Order cleared	Time Project Delayed
Sunningdale Rd.	Trans P&D	June 17, 2013	May/June 2013	Jan 2014	7 months
Sarnia Rd., E of Wonderland	Trans P&D	June 24, 2013	June 2013	Feb 2014	8 months
TVP north branch	Parks Planning	Sept 12, 2016	Sept 2016	April 2017	7 months
Blackfriar's Bridge	Trans P&D	Mar 30, 2016	Mar 16 & 29, 2016	April 19, 2017	13 months
Richmond St. Pedestrian Crossing	Trans P&D/ Parks Planning	Sept 9, 2016	Sept 2016	Outstanding	TBD

CONCLUSION

Civic administration fully supports the actions of provincial engineering and contracting associations such as; Municipal Engineers Association, Residential and Civil Construction Association of Ontario and the Ontario Good Roads Association, to work cooperatively with the Ministry of Environment and Climate Change to make continual improvements to the Municipal Class Environmental Assessment process.

PREPARED BY:	SUBMITTED BY:
TOM COPELAND, P.ENG. DIVISION MANAGER, WASTEWATER AND DRAINAGE ENGINEERING	SCOTT MATHERS, MPA, P.ENG. DIRECTOR, WATER AND WASTEWATER
RECOMMENDED BY:	
KELLY SCHERR, P.ENG., MBA, FEC MANAGING DIRECTOR ENVIRONMENTAL AND ENGINEERING SERVICES AND CITY ENGINEER	

Wednesday, January 17, 2018

Cathy Saunders
City Clerk
City of London

Good afternoon Cathy:

The following correspondence was sent to your Head of Council earlier this afternoon. OGRA respectfully requests that you please it on your next Council agenda for information.

Regards,

Scott R. Butler

OGRA, Policy and Research
22 - 1525 Cornwall Road, Oakville, Ontario L6J 0B2
T: 289-291-6472 Ext. 24 C: 416-564-4319 www.ogra.org

The Ontario Good Roads Association is seeking reforms to the Municipal Class Environmental Assessment (MCEA) process. In its current form the MCEA process has made municipal infrastructure projects longer in duration and more costly. The OGRA Board of Directors encourages all municipalities in Ontario to adopt the following resolution that calls on the Minister of the Environment and Climate Change to accelerate the Application for Review of the MCEA process.

Links to further background information about the Municipal Class Environmental Assessment process can be found below the resolution.

DRAFT RESOLUTION

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario have successfully applied to have a review of the Municipal Class Environmental Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act);

And whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence;

And whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions;

And whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500;

And whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process;

And whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken;

And whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Therefore be it resolved that City of London requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs;

And further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the *Planning Act*;

And further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.

BACKGROUND INFORMATION

The following links provide a comprehensive background of the work that the Municipal Engineers Association and the Residential and Civil Construction Alliance of Ontario have done to advance this issue of MCEA reform.

- [October 2017 Correspondence from the Municipal Engineers Association and the Residential and Civil Construction Alliance of Ontario to the Hon. Chris Ballard, Minister of the Environment and Climate Change.](#)
- [ReNew Magazine editorial examining the need to review the Municipal Class Environmental Assessment process](#)
- [The Development Approval Roundtable Action Plan, November 2017](#)
- [Meeting Notes from the November 29, 2017 Evolution of the MCEA Workshop.](#)
- [The MEA Companion Guide for the Municipal Class Environmental Assessment Manual](#)

- [Are Ontario's Municipal Class Environmental Assessments Worth the Added Time and Costs? The 2014 Edition](#)

If you have any questions or concerns, please contact Scott Butler, OGRA's Manager of Policy and Research at 289-291-6472 ext. 24 or via email at scott@ogra.org.

Regards,

Scott R. Butler

OGRA, Policy and Research

22 - 1525 Cornwall Road, Oakville, Ontario L6J 0B2

T: 289-291-6472 Ext. 24 C: 416-564-4319 www.ogra.org

Scott Butler

DEFERRED MATTERS

**CIVIC WORKS COMMITTEE
(as of February 12, 2018)**

Item No.	File No.	Subject	Request Date	Requested/ Expected Reply Date	Person Responsible	Status
1.	28	<u>Southern Ontario Water Consortium - London Wastewater Facility Update, Operating Agreement and Next Steps</u> – Civic Administration to report back with a review of the mandate and business plan of the International Water Centre of Excellence.	Oct 6/14	1st Quarter 2018	K. Scherr S. Mathers	IN PROGRESS Lead by London Economic Development Corporation with input from Community & Economic Innovation, Environmental and Engineering Services, Western, Southern Ontario Water Consortium and industry.
2.	44	<u>Potential Savings in Consulting Costs</u> Civic Administration to review and report back on areas that the City of London could realize consulting cost decreases for capital projects through the addition of new staff, rather than contracting out those consulting services, so that the City of London would realize net savings.	June 2/15	2nd Quarter 2018	K. Scherr	IN PROGRESS
3.	75.	<u>Options for Increased Recycling in the Downtown Core</u> That, on the recommendation of the Director, Environment, Fleet and Solid Waste, the following actions be taken with respect to the options for increased recycling in the Downtown core: b) the Civic Administration BE DIRECTED to report back to the Civic Works Committee in May 2017 with respect to: i) the outcome of the discussions with Downtown London, the London Downtown Business Association and the Old East Village Business Improvement Area; ii) potential funding opportunities as part of upcoming provincial legislation and regulations, service fees, direct business contributions, that could be used to lower recycling program costs in the Downtown core; iii) the future role of municipal governments with respect to recycling services in Downtown and Business Areas; and, iv) the recommended approach for increasing recycling in the Downtown area.	Dec 12/16	2nd Quarter 2018	K. Scherr J. Stanford	
4.	76.	<u>Rapid Transit Corridor Traffic Flow</u> That the Civic Administration BE DIRECTED to report back on the feasibility of implementing specific pick-up and drop-off times for services, such as deliveries and curbside pick-up of recycling and waste collection to local businesses in the downtown area and in particular, along the proposed rapid transit corridors.	Dec 12/16	2nd Quarter 2018	K. Scherr E. Soldo	

5.	78.	<p><u>Garbage and Recycling Collection and Next Steps</u> That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste, the following actions be taken with respect to the garbage and recycling collection and next steps:</p> <ul style="list-style-type: none"> a) the Civic Administration BE DIRECTED to report back to Civic Works Committee when additional details are known with respect to the Waste Free Ontario Act including the potential impacts on London residents, businesses and the City's waste management system; and, b) the Civic Administration BE DIRECTED to report back to Civic Works Committee by December 2017 with: <ul style="list-style-type: none"> i) a Business Case including a detailed feasibility study of options and potential next steps to change the City's fleet of garbage packers from diesel to compressed natural gas (CNG); and, ii) an Options Report for the introduction of a semi or fully automated garbage collection system including considerations for customers and operational impacts. 	Jan 10/17	2nd Quarter 2018	K. Scherr J. Stanford	
6.	79.	<p><u>Update and Next Steps - Resource Recovery Strategy and Residual Waste Disposal Strategy as Part of the Environmental Assessment Process</u> That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Waste Management Working Group, the following actions be taken with respect to the development of London's Long-Term Solid Waste Resource Recovery Strategy and Residual Waste Disposal Strategy as part of the Environmental Assessment (EA) process (Phase One - Prepare Terms of Reference and Phase Two – Undertake EA):</p> <ul style="list-style-type: none"> e) the Civic Administration BE DIRECTED to report back to the Civic Works Committee with an Interim Update Report and the Final Draft Terms of Reference, which would incorporate a public participation meeting to conclude Phase One activities. 	Oct 24/17	2nd Quarter 2018	K. Scherr J. Stanford	

7.	89.	<p><u>6th Report of the Transportation Advisory Committee</u> That the following actions be taken with respect to the 6th Report of the Transportation Advisory Committee, from its meeting held on May 23, 2017: a) the Transportation Advisory Committee (TAC) Terms of Reference BE REFERRED to the Civic Administration to review and report back to the Civic Works Committee with respect to a review of the overlapping of Advisory Committee mandates of the Cycling Advisory Committee and the Transportation Advisory Committee.</p>	June 7/17	3rd Quarter 2018	K. Scherr E. Soldo City Clerk	
8.	91.	<p><u>Warranted Sidewalk Program</u> That the following actions be taken with respect to the Warranted Sidewalk Program: a) the Managing Director, Environmental and Engineering Services and City Engineer BE REQUESTED to develop an improved community engagement strategy with respect to Warranted Sidewalk Program; and, b) the Managing Director, Environmental and Engineering Services and City Engineer, BE REQUESTED to report back to the Civic Works Committee with respect to the potential future provision of additional sidewalk installation options on the east side of Regal Drive in the Hillcrest Public School area; it being noted that currently planned work would not be impeded by the potential additional work; it being further noted that the Civic Works Committee received a delegation and communication dated September 22, 2017 from L. and F. Conley and the attached presentation from the Division Manager, Transportation Planning and Design, with respect to this matter.</p>	Sept 26/17	2nd Quarter 2018	K. Scherr E. Soldo	
9.	92.	<p><u>Municipal Greenhouse Gas (GHG) Challenge Fund Proposed Applications</u> That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer with the and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the Municipal Greenhouse Gas (GHG) Challenge Fund proposed applications: c) the Managing Director, Environmental and Engineering Services and City Engineer BE DIRECTED to report back to the Civic Works Committee on the outcome of the Municipal GHG Challenge Fund applications including, where applicable, final business cases or other financial or environmental benefit details prior to final approval of projects.</p>	Oct 24/17		K. Scherr J. Stanford	
10.	93.	<p><u>Public Notification Policy for Construction Projects</u> That the Civic Administration BE DIRECTED to amend the “Public Notification Policy for Construction Projects” to provide for a notification process that would ensure that property owners would be given at least one week’s written notice of the City of London’s intent to undertake maintenance activities on the City boulevard adjacent to their property; it being noted that a communication from Councillor V. Ridley was received with respect to this matter.</p>	Nov 21/17	2nd Quarter 2018	K. Scherr	

11.	94.	<p><u>Report on Private Works Impacting the Transportation Network</u></p> <p>b) report back to the Civic Works Committee, by the end of March 2018, on:</p> <ul style="list-style-type: none"> i) ways to improve communication with affected business, organizations and residents about the timing, duration and impacts of permits for approved works, including unexpected developments; ii) ways to improve the scheduling and coordination of private and public projects affecting roadways and sidewalks that carry significant pedestrian, cyclist, transit and auto traffic; iii) resources required to implement these improvements; and iv) any other improvements identified through the review resources required to implement these improvements; and 	Dec 4/17	March 31/18	K. Scherr	
12.	95.	<p><u>Hydro One Grant for Tree Planting</u></p> <p>That the following actions be taken with respect to the Hydro One grant for tree planting:</p> <ul style="list-style-type: none"> a) the Managing Director, Environmental and Engineering Services and City Engineer BE DIRECTED to investigate and report back on possible options to address the noise impacts being experienced by homes abutting Highbury Avenue resulting from the recent removal of trees by Hydro One, including the costs for implementing such options; it being noted that the Civic Administration would, as part of the investigation, review the City's policy on local improvements, as it related to noise attenuation barriers, as well as past projects. 	Nov. 28/17	3 rd Quarter 2018	K. Scherr E. Soldo	

13.	96.	<p><u>Comments on the Amended Blue Box Program Plan (prepared by Stewardship Ontario)</u></p> <p>d) Civic Administration BE DIRECTED to prepare both short term actions and a comprehensive plan, steps and recommendations for London as a transitioned municipality providing services to Stewardship Ontario as part of the transition phase (full producer responsibility) to a completely industry-led (individual producer responsibility) recycling program in Ontario;</p>				
14.	97.	<p><u>Private Drain Connection (PDC) Projects</u></p> <p>That the Director of Water and Wastewater BE REQUESTED to review the Wastewater and Stormwater By-law WM-28 as it relates to fees and charges for Private Drain Connections (PDC) work undertaken as part of a City of London construction project and report back with respect to a potential blended fee for mixed use properties that is reflective of a balanced charge between the current residential and commercial fees; it being noted that a communication dated January 16, 2018, from Councillor T. Park was received related to this matter.</p>	Feb. 6/18	2018	S. Mathers	
15.	98.	<p><u>Pedestrian Sidewalk - Pack Road and Colonel Talbot Road</u></p> <p>That the communication from J. Burns related to a request for a pedestrian crosswalk at the intersection of Pack Road and Colonel Talbot Road BE REFERRED to the Division Manager, Transportation Planning and Design for review and consultation with Mr. Burns as well as a report back to the appropriate standing committee related to this matter.</p>	Feb. 6/18	2018	D. MacRae	

Corporate Services Committee

Report

6th Meeting of the Corporate Services Committee
March 5, 2018

PRESENT: Councillors J. Helmer (Chair), J. Morgan, P. Hubert, M. van Holst, J. Zaifman
ABSENT: Mayor M. Brown
ALSO PRESENT: L. Rowe (Secretary), A.L. Barbon, D. Bordin, J. Davies, D. Dobson, T. Fowler, B. Knight, M. Ribera, C. Saunders, S. Spring, K. Van Lammeren, B. Westlake-Power and K. Yeung (CIBC).

1. Disclosures of Pecuniary Interest

None.

2. Consent

2.1 STAFF REPORT - 2018 Debenture Issuance Update

Moved by: P. Hubert
Seconded by: J. Zaifman

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken:

a) the issue of serial debentures for a total of \$55,000,000 BE APPROVED; it being noted that the average all-in-rate is 2.976% over a 10-year term; and

b) the proposed by-law appended to the staff report dated March 5, 2018 BE INTRODUCED at the Municipal Council meeting on March 6, 2018, to authorize the borrowing upon serial debentures in the aggregate principal amount of \$55,000,000 towards the cost of certain capital works of the Corporation of the City of London;

it being noted that the Corporate Services Committee heard a verbal presentation from K. Yeung (CIBC), with respect to this matter.

Yeas: (5): J. Helmer, J. Morgan, P. Hubert, M. van Holst, and J. Zaifman

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: P. Hubert

Seconded by: J. Morgan

That the meeting adjourn.

Yeas: (5): J. Helmer, J. Morgan, P. Hubert, M. van Holst, and J. Zaifman

Absent (1): Mayor M. Brown

Motion Passed (5 to 0)

The meeting adjourned at 3:52 PM.

Bill No. 95
2018

By-law No. A.-_____

A by-law to confirm the proceedings of the Council Meeting held on the 6th day of March, 2018.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Municipal Board is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

Bill No. 96
2018

By-law No. A.-_____

A by-law to authorize and approve a Transfer Payment Agreement under the Ontario Municipal Commuter Cycling Program, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement; and to delegate authority to the Managing Director of Environmental & Engineering Services and City Engineer and Managing Director, Corporate Services and City Treasurer or their designate to execute any financial reports required under the Agreement.

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 8 provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

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 the Province of Ontario (the "Province") and The Corporation of the City of London (the "City") recognize that investment in commuter cycling infrastructure is a key component in Ontario's Climate Change Action Plan;

AND WHEREAS the City has applied to the Province for funding under the Ontario Municipal Commuter Cycling Program for a list of projects;

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

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

1. The Transfer Payment Agreement to be entered into between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and The Corporation of the City of London, for the provision of funding from the Ontario Municipal Commuter Cycling Program, attached hereto as "Schedule 1", is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement approved under section 1, above.

3. The Managing Director of Environmental & Engineering Services and City Engineer and Managing Director, Corporate Services and City Treasurer, or their designate, are hereby authorized to execute any financial reports required under the Transfer of Payment Agreement authorized and approved under section 1, above.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading - March 6, 2018
Third Reading - March 6, 2018

“Schedule 1”

ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TRANSFER PAYMENT AGREEMENT

THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the City of London

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario’s Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Entire Agreement.** The Agreement, including:

Schedule "A" - General Terms and Conditions
 Schedule "B" - Recipient Information
 Schedule "C" - Eligible Projects List and Timelines
 Sub-schedule "C.1" - Eligible Projects List
 Schedule "D" - Description of Annual Allocations
 Sub-schedule "D.1" - Table of Annual Allocations
 Sub-schedule "D.2" - Form of Annual Declaration of OMCC Participation
 Schedule "E" - Eligible and Ineligible Costs
 Schedule "F" - Reporting and Evaluation
 Schedule "G" - Communications Protocol
 Schedule "H" - Disposal of and Revenues from Assets
 Schedule "I" - Aboriginal Consultation Protocol
 Schedule "J" - Certificates and Declarations
 Sub-schedule "J.1" - Ontario Municipal Commuter Cycling (OMCC) Program
 Form of Annual Funding Certificate
 Sub-schedule "J.2" - Ontario Municipal Commuter Cycling (OMCC) Program
 Form of Annual Eligible Projects Declaration
 Sub-schedule "J.3" - Ontario Municipal Commuter Cycling (OMCC) Program
 Form of Solemn Declaration of Substantial Completion,
 and
 any amending agreement entered into as provided for in section 4.1
 (Amendments),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (b) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
 - (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

3.0 COUNTERPARTS

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.
- 4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement

for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Transportation for the Province of Ontario

Date

Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

The Corporation of the City of London

Date

Name: **Mr. Matt Brown**

Title: **Mayor**

I have authority to bind the Recipient.

Date

Name: **Ms. Catharine Saunders**

Title: **City Clerk**

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I1.1 (Definitions).

“Agreement” means this Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Entire Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

“Annual Allocation” means an annual allocation set out in Sub-schedule “D.1” (Table of Annual Allocations).

“Annual Declaration of OMCC Participation” means an annual declaration of OMCC participation, in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

“Annual Eligible Projects Declaration” means an annual Eligible Projects declaration, in the form set out in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration).

“Annual Financial Reports” means the Annual Financial Reports described in Article F1.0 (Annual Financial Reports).

“Annual Funding Certificate” means an Annual Funding Certificate, in the form set out in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate).

“Annual Implementation Reports” means the Annual Implementation Reports described in section F2.1 (Annual Implementation Reports).

“Asset” means any real or personal property or immovable or movable asset acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with the Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or any Eligible Project, or both.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Cap and Trade Program” means Ontario’s Cap and Trade Program.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for an Eligible Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Costs” means the costs that are eligible for funding under the Agreement and that are described in Article E2.0 (Eligible Costs).

“Eligible Project” means a commuter cycling project that is listed on the Eligible Projects List.

“Eligible Projects List” means the list of Eligible Projects in Sub-schedule “C.1” (Eligible Projects List).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“ERS” means the Ontario Enterprise Registration System.

“Event of Default” has the meaning ascribed to it in section A13.1 (Events of Default).

“Expiry Date” means March 31, 2021.

“Final Report” means the Final Report described in Article F3.0 (Final Report).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Generally Accepted Auditing Standards” means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

“GHG” means greenhouse gas.

“Government of Ontario” includes any ministry, agency or Crown corporation of the Government of Ontario.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Ineligible Costs” means the costs that are ineligible for funding under the Agreement, and that are described in Article E3.0 (Ineligible Costs).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4 (Recipient Not Remediating).

“OMCC” means Ontario Municipal Commuter Cycling.

“OMCC Program” means the Ontario Municipal Commuter Cycling Program.

“Parties” means the Province and the Recipient.

“Partner” means any entity, other than a Third Party, participating in and contributing to the Project, other than financially only, as described in the Recipient’s application submitted to the Province or, with the written consent of the Province, as subsequently permitted to participate or contribute to the Project.

“Partner Agreement” means a legally binding agreement between the Recipient and a Partner.

“Party” means either the Province or the Recipient.

“Projects” means, collectively, the Eligible Projects.

“Projects End Date” means, in respect of the Projects, December 30, 2020.

“Reports” means the reports described in Schedule “F” (Reporting and Evaluation).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Solemn Declaration of Substantial Completion” means the Solemn Declaration of Substantial Completion, in the form set out in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion).

“Substantial Completion” means substantially performed, as described in and will be determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario) for each Eligible Project, and for the purposes of the Projects, means the substantial completion of the last Eligible Project on or before

December 30, 2020.

“Substantial Completion Date” means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

“Term” means the period of time described in section A3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for any of the Eligible Projects.

“Timelines” means the date set out in section C2.1 (Timelines).

“Usage Data Report” means the Usage Data Report described in Article F4.0 (Usage Data Report).

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Projects;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of an Eligible Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements and Eligible Project, and the Timelines was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is registered with the ERS and the information it provided for the ERS was true and complete at the time it provided it and will continue to be true and complete;
- (f) it is not in default of any term, condition or obligation under any transfer payment or loan agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; and
- (g) its past performance with respect to any project under a transfer payment agreement with Her Majesty the Queen in right of Ontario or one of Her agencies was considered satisfactory by that party.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete each Eligible Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Eligible Project, and strategies to address the identified risks to meet the Projects End Date, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting, and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT AND EXTENSION

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice), Article A12.0 (Termination Where No Appropriation or Funds under the Cap and Trade Program) or Article A13.0 (Events of Default, Corrective Action, and Termination for Default).

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will, in respect of the Projects:

- (a) provide Funds to the Recipient up to the aggregate of each Annual Allocation for the Recipient to use towards the Eligible Costs of any Eligible Project;
- (b) deposit the Funds into an account designated by the Recipient provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient complies with the conditions precedent set out in paragraphs A32.1(a) and (b);
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon any of the following:
 - (i) the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1 (Preparation and Submission);
 - (ii) the number of recipients, other than the Recipient, participating in the OMCC Program; or
- (c) if, pursuant to the *Financial Administration Act* (Ontario) or the Cap and Trade Program, the Province does not receive the necessary appropriation from the Ontario Legislature or the necessary funds for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and change the Projects; or
 - (ii) terminate the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program).

A4.3 Carry Out the Eligible Projects. The Recipient will, in respect of the Projects and each Eligible Project:

- (a) determine which Eligible Projects, from the Eligible Projects List, the Recipient will carry out;
- (b) carry out each Eligible Project in accordance with the Agreement; and
- (c) complete each Eligible Project the Recipient has chosen to carry out pursuant to paragraph A4.3(a) by the Projects End Date.

A4.4 Use of Funds and Carry out the Projects. The Recipient will, in respect of each Eligible Project, do all of the following:

- (a) use the Funds only for the purpose of carrying out the Eligible Project;
- (b) spend the Funds only in accordance with the Agreement, including the Annual Allocations;
- (c) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and

- (d) contribute a minimum amount of 20% towards the total Eligible Costs of each Eligible Project, irrespective of any contribution received from any third party source, including any Partner.

A4.5 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 Interest. If the Recipient earns any interest on the Funds:

- (a) the Recipient may use the interest earned toward the Eligible Costs of any Eligible Project but cannot reduce the 20% minimum amount towards Eligible Costs for each Eligible Project;
- (b) the Recipient will annually declare the amount of interest earned and describe its use in the Annual Funding Certificate; and
- (c) the Province may demand from the Recipient the payment of an amount equal to any interest:
 - (i) remaining in the possession or under the control of the Recipient by the Projects End Date; or
 - (ii) the Recipient failed to use in accordance with the terms and conditions of the Agreement.

A4.7 Rebates, Credits and Refunds. The Province, in calculating Funds, will deduct from any Annual Allocation any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A4.8 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will assume full responsibility for each Eligible Project including, without limitation:

- (a) complete, diligent and timely implementation in accordance with the terms and conditions of the Agreement;
- (b) the entire costs of the Eligible Project including, without limitation, overruns if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Eligible Project; and
- (d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards.

A4.9 Disclosure of Other Financial Assistance and Adjustments. The Recipient agrees:

- (a) to inform the Province promptly of any financial assistance received, other than from the Province pursuant to the Agreement, for any Eligible Project; and
- (b) if the Recipient receives or is owed financial assistance from the

Government of Ontario, other than from the Province pursuant to the Agreement, in respect of the Eligible Costs of an Eligible Project, the Province may reduce the Funds or demand the repayment of Funds in an amount up to the financial assistance received or owed.

A4.10 Inability to Complete Eligible Projects. If, at any time during the Term, the Recipient determines that it may not be possible for it to complete an Eligible Project on or before December 30, 2020 for any reason including, without limitation, lack of funding available for the Eligible Project (the “**Issue**”), the Recipient will immediately notify the Province of that determination and provide the Province with a summary of the measures that the Recipient proposes to remedy the Issue. If the Province is not satisfied that the measures proposed will be adequate to remedy the Issue, then the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 Disposal. The Recipient will not, without the Province’s prior written consent, sell, lease or otherwise dispose of any Asset other than in accordance with the terms and conditions set out in Schedule “H” (Disposal of and Revenues from Assets).

A5.3 Contract Provisions. The Recipient will ensure that all Contracts are consistent with, and incorporate, the applicable terms and conditions of the Agreement. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to:

- (a) ensure that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) ensure compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) secure the respective rights of the Province, any authorized representative and any independent auditor identified by the Province in paragraph A7.3(b), and the Auditor General in section A7.6 (Auditor General).

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out each Eligible Project and use the Funds without an actual, potential or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where, in respect of each Eligible Project:

- (a) the Recipient; or

- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Eligible Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements as provided for in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, as set out otherwise in the Agreement or with the consent of the Province, another authorized signing officer.

A7.2 Record Maintenance and Audit.

- (a) The Recipient will, in respect of each Eligible Project, keep and maintain:
 - (i) all financial records including, without limitation, invoices relating to the Funds or otherwise the Eligible Project in a manner consistent with generally accepted accounting principles; and
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Eligible Project, including without limitation, all Contracts and Partner Agreements.
- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for each Eligible Project

by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

A7.3 Inspection and Data Collection .

- (a) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, enter upon the Recipient's premises to review the progress of any Eligible Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
 - (i) inspect and copy the records and documents referred to in section A7.2 (Record Maintenance and Audit);
 - (ii) remove any copies made pursuant to paragraph A7.3(a) from the Recipient's premises; and
 - (iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Eligible Project, or both.
- (b) The Recipient will ensure all Contracts and Partner Agreements include the right of the Province, any authorized representative, any independent auditors identified by the Province, or the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate the access of the Province with any Third Party and Partner for the purpose of such inspections and audits.
- (c) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may direct the Recipient to undertake an intercept survey of cyclists for a completed Eligible Project.
 - (i) Where the Province exercises this right, the Recipient's must distribute a copy of intercept survey documentation to individuals cycling on completed Eligible Project.
 - (ii) The Province will be responsible for providing all required intercept survey documentation to the Recipient and for collecting any information obtained through this survey.
 - (iii) The Recipient will be required to distribute the intercept survey documentation on the specified day from 07:00 and 10:00; from 12:00 and 14:00, which will be at least 12 months but no more than 24 months after Substantial Completion of an Eligible Project.
- (d) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may undertake an intercept survey of cyclists using any completed Eligible Project.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3

(Inspection), the Recipient will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under this Article A7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A7.7 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).

A8.2 **Publication.** The Recipient will indicate, in any of its Projects-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties 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, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any Eligible Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;

- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide the Province, prior to Funds being provided in each Funding Year, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1 (Recipient's Insurance); and
- (b) upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to paragraph A11.2(b); and
 - (ii) subject to paragraph A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS UNDER THE CAP AND TRADE PROGRAM

A12.1 Termination Where No Appropriation or Funds under the Cap and Trade Program. If, as provided for in paragraph A4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds under the Cap and Trade Program for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation or Funds under the Cap and Trade Program. If the Province terminates the Agreement pursuant to

section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program), the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A12.2(b).

A12.3 No Additional Funds. If pursuant to paragraph A12.2(c), the Province determines that the costs to wind down the Projects exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out any Eligible Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.1(b).
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the OMCC Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; or
- (e) the Recipient fails to require a Partner or a Third Party to remedy an event such as an Event of Default listed above and the failure is not remedied within, at the latest and if any, the Notice Period given to the Recipient pursuant to section 13.4 (Recipient Not Remediating).

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Eligible Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used and interest earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with paragraph A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

A13.5 When Termination Effective. Termination under this Article A13.0 (Events of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0 (Events of Default, Corrective Action, and Termination for Default) and subject to Article D2.0 (Changes to Annual Allocations), if the Recipient has not spent all of the Funds allocated for a Funding Year as provided for in the Annual Allocation for that year, the Province will allow the Recipient to keep the Funds in the account specified under paragraph A4.1(b) and use the Funds in any subsequent Funding Year, up to the Projects End Date, for any Eligible Project in accordance with the Agreement.

A15.0 FUNDS UPON PROJECTS END DATE

A15.1 Funds Upon Projects End Date. The Recipient will, upon the Projects End Date, pay to the Province any Funds and interest earned on the Funds remaining in its possession or under its control.

A15.2 Return of Funds for Incomplete Eligible Project. The Recipient will, if Funds have been used towards an Eligible Project and the Recipient has not completed the Eligible Project by the Projects End Date, pay to the Province an amount equal to any Funds the Recipient used for that Eligible Project.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds, included interest earned, from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Recipient Information).

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Recipient Information), or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite paragraph A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision in Article A17.0 (Notice) ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 (Waiver Request) will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, Schedules, and Sub-schedules, will continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 3.0 (Counterparts), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A2.1(a) and A4.2(c), sections A4.6 (Interest), A4.8 (Recipient's Acknowledgement of Responsibility for Projects), A5.2 (Disposal), A7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2 (Record Maintenance and Audit), A7.3 (Inspection), A7.4 (Disclosure), A7.5 (No Control of Records), A7.6 (Auditor General), and A7.7 (Calculations), Articles A8.0 (Communications Requirements), and 9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province), A12.2 (Consequences of Termination Where No Appropriation or Funds Under the Cap Trade Program), A12.3 (No Additional Funds), and A13.1 (Events of Default), paragraphs A13.2(d), (e), (f), (g) and (h), Articles A15.0 (Funds Upon Projects End Date), A16.0 (Debt Due and Payment), A17.0 (Notice), and A19.0 (Severability of Provisions), section A22.2 (Agreement Binding), Articles A23.0 (Governing Law), A25.0 (Joint and Several Liability), A26.0 (Rights and Remedies Cumulative), and A27.0 (Failure to Comply with Other Agreements), this Article A28.0 (Survival), and Articles 29.0 (Aboriginal Consultation), A30.0 (Partners), and Article A31.0 (Agreements for Use of Land).

A29.0 ABORIGINAL CONSULTATION

A29.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

A29.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations. The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A30.0 PARTNERS

A30.1 Recipient Representation re. Partner Agreements. If the Recipient has one or more Partners for any Eligible Project, the Recipient:

- (a) warrants that it is entitled to represent each of its Partners, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the Agreement; and

- (b) agrees to bind each of its Partners to the applicable terms and conditions of the Agreement including, without limitation, those listed in section A5.3 (Contract Provisions) through a Partner Agreement.

A30.2 Copy of Partner Agreement. The Recipient agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

A30.3 Responsibilities of Recipient. Despite having one or more Partners for any Eligible Project and entering into a Partner Agreement with each of its Partners, the Recipient assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Eligible Project and the fulfilment of all obligations arising from the Agreement. Accordingly, the Recipient agrees that it bears the financial and legal responsibility for the entire Eligible Project and for each of its Partners. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its Partners.

A30.4 Liability. Without limiting the requirements of the indemnity and insurance obligations under the Agreement, the Recipient agrees to ensure that each Partner agrees that the Province will not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Partner while any of the Eligible Project is being carried out. The Province can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

A30.5 Public Disclosure. The Recipient will ensure that each Partner agrees to the Province publicly disclosing, in communications concerning any Eligible Project, any of the Recipient's Partner's name and address, and the purpose and amount of funds, if any, provided to the Partners.

A31.0 AGREEMENTS FOR USE OF LAND

A31.1 Agreements with Land Owners or Lessees. If the Recipient does not own the land on which an Eligible Project is located, either in whole or in part, the Recipient agrees to enter into a legally binding agreement with each of the land owners or lessees that sets out the terms and conditions under which the land owner or lessee, as applicable, agrees to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A31.2 Agreements with Lessees. If an agreement described in paragraph (a) is with a lessee, the agreement shall include representations and warranties that the lessee has the right, pursuant to its agreement with the lessor, or has obtained the necessary consent from the lessor to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A32.0 CONDITIONS PRECEDENT

A32.1 List of Conditions Precedent. The Province's funding under the Agreement is conditional upon each of the following conditions precedent being met to the Province's satisfaction:

- (a) on or before the Effective Date and annually thereafter, the Recipient providing the Province with, in form and substance satisfactory to the Province:

- (i) a copy of the annual enabling by-law(s) and, if applicable, any council resolution(s) confirming that the council approves each Eligible Project and the Agreement including, without limitation, the Recipient's contribution under the Agreement, and confirming the authorized representatives of the Recipient for the Agreement;
 - (ii) if the authorized representatives under paragraph (i) are not the head of council and clerk of the municipality, or it is unclear, in the Province's opinion, from the by-law(s) and, if applicable, council resolution(s) that the council has approved each Eligible Project and the Agreement, or both, a legal opinion from the Recipient's legal counsel confirming such authorized representatives and any approval;
 - (iii) the certificate(s) of insurance or other proof as the Province may request pursuant to section A10.2 (Proof of Insurance); and
 - (iv) an Annual Declaration of OMCC Participation; and
- (b) prior to any Funds being provided to the Recipient:
- (i) the necessary information, pursuant to section A4.5 (Interest Bearing Account), to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (ii) written confirmation of the street address at which Projects documents are kept at both the premises of the Recipient and each of the Partners; and
- (c) prior to the Recipient using any Funds for an Eligible Project:
- (i) written confirmation that the Recipient has entered into a Partner Agreement with each of its Partners, if any, for the Eligible Project;
 - (ii) if the Recipient does not own the land on which an Eligible Project is located, written confirmation that the Recipient has entered into a legally binding agreement as described in Article A31.0 (Agreements for Use of Land); and
 - (iii) to the extent that any environmental assessment or any other approval is required for an Eligible Project for which Funds were received, a warranty that the assessment has been completed and the approval has been obtained.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A32.0 (Conditions Precedent) having been met, and has not otherwise waived compliance with such condition as set out in Article A20.0 (Waiver), the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
RECIPIENT INFORMATION**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Position: Manager, Division Services and Program Management Office</p> <p>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 1-844-671-7438</p> <p>Fax: 416-585-7204</p> <p>Email: cycling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: Mr.Edward Soldo Director, Roads and Transportation</p> <p>Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9</p> <p>Phone: (519) 661-2489 x4936</p> <p>Fax : n/a</p> <p>Email: esoldo@london.ca</p>
<p>Authorized Representative of the Province for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</p>	<p>Position: Manager, Division Services and Program Management Office</p> <p>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 1-844-671-7438</p> <p>Fax: 416-585-7204</p> <p>Email: cycling@ontario.ca</p>

<p>Authorized Representative of the Recipient for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</p>	<p>Position: Mr. Matt Brown Mayor</p> <p>Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9</p> <p>Phone: (519) 661-4920</p> <p>Fax : n/a</p> <p>Email: mayor@london.ca</p>
<p>Senior Financial Officer of the Recipient</p>	<p>Position: Ms. Anna Lisa Barbon City Treasurer and Chief Financial Officer</p> <p>Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9</p> <p>Phone: (519) 661-2489 x4705</p> <p>Fax : (519) 661-5932</p> <p>Email: abarbon@london.ca</p>

SCHEDULE “C”
ELIGIBLE PROJECTS LIST AND TIMELINES

C1.0 ELIGIBLE PROJECTS LIST

C1.1 Eligible Project Eligibility Requirements. To be eligible for funding under the OMCC Program and to be considered for approval as an Eligible Project by the Province for the Eligible Projects List, a project must, in addition to being listed in section C1.2 (Eligible Cycling Infrastructure Project Types), meet all of the following requirements:

- (a) be primarily for and increase commuter cycling, as opposed to being primarily for recreational or touring, and reduce vehicle trips;
- (b) reduce GHGs;
- (c) connect to significant trip origins and destinations, in the opinion of the Province, with commuter cycling infrastructure;
- (d) have its cycling infrastructure designed in accordance with the guidelines in the Ontario Traffic Manual - Book 18 - Cycling Facilities;
- (e) if the Recipient has a population of 15,000 individuals or greater, be identified on a municipal council approved i) cycling plan, or ii) active transportation plan;
- (f) be a standalone infrastructure project or an identifiable commuter cycling component of a larger infrastructure project; and
- (g) if the project impacts provincial or federal transportation infrastructure, it must have received all necessary prior approvals from the provincial or federal government prior to its implementation.

C1.2 Eligible Cycling Infrastructure Project Types. The following types of commuter cycling infrastructure projects, if they meet the eligibility requirements set out under section C1.1 (Eligible Project Eligibility Requirements), may be approved by the Province for the Eligible Projects List:

- Shared roadway with signed bicycle route;
- Signed bicycle route with paved shoulder;
- Conventional bicycle lane;
- Contraflow bicycle lane;
- Separated bicycle lane (with painted buffer or physical barrier);
- Raised cycle track;
- Bicycle priority street;
- Construction/modification of bridges, tunnels and access ramps for cycling;
- Bike specific signage, signalling and pavement markings;
- Automated bike counters;
- Bicycle-only facility;

- Intersection modification;
- Bike racks or other bike storage;
- Off-road multi-use paths; and
- Any other project the Province may, at its sole discretion, approve.

C1.3 Projects on the Eligible Projects List. Subject to a project meeting the requirements set out in section C1.1 (Eligible Project Eligibility Requirements) and any applicable terms and conditions of the Agreement, and being one of the types listed under section C1.2 (Eligible Cycling Infrastructure Project Types), a project listed in Sub-schedule “C.1” (Eligible Projects List) is considered an Eligible Project.

The Recipient is responsible for submitting Eligible Projects that meet any applicable terms and conditions of the Agreement. The Ministry, may, at its sole discretion, approve any or all projects submitted by the Recipient for the Eligible Projects List.

C2.0 TIMELINES

C2.1 Timelines. The Recipient will complete any Eligible Project it chooses to implement no later than December 30, 2020.

C3.0 CHANGES TO THE ELIGIBLE PROJECTS

C3.1 Changes to the Eligible Projects List. Subject to Section C3.2 (Amending Agreement for Changes to the Eligible Projects List) and unless the Province agrees otherwise, the Recipient can request changes to the Eligible Projects List:

- in the case of the first Funding Year, by February 1, 2018; and
- in the case of Funding Years subsequent to the first Funding Year, by May 1 and October 1.

C3.2 Amending Agreement for Changes to the Eligible Projects List. Any change made to the Eligible Projects List, pursuant to section C3.1 (Changes to the Eligible Projects List), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE "C.1"
ELIGIBLE PROJECTS LIST**

**Ontario Municipal Commuter Cycling (OMCC) Program
2017 Application - London
Potential Eligible Project List**

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	PROJECT LOCATION	POTENTIAL START DATE	POTENTIAL END DATE	POTENTIAL COMMUTER RIDERSHIP	COMMUTER OR FREQUENT CYCLING BENEFITS
Adelaide Street South Bike Lanes	This project involves the implementation and construction of buffered bike lanes to "fill a gap" between two existing commuter cycling routes	From Southdale Road East to Osgoode Drive	01-Sep-17	30-Dec-17	London's urban bike lanes have measured daily cyclist volumes over 100.	This critical link will provide for direct and efficient commuter access between the Pond Mills Neighbourhood and the industrial employment lands south of Bradley. This improvement will also provide a link to the Westminster ponds area a popular trail and hiking area.
Thames Valley Parkway, North Branch Gap	This project completes a critical gap in London's Thames Valley Parkway (TVP) between Richmond & Adelaide Street North. Project scope includes detailed design & construction of two new pedestrian bridges and approximately 1km of connecting bike paths. The project is being completed in accordance with an approved EA and the City of London Cycling Master Plan and will connect 50,000 N/E London residents to major destinations such as transit hubs, Western University, Kings College, St Joseph's Hospital and London's broader park system.	1250 Richmond Street North	10-Nov-18	30-Oct-20	Measured annual daily ridership on the TVP is up to 600.	The TVP is the 42km long 'spine' of London's popular cycling network. As a separated facility, expansion of the TVP encourages active forms of transportation with an emphasis on commuter cycling, consistent with the City of London strategic plan and Provincial Policy Statement. This investment in cycling infrastructure promotes safety for cyclists, reduces motor vehicle trips and makes cycling more feasible and more enjoyable for Londoner's.
Thames Valley Parkway Rehabilitation (North Branch)	This project involves life cycle renewal along the existing north branch Thames Valley Parkway (TVP). The TVP is the 42km long 'spine' of London's commuter cycling network. This project scope will include detailed design & reconstruction of approximately 2km of the north branch TVP. Busiest sections of the TVP in London sees over 40,000 active transportation user trips per month and forms a critical component of London's commuter cycling network. Upgrades to the TVP will enhance connectivity between neighbourhoods and major destinations such as transit hubs,	2A Grosvenor Street to 1250 Richmond Street North	07-May-18	30-Oct-18	Measured annual daily ridership on the TVP is up to 600.	The TVP is the 42km long 'spine' of London's popular cycling network. As a separated facility, lifecycle upgrades to existing TVP encourages active forms of transportation with an emphasis on commuter cycling, consistent with the City of London strategic plan and Provincial Policy Statement. This investment in cycling infrastructure promotes safety for cyclists, reduces motor vehicle trips and makes cycling more feasible and more enjoyable for Londoner's.

	downtown, Western University, local colleges and hospitals and London's broader park system.					
Lambeth Centennial Park Bridge & Pathway Rehabilitation	This project involves life cycle renewal of an existing boardwalk structure and pathway in Lambeth Centennial Park. This boardwalk forms part of London's broader recreational pathway system which is 166 km long and establishes important linkages between neighbourhoods, transit hubs, area parks, community destinations and the Thames, a Canadian Heritage River. This network is a critical component of London's active transportation system. This project will include the detailed design and reconstruction needed to replace an existing boardwalk with a new pedestrian bridge spanning a Dingman Creek tributary, as well as upgrades to approximately 500 meters of existing pathway.	7112 Beattie Street	30-May-18	30-Oct-19	Measured annual daily ridership on London's connector pathways is frequently in range of 100.	Lifecycle upgrades to this section of London's pathway system is needed to maintain a safe, functional commuter cycling network and to continue encouraging active forms of transportation, consistent with the City of London strategic plan and Provincial Policy Statement. This investment in cycling infrastructure promotes safety for cyclists, reduces motor vehicle trips and makes cycling more feasible and more enjoyable for Londoner's.
Adelaide Street North Boulevard Path Improvements	This project will provide intersection improvements to make an existing in boulevard commuter cycling link continuous through intersections. Intersection improvements will involve the implementation of cross rides and improvements to cycling alignments through the intersection providing much needed safety improvements to a well established north south cycling link, that provides access to a large number of neighbourhoods and park and open space amenities	South of Kipps Lane to Windermere Road	01-Jun-18	31-Dec-18	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	The separated boulevard paths are popular with commuters. However, conflicts exist at intersections. Intersection and safety improvements to critical north south commuter cycling connections providing enhanced safety at critical intersections along a corridor that connects many neighbourhoods to park and open space amenities

Cheapside Street Bike Lanes (West)	Construction of new bike lanes along an existing street to connect to existing bike lanes and fill a critical gap in the commuter cycling network, identified for construction within 0-5 years in the City's 2016 Cycling Master Plan	From Richmond Street to Adelaide Street	01-Jun-18	12/31/2019	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	This project will fill a critical on street commuter cycling gap between the Old North neighbourhood and the Carling Heights neighbourhood, this will provide for an commuter cycling connection between Fanshawe College, Western Univeristy and Saint Josephs Hospital with its large institutional employment base. The on street bike lanes will provide for a safe, convenient commuter cycling link between the large institutions and local neighbourhoods
Bicycle detection at traffic signals and permanent bike counters	This project will provide cyclist detection at existing signalized intersections on commuter routes and the installation of permanent bicycle count stations along established commuter cycling routes. The project will improve the efficiency of cycling as a transportation mode choice.	Various signalised intersections within the City of London	01-Jun-18	30-Dec-20	London's urban bike lanes have measured daily cyclist volumes up to 180.	Upgrades to signalised intersections and the addition of permanent bike count stations is critical to improving the efficiency of the existing commuter cycling network. The addition of permanent bike counting stations provides for monitoring and validation of the implementation of cycling infrastructure as a sound transportation investment and provides staff and elected officials with appropriate cycling data on which to base decision making.
Egerton Street Bike Lanes	This project will involve the construction of bike lanes, and provide for a critical commuter Cycling link across the South branch of the Thames River	From Dundas Street to Trafalgar Street	01-Jun-18	30-Dec-19	London's urban bike lanes in this area have measured daily cyclist volumes up to 180.	This critical link will provide direct access to the Western Fair District a large entertainment and employment centre this link also link to the Thames Valley Parkway providing a continuous cycling link between currently separated neighbourhoods and employment areas.
Downtown West Bike Parking Facility	Addition of new commuter bicycle parking	West side of downtown London (near Covent Garden Market & Bud Gardens)	01-Sep-18	30-Apr-19	Modern (secure) bike parking for 100 to 200 bikes	Bike commuters require bike parking that is affordable, convenient and secure. There are no public bike parking facilities in London (other than bike racks and bike posts). The west side of downtown London is viewed as the logical location to locate a bike aprking facility. The need for adequate bike parking was one of the key priorities from the 2016 Cycling Master Plan.
North Commuter Area Bike Parking	Addition of new commuter bicycle parking including amenities in 2 or 3 locations serving north London	One or two locations to serve cyclists combined with major transit stations	01-Sep-18	30-Apr-19	Modern (secure) bike parking for 10 to 20 bikes	The ability to commute by bike to a current or future bus transit station is limited. North London currently has a number of commuter bus routes to downtown and other employment areas. Convenient, accessible and secure lockup facilities will support increased bike commuters that transfer to a current or future bus.

Cheapside Street Bike Lanes (East)	This project involves the construction of new bike lanes a to connect to existing bike lanes and fill a critical gap in the commuter cycling network, identified for construction within 0-5 years in the City's 2016 Cycling Master Plan, the construction of bike lanes to fill this gap will result in an uninterrupted commuter cycling corridor from the industrial employment lands to the East to the University, College and Saint Josephs Hospital to the West	From Sandford Street to Clarke Road	01-Jun-19	30-Dec-19	London's urban bike lanes in this area have measured daily cyclist volumes of 50.	Implementation of this project will fill a gap in the east-west commuter cycling network linking the large employment areas of the City's East end industrial area with a large number of neighbourhoods as well as to two large institutions (Fanshawe College and Saint Josephs Hospital). This link is critical to encouraging cycling as transportation choice not just for recreation but also for home to work & work to home
Oxford Street West Boulevard Path Improvements	This project will provide intersection improvements to an existing in boulevard commuter cycling link, making them continuous through intersections. Improvements will involve the implementation of cross rides and improvements to cycling alignments through intersections providing much needed safety improvements to a well established east-west cycling link, that provides access to a large number of neighbourhoods and employment and major commercial destinations	Hyde Park Road to Wonderland Road North	01-Jun-19	30-Dec-19	London's urban bike lanes have measured daily cyclist volumes up to 180.	The separated boulevard paths are popular with commuters. However, conflicts exist at intersections. Intersection and safety improvements to provide an uninterrupted critical east west commuter cycling connections providing enhanced safety at critical intersections along a corridor that connects many neighbourhoods to numerous commercial designations and hubs at either end, linking to other cycling and transit facilities on both Wonderland Road, Hyde Park Road, and Oxford Street West further west of the project
Sarnia Road Bike Lanes	This project will involve the construction of a separated cycling facility filling a critical gap in the cycling infrastructure and providing for a safe uninterrupted commuter cycling route connecting residential areas with Western University and the downtown London.	from Sleightholme to Coombs Avenue	01-Jun-19	30-Dec-19	London's urban bike lanes have measured daily cyclist volumes up to 180.	Implementation of this project will fill a critical gap in the commuter cycling network, linking the very large student population of Western University to the surrounding neighbourhood. This link will provide a safe and efficient cycling facility for riders of all abilities to use.
Colborne Street Bike Lanes (South)	Construction of new bike lanes along this corridor will complete the north-south commuter cycling route between the north branch of the Thames river and the south branch of the Thames river, linking many historic neighbourhoods together and providing linkages to the large employment centres of the downtown core	Horton Street to Grey Street	01-Jun-19	30-Dec-19	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	This Corridor forms a critical link in the commuter cycling network connecting to the north and south branches of the Thames Valley Parkway and providing a continuous and direct connection to the large downtown employment area .
South Commuter Area Bike Parking	Addition of new commuter bicycle parking	One or two locations to serve cyclists combined with major transit stations	01-Sep-19	30-Dec-20	Modern (secure) bike parking for 100 to 200 bikes	Bike commuters require bike parking that is affordable, convenient and secure. There are no public bike parking facilities in London (other than bike racks and bike posts). The east side of downtown London is viewed as the logical location to locate a bike aprking facility. The need for adequate bike parking was one of the key priorities from the 2016 Cycling Master Plan.

Downtown East Bike Parking Facility	Addition of new commuter bicycle parking	East side of downtown London (Wellington & King)	01-Sep-19	30-Dec-20	Modern (secure) bike parking for 10 to 20 bikes	The ability to commute by bike to a current or future bus transit station is limited. South London currently has a number of commuter bus routes to downtown and other employment areas. Convenient, accessible and secure lockup facilities will support increased bike commuters that transfer to a current or future bus.
Colborne Street Bike Lanes (North)	Construction of new bike lanes along this corridor has been identified in the City's Cycling Master Plan and will complete the north-south commuter cycling route between the north branch of the Thames river and the south branch of the Thames river, linking many historic neighbourhoods together and providing linkages to the large employment centres of the downtown core	Dufferin Ave to Oxford Street	01-Jun-20	30-Dec-20	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	This Corridor forms a critical link in the commuter cycling network connecting to the north and south branches of the Thames Valley Parkway and providing a continuous and direct connection to the large downtown employment area
Fanshawe Park Road East & West Boulevard Path Improvements	This project will provide intersection improvements to an existing in-boulevard commuter cycling link, making it continuous through intersections. Intersection improvements will involve the implementation of cross rides and improvements to cycling alignments through the intersection providing much needed safety improvements to a well established east-west cycling link, that provides access to a large number of neighbourhoods as well as major employment and commercial destinations.	East of Wonderland Street North to Adelaide Street North	01-Jun-20	30-Dec-20	London's urban bike lanes have measured daily cyclist volumes up to 180.	The separated boulevard paths are popular with commuters. However, conflicts exist at intersections. Intersection and safety improvements to provide an uninterrupted critical east west commuter cycling connections providing enhanced safety at critical intersections along a corridor that connects many neighbourhoods to numerous commercial designations and hubs, as well as other significant cycling corridors on Adelaide Street and Wonderland Road
Hale Street Bike Lanes	This project involves the implementation and construction of bike lanes as identified in the City's Cycling Master Plan to "fill a gap" between two existing commuter cycling routes	From Trafalgar Street to Dundas Street	01-Jun-20	30-Dec-20	London's urban bike lanes in this area have measured daily cyclist volumes up to 180.	This critical link will provide for direct and efficient access between the Hamilton Road Business area and the existing neighbourhoods while also providing the additional benefit of providing a link to the Kiwanis Park pathway system and popular commuter cycling connection.
Trafalgar Street Bike Lanes	This project involves the implementation and construction of bike lanes as identified in the City's Cycling Master Plan to "fill a gap" between two existing commuter cycling routes	From Hale Street to Highbury Ave	01-Jun-20	30-Dec-20	London's urban bike lanes in this area have measured daily cyclist volumes up to 150.	This project will provide much needed cycling infrastructure in an under served neighbourhood, providing safe an efficient connections to existing commuter cycling routes within the City of London.

SCHEDULE “D”
DESCRIPTION OF ANNUAL ALLOCATIONS

D1.0 ANNUAL ALLOCATIONS

- D1.1 **Annual Declaration of OMCC Participation.** The Recipient will provide to the Province, on or before the Effective Date and annually thereafter, regardless of whether or not the Recipient chooses to participate in the OMCC Program in any Funding Year, an Annual Declaration of OMCC Participation in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).
- D1.2 **Province’s Review and Approval of Annual Declaration of OMCC Participation.** Upon receipt, the Province will review the Annual Declaration of OMCC Participation, together with any other declarations, reports or documents received from the Recipient pursuant to the Agreement, and may take one of the following actions: 1) approve it; 2) request for it to be modified and resubmitted for approval; or 3) refuse to approve it. Upon approval, at the Province’s sole discretion, Sub-schedule “D.1” (Table of Annual Allocations) will be amended and the Table of Annual Allocations deleted and replaced with a new table to capture any required changes.
- D1.3 **Annual Allocation Maximum Amount.** The Annual Allocation in any Funding Year will be up to the amount set out in the updated Table of Annual Allocations, pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation), for that Funding Year.

D2.0 CHANGES TO ANNUAL ALLOCATIONS

- D2.1 **Changes to Annual Allocations.** Subject to section D2.2 (Amending Agreement for Changes to Annual Allocations), the Parties agree that changes including, without limitation, the deletion and replacement of the Table of Annual Allocations in Sub-schedule “D.1” (Table of Annual Allocations) on a yearly basis pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation) will be made to the Annual Allocations.
- D2.2 **Amending Agreement for Changes to Annual Allocations.** Any change made to the Annual Allocations, pursuant to section D2.1 (Changes to Annual Allocations), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SUB-SCHEDULE "D.1"
TABLE OF ANNUAL ALLOCATIONS

FUNDING YEAR	PARTICIPATION IN THE OMCC PROGRAM FOR THE FUNDING YEAR (YES/NO)	ANNUAL ALLOCATION FOR THE PROJECTS	RECIPIENT CONTRIBUTION	OTHER FINANCIAL CONTRIBUTION
2017-2018	YES	\$ 3,303,752.26		
2018-2019				
2019-2020				
2020-2021				
TOTAL		\$ 3,303,752.26		

**SUB-SCHEDULE “D.2”
FORM OF ANNUAL DECLARATION OF OMCC PARTICIPATION**

ANNUAL DECLARATION OF OMCC PARTICIPATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the authorized representative of the Recipient.]**
Address: **[Enter the address of the authorized representative of the Recipient.]**
Telephone: **[Enter the telephone number of the authorized representative of the Recipient.]**
Facsimile: **[Enter the facsimile number of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**

RE: Ontario Municipal Commuter Cycling Program (“OMCC Program”) - Annual Declaration of OMCC Participation

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. The Recipient will participate in the OMCC Program for the **[Enter the Funding Year.]** and requests funding for each of the projects listed in this declaration.
2. The Recipient has a population, as indicated in the applicable box at the end of each of the following statements:
 - a) of 15,000 individuals or greater.
 yes no
 - b) less than 15,000 individuals.
 yes no
3. The Recipient, as indicated in the applicable box at the end of each of the following statements:

a) has a municipal council approved cycling plan, a copy of which can be accessed at **[Enter the link.]** or is attached to this declaration, or both, and all the projects listed in this declaration for consideration for OMCC funding are supported by this plan.

yes no

b) if the Recipient's answer under a) above is no, will develop a cycling plan. Once the municipal council has approved the plan, the Recipient will submit a copy of it to the Province. The Recipient will then also provide to the Province a list of projects supported by the plan for the Province's consideration for OMCC funding.

yes no

4. If the Recipient has a population of 15,000 individuals or greater, the Recipient has not and will not use OMCC Funds for any project until the municipal council has approved the cycling plan under which the project is supported, and the Province has approved and added the project on the Eligible Projects List.

5. The Recipient is submitting the following projects for the Province's consideration for OMCC funding for the **[Enter the Funding Year.]**:

PROJECT TITLE	PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	CURRENT ESTIMATED WEEKDAY RIDERSHIP IN PROJECT AREA	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS	MAJOR ORIGIN/ DESTINATION	POTENTIAL VEHICLE TRIP REDUCTION

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

E1.0 DEFINITION

E1.1 **Definition.** For the purposes of this Schedule “E” (Eligible and Ineligible Costs):

“**Eligible Costs Date of Effect**” means:

- (a) the Effective Date; or
- (b) in the case of the 2017-18 Funding Year for Eligible Projects included in applications submitted by September 8, 2017, May 30, 2017.

E2.0 ELIGIBLE COSTS

E2.1 **Eligible Costs Date of Effect.** Eligible Costs can begin to accrue as of the Eligible Costs Date of Effect.

E2.2 **Scope of Eligible Costs.** Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the design and construction of an Eligible Project. Eligible Costs include, unless the Province otherwise provides in writing, only the following capital costs that are directly attributable to the commuter cycling component of the Eligible Project:

- (a) municipal council approved initial cycling plan and any update to the initial plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (b) municipal council approved active transportation plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (c) design and engineering;
- (d) materials to construct an Eligible Project;
- (e) labour to construct an Eligible Project; and
- (f) costs not listed in paragraphs E2.2 (a), (b), (c), (d) and (e) that the Province considers necessary for the successful implementation of an Eligible Project and which have received the prior written approval of the Province.

E3.0 INELIGIBLE COSTS

E3.1 **Scope of Ineligible Costs.** Unless a cost is considered an Eligible Cost pursuant to Article E2.0 (Eligible Costs), all other costs will be considered an Ineligible Cost. Without limitation, indirect costs listed in section E3.2 (Indirect Costs), the costs that are over and above the OMCC Program scope listed in section E3.3 (Costs Above Projects Scope), and the following costs will be considered, at the sole discretion of the Province, Ineligible Costs:

- (a) planning costs;
- (b) data collection;
- (c) tourism cycling infrastructure;
- (d) recreation cycling infrastructure;
- (e) low frequency cycling infrastructure;

- (f) multi-use infrastructure, unless it is primarily for commuter cycling and not primarily for other cycling, active transportation or other modes of transportation;
- (g) planning;
- (h) property acquisition, property costs, ancillary property acquisition costs and any interest in land;
- (i) administration/overhead by the Recipient, municipal staff and municipal project management;
- (j) legal;
- (k) maintenance or minor capital improvements to existing commuter cycling infrastructure;
- (l) landscaping;
- (m) maintenance work;
- (n) roadway works (if constructed at the same time as the Eligible Project, only the Eligible Project's Eligible Costs will be funded);
- (o) operational costs;
- (p) data collection required for the Usage Data Report;
- (q) communications events, including educational or promotional signage;
- (r) roadway lighting not specifically for commuter cycling infrastructure;
- (s) end of route or in-route support facilities, including but not limited to showers, change rooms, benches for resting;
- (t) data collection (other than capital costs associated with purchasing automatic bicycle counters) costs;
- (u) Recipient's regular business costs;
- (v) environmental assessment and other approval costs;
- (w) storage costs for projects which extend for more than one year;
- (x) financing charges;
- (y) pedestrian-only or motor vehicle infrastructure;
- (z) GIS mapping;
- (aa) in-kind contributions, including labour and materials;
- (bb) work initiated prior to May 30, 2017;
- (cc) non-commuter cycling infrastructure or other works located on or adjacent to the Eligible Project that is part of an Eligible Project;
- (dd) addition/modification of roadways, intersections or turning lanes for motor vehicles and that are not part of an Eligible Project;
- (ee) infrastructure additions/modifications that do not increase commuter cycling (e.g., decorative lighting and paving); and
- (ff) any other costs which are not specifically listed as Eligible Costs in section E2.2 (Scope of Eligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

E3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Costs and are not eligible for funding under the OMCC Program:

- (a) applying for provincial funding;
- (b) OMCC Program evaluation and audit, unless otherwise explicitly set out in the Agreement;
- (c) office space in a facility, including a maintenance and storage facility;
- (d) obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (e) costs associated with planning studies and project planning, other than those specified in the Eligible Projects List, including the Recipient's Official Plan and Transportation Master Plan;
- (f) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (g) any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Projects;
- (h) carrying costs incurred on the funding share of any funding partner;
- (i) municipal staff travel;
- (j) litigation costs, including any litigation costs, incurred by the Recipient in proceedings against the Province or the Recipient;
- (k) costs not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

E3.3. Costs Above Projects Scope. The Province will not fund expenditures related to activities undertaken as part of the Projects that are over and above the scope of the Projects on the Eligible Projects List. These costs include, but are not limited to:

- (a) upgrading municipal services and utilities;
- (b) relocating municipal services and utilities unless specifically required for the Eligible Project;
- (c) upgrades to materials beyond pre-existing municipal standards; and
- (d) costs for Eligible Projects not completed by December 30, 2020.

SCHEDULE “F” REPORTING AND EVALUATION

F1.0 ANNUAL FINANCIAL REPORTS

- F1.1 Annual Financial Reports.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province an Annual Financial Report, in the form provided in section F5.3 (Form of Annual Financial Reports), on or before January 28 of each Funding Year. The Annual Financial Report will:
- (a) be certified by the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information), and identify any actual or potential financial issues in carrying out any of Eligible Projects, and corresponding mitigating strategies;
 - (b) account for all Eligible Costs incurred for each Eligible Project completed or in the process of being completed, and include appropriate confirmation that the Recipient has provided its 20% share of Eligible Costs for each Eligible Project;
 - (c) declare any interest earned on the Funds and the use of that interest for the implementation of any Eligible Project; and
 - (d) include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

F2.0 ANNUAL IMPLEMENTATION REPORTS

- F2.1 Annual Implementation Reports.** Unless the Province specifies otherwise in writing to the Recipient, the Recipient will submit to the Province an Annual Implementation Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report) certified by the senior financial officer of the Recipient identified in Schedule “B” (Recipient Information) and a professional engineer, identifying any actual or potential project, its current status and implementation issues in carrying out any Eligible Project and corresponding mitigating strategies, on or before January 28 in each Funding Year.
- F2.2 Annual Eligible Projects Declaration.** The Recipient will submit, together with each Annual Implementation Report, an Annual Eligible Projects Declaration in accordance with Article J3.0 (Annual Eligible Projects Declaration).

F3.0 FINAL REPORT

- F3.1 Final Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province a Final Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report), on or before February 28, 2021.
- F3.2 Aboriginal Consultation Reporting.** The Final Report will also include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it.

F4.0 USAGE DATA REPORTING

- F4.1 Completion of post-project Evaluation.**

- (a) Unless the Province otherwise agrees, at its sole discretion and in writing, the Recipient agrees to conduct a post-project evaluation of each Eligible Project for the first 24 months after each Eligible Project is opened for use.
- (b) The purpose of the post-project evaluations in paragraph (a) is to assist the Province in assessing the increase in commuter cycling resulting from each Eligible Project and the resultant GHG benefits.

F4.2 Usage Data Reports.

- (a) An Eligible Projects Usage Data Report will be submitted after each Eligible Project within 30 days of completing the required counts.
- (b) The Recipient will submit to the Province a Final Usage Data Report that summarizes all Eligible Projects Usage Data Reports no later than 60 days after March 31, 2023. Despite the above, if all of the data collection requirements in the Agreement have been met, the Recipient can submit the Final Usage Data Report earlier.
- (c) The Recipient will, in accordance with section F4.3 (Required Counts for an Eligible Projects Usage Data Report) and for the purpose of the Usage Data Reports, count the number of cyclists using the infrastructure built for each Eligible Project.
- (d) For each collection period, the Recipient will specify the day of the week, date and time of day the count was conducted, as well as the weather conditions at the time of the count.
- (e) The Recipient must submit two Eligible Projects Usage Data Report for each Eligible Project, one for first 12 months of operation and one for the second 12 months of operation.
- (f) If the Recipient already has an established counting program, the Recipient can use it and submit extra data.

F4.3 Required Counts for an Eligible Projects Usage Data Report. The Recipient will collect the data for an Eligible Projects Usage Data Report using the following counting methods:

Automated Counters (Permanent and Portable)

- (a) If automated counters are installed for any Eligible Project, the Recipient will collect data for that Eligible Project using the automated counters.
- (b) The Recipient will collect data, under (a) above, on a 24-hour daily continuous basis for the timeframes specified in F4.4 (Data Collection Timeframe).

Manual Counts

If manual counts are carried out for a completed Eligible Project, the Recipient agrees to complete 3 counts in the same month for the timeframes specified in F4.4 (Data Collection Timeframe) as follows:

- (a) one count on a Tuesday, Wednesday or Thursday between 07:00 and 10:00;
- (b) a second count on the Tuesday, Wednesday or Thursday used for paragraph F4.3(a) for any two consecutive hours between 15:00 and

19:00; and

- (c) a third count on the Saturday preceding or following the counts in paragraphs F4.3(a) and (b) between 12:00 and 14:00.

F4.4 Data Collection Timeframe. The Recipient will collect data for the Usage Data Report after Substantial Completion of each Eligible Project. The Recipient will submit an Eligible Projects Usage Data Report for that Eligible Project to the Province..

Automated Counters (Permanent and Portable)

- (a) Recipients with automated counters will collect data for 24 consecutive months after an Eligible Project is opened for use, and aggregate those data as directed by the Province.
- (b) Recipients with permanent automated counters on the site of an Eligible Project will collect data continuously for the first 24 months.
- (c) Recipients with portable automated counters, whether purchased with Funds or not, will collect data continuously 24 hours per day for seven consecutive days, twice in the first 12 months of operation at least five months apart, and twice in the second 12 months of operation at least five months apart..

Manual Counts

- (a) The Recipient will collect data as follows:
 - (i) If the Recipient's population is less than 15,000 individuals, the Recipient will collect data in September and May or July of each year for 24 months.
 - (ii) If the Recipient's population is 15,000 individuals or greater, the Recipient will collect data once per season (4 times per year) for 24 months.

F4.5 Costs. The Recipient will be responsible for its own costs in relation to the data collection, and the preparation and submission of the Usage Data Report.

F5.0 ADMINISTRATIVE PROCEDURE AND FORM

F5.1 Administrative Procedures. The Recipient will, when submitting Reports, follow the administrative procedures specified by the Province.

F5.2 Form of Annual Implementation Reports and Final Report. The Annual Implementation Reports and Final Report will be in a form satisfactory to the Province and will include all of the following:

- (a) a detailed description and status of work for each Eligible Project, whether under development or completed, for which Funds will be or have been used, including photographs;
- (b) projected completed date of each Eligible Project under construction or for which Funds are projected to be used to complete the Eligible Project by December 30, 2020;

- (c) how the communications requirements set out in Schedule “G” (Communications Protocol) have been implemented or applied in the Funding Year;
- (d) copies of certificates of Substantial Completion for each Eligible Project;
- (e) a warrant for each Eligible Project that any required approval including, without limitation, land approval has been obtained and complied with;
- (f) details of how the objectives of the Province have been met;
- (g) if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it; and
- (h) any other information respecting the Projects the Province may, at its sole discretion, request.

F5.3 Form of Annual Financial Report. The Annual Financial Report will be in a form satisfactory to the Province and will include all of the following:

- (a) the Funds spent on each Eligible Project;
- (b) Eligible Costs of each Eligible Project;
- (c) funding provided by the Recipient and received from third party sources for each Eligible Project;
- (d) the amount of Funds in the interest bearing account at the beginning and end of each Funding Year;
- (e) the interest earned on the Funds and the use of the interest for the Eligible Costs of Eligible Projects;
- (f) Funds remaining in the interest bearing account by December 30, 2020; and
- (g) details on how the Province’s interests, with respect to climate change by reducing vehicle trips and GHGs through increased commuter cycling, have been met.

F6.0 PUBLIC DOCUMENTS

F6.1 Public Documents. The Recipient acknowledges and agrees that the Reports and any other report will be public documents.

F7.0 CHANGES TO REPORTING

F7.1 Changes to the Reporting. Subject to section F7.2 (Amending Agreement for Changes to the Reporting), the Parties agree that changes, as determined by the Province at its sole discretion, may be made to the reporting.

F7.2 Amending Agreement for Changes to the Reporting. Any change made to the reporting, pursuant to section F7.1 (Changes to the Reporting), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 PURPOSE

G1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products to recognize the contributions of the Government of Ontario and the Recipient.

G2.0 GENERAL PRINCIPLES

G2.1 **Promotion.** The Recipient must promote each Eligible Project when opened for use by cyclists through communications activities and products as being funded by the province through Climate Action Plan funding. The Recipient must also promote that each Eligible Project’s purpose is to support GHG reduction by supporting increase commuter cycling.

G2.2 **Joint Communications.** The Recipient agrees to obtain the Province approval for all communications products and to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.

G2.3 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in any Eligible Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.

G2.4 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.

G2.5 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).

G2.6 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.

G2.7 **Approval of Province.** All communications must reference the Government of Ontario and must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

G3.0 PROJECT COMMUNICATIONS

G3.1 **General.** All written communications concerning the Agreement and any Eligible Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G3.2 **Provincial Funding Statement.** All public information material made by the Recipient concerning the Agreement and any Eligible Projects will clearly indicate that the Eligible Project is partially funded by the Government of Ontario.

G3.3 Project Promotion.

- (a) The Recipient is responsible for the promotion and its activities and objectives within their jurisdiction. The Recipient will provide for each Eligible Project, as appropriate, project communications such as: a project web site, print, audiovisual and other communications about the Eligible

Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.

- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues concerning the Agreement and any Eligible Project. The Province will advise the Recipient, where appropriate, about media inquiries.
- (d) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-OMCC Program specific communications. Each commits to acknowledging the other's involvement in the OMCC Program.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about each Eligible Project to the Province to support wider communications about the provincial funding.

G4.0 COMMUNICATING WITH THE PUBLIC

G4.1 General.

- (a) The Recipient will provide Notice to and consult with the Province, a minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to any Eligible Project. This is to provide the Province with sufficient notice of key communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance Notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.
- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Agreement. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that a completed Eligible Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G3.3(b).

G4.2 Signing of the Agreement. The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

- G4.3 Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the OMCC Program and any Eligible Project. Such material will be prepared in a manner consistent with this Schedule “G” (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.
- G4.4 News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of each Eligible Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.
- G4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.**
- (a) The Recipient and the Province agree to hold news conferences at the request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.
 - (b) No public announcement relating to any Eligible Project, with the exception of those Notices described in paragraph G3.3(b), will be made by the Recipient without the prior consent of the Province.
 - (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.
- G4.6 Signage.**
- (a) Prior to initiating construction and after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province’s contribution to each Eligible Project. The signage will be at least equivalent in size and prominence to the Recipient’s and other contributors’ signage. The signage will remain in place until 90 days after construction is completed.
 - (b) The Recipient will provide and install, upon completion of each Eligible Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement for two years after the completion of the Eligible Project.
 - (c) Except for signage acknowledging any Eligible Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage will be erected at each site by the Recipient.
- G4.7 Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out project-related communications events, including educational and promotional signage.
- G4.8 Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between

the Province and the Recipient.

G4.9 **Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

**SCHEDULE “H”
DISPOSAL OF AND REVENUES FROM ASSETS**

H1.0 DEFINITION

H1.1 **Definition.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H2.0 DISPOSAL OF ASSETS

H2.1 **Payment If Early Disposal.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time on or before December 30, 2031, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset other than to the Province, a Local Government or a Crown agent of the Province. Upon disposal of the Asset, the Recipient hereby undertakes to pay an amount equal to the percentage of Funds received from the Province for the Asset, forthwith on demand, as set out in the table below:

DISPOSAL PERIOD	PERCENTAGE OF FUNDS (IN CURRENT DOLLARS)
On or before December 30, 2022	100%
After December 30, 2022 and on or before December 30, 2025	75%
After December 30, 2025 and on or before December 30, 2029	50%
After December 30, 2029 and on or before December 30, 2031	25%
After December 30, 2031	0%

**SCHEDULE “I”
ABORIGINAL CONSULTATION PROTOCOL**

I1.0 DEFINITIONS

I1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I2.1 (Development of Plan).

“**Aboriginal Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

“**Aboriginal Community**” includes First Nation, Métis and Inuit communities or peoples of Canada.

I2.0 ABORIGINAL CONSULTATION PLAN

I2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

I2.3 **Provision of Plan to Province.** If, pursuant to section I2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I2.4 **Changes to Plan.** The Province, in the Province’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I3.0 ABORIGINAL CONSULTATION RECORD

I3.1 **Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraph F1.1(d), subsection F3.2 (Aboriginal Consultation Reporting) and paragraph F5.2(g).

I4.0 RESPONSIBILITIES OF THE RECIPIENT

I4.1 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or

- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

14.2 **Direction from the Province and Contracts.** The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section 14.1 (Notification to and Direction from the Province).

SCHEDULE “J” CERTIFICATES AND DECLARATIONS

J1.0 PROCEDURES

J1.1 **Procedures.** The Recipient agrees that this Schedule “J” (Certificates and Declarations) will apply to the Projects.

J2.0 ANNUAL FUNDING CERTIFICATES

J2.1 **Timing and Documents.** The Recipient will submit Annual Funding Certificates to the Province, in the form provided in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate), signed by the senior financial of the Recipient identified in Schedule “B” (Recipient Information) and completed to the Province’s satisfaction, attesting, amongst other matters, that all Funds have been spent on Eligible Projects and Eligible Costs.

J2.2 **Timing of Annual Funding Certificate.** The Recipient will submit an Annual Funding Certificate to the Province, together with the Annual Financial Report, in each Funding Year.

J3.0 ANNUAL ELIGIBLE PROJECTS DECLARATION

J3.1 **Timing and Documents.** The Recipient will submit an Annual Eligible Projects Declaration to the Province, in the form provided in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration), signed by an approved Recipient representative and completed to the satisfaction of the Province.

J3.2 **Timing of Annual Eligible Projects Declaration.** The Recipient will submit the Annual Eligible Projects Declaration as a component of the Annual Implementation Report to the Province.

J4.0 SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

J4.1 **Timing and Documents.** The Recipient will submit to the Province, in the form provided in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion), a Solemn Declaration of Substantial Completion for each Eligible Project. The Recipient will include all of the documentation required in the Solemn Declaration of Substantial Completion and fully complete and execute the declaration.

J4.2 **Submission of Declarations of Substantial Completion.** The Recipient will submit the declaration(s) in each Funding Year as attachment(s) to the Annual Implementation Reports.

J5.0 FINAL ADJUSTMENTS

J5.1 **Final Adjustments.** After the Recipient has submitted its Final Report and before the Expiry Date, the Parties will jointly carry out a final reconciliation of all Funds in respect of the Project and make any adjustments required in the circumstances.

SUB-SCHEDULE "J.1"
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL FUNDING CERTIFICATE

ANNUAL FUNDING CERTIFICATE

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the Senior Financial Officer of the Recipient.]**
Address: **[Enter the address of the Senior Financial Officer of the Recipient.]**
Telephone: **[Enter the telephone number of the Senior Financial Officer of the Recipient.]**
Facsimile: **[Enter the facsimile number of the Senior Financial Officer of the Recipient.]**
Email: **[Enter the email address of the Senior Financial Officer of the Recipient.]**

ON BEHALF OF: **[Enter the Recipient's name.]**

RE: **Ontario Municipal Commuter Cycling (OMCC) Program - Annual Funding Certificate**

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[Enter the name and title of the senior financial officer of the Recipient listed in Schedule "B" (Recipient Information).]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief for Funding Year **[Enter the Funding Year.]**:

On and as of the date set out below:

1. Funds have only been expended on Eligible Projects listed on the Eligible Projects List, as described in Sub-schedule "C.1" (Eligible Projects List) of the Agreement, and the Eligible Projects funded this Funding Year are as listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
3. The Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate will be completed by December 30, 2020.

4. The work undertaken for Eligible Projects conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.
5. Any Funds the Recipient received before the Recipient's immediate need were placed in an interest bearing account in accordance with section A4.5 (Interest Bearing Account) of the Agreement, and any interest earned on the Funds is noted in Appendix A (Eligible Projects Funding Year) to this certificate and was used only as noted in the appendix.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

**APPENDIX A
ELIGIBLE PROJECTS FOR FUNDING YEAR [Note: Enter the Funding Year.]**

FUNDING YEAR	ELIGIBLE PROJECT	ELIGIBLE PROJECT START DATE	ELIGIBLE PROJECT END DATE	ELIGIBLE COSTS		RECIPIENT FUNDS EXPENDED		FUNDING FROM OTHER SOURCES USED		TOTAL ELIGIBLE PROJECT COSTS
				\$	% of Funds	\$	% of Total Eligible Project Costs	\$	% of Total Eligible Project Costs	
Total										

INTEREST ON FUNDS

- (a) The interest earned on the Funds for the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (b) The interest earned on the Funds since the Effective Date of the Agreement is **[\$x dollars]**.
- (c) The interest used towards the Eligible Costs of Eligible Projects in the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (d) The interest used for the Eligible Costs of Eligible Projects since the Effective Date of the Agreement is **[\$x dollars]**.

SUB-SCHEDULE "J.2"
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL ELIGIBLE PROJECTS DECLARATION

ANNUAL ELIGIBLE PROJECTS DECLARATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the authorized representative of the Recipient.]**
Address: **[Enter the address of the authorized representative of the Recipient.]**
Telephone: **[Enter the telephone number of the authorized representative of the Recipient.]**
Facsimile: **[Enter the facsimile number of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**

RE: Ontario Municipal Commuter Cycling Program - Annual Eligible Projects Declaration

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule "B" (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
 - c. and prior to the Recipient having used any of the Funds for an Eligible Project, the Recipient has complied with all of the requirements set out in paragraphs A32.1(c)(i), (ii) and (iii).
 - d. the Recipient has attached a valid certificate of insurance for the current Funding Year;
 - e. the Recipient has attached the municipal council approved enabling by-law for the current Funding Year;

- f. the Recipient has met the 20% funding requirements for each Eligible Project implemented with Funds;
- g. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for liens under that Act.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed on the Eligible Projects List

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

**SUB-SCHEDULE “J.3”
 ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
 FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

TO: Transportation Policy Branch
 Ontario Ministry of Transportation
 777 Bay Street, 30th Floor
 Toronto, ON M7A 2J8
 Telephone: 1-844-671-7438
 Facsimile: (416) 585-7204
 E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the professional engineer.]**
 Address: **[Enter the address of the professional engineer.]**
 Accreditation: **[Enter the accreditation number of the professional engineer.]**
 Telephone: **[Enter the telephone number of the professional engineer.]**
 Facsimile: **[Enter the facsimile number of the professional engineer.]**
 Email: **[Enter the email address of the professional engineer.]**

RE: Ontario Municipal Commuter Cycling Program - Solemn Declaration of Substantial Completion

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[Enter the name and title of the professional engineer.]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. I am the _____ **[Enter the title, department, or organization.]**, and as such have knowledge of the matters set forth in this declaration.
2. The projects listed below in this declaration are listed in Sub-schedule “C.1” (Eligible Projects List) to the Agreement as Eligible Projects. These Eligible Projects have reached Substantial Completion, as defined in the Agreement, as follows:

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	SUBSTANTIAL COMPLETION DATE FOR THE ELIGIBLE PROJECT

3. The value of the Eligible Costs for substantially completed work on each Eligible Project listed in section 2 above is as noted below:

ELIGIBLE PROJECT NAME	ELIGIBLE COSTS FOR THE ELIGIBLE PROJECT	RECIPIENT'S CONTRIBUTION TOWARDS THE ELIGIBLE COSTS OF THE ELIGIBLE PROJECT

4. The work for all Eligible Projects described in this declaration:

- a. was supervised and inspected by qualified staff;
- b. conforms with the plans, specifications and other documentation for the work;
- c. conforms with the Environmental Laws (as defined in the Agreement), and appropriate mitigation measures have been implemented; and
- d. conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

Bill No. 97
2018

By-law No. A.-_____

A by-law to authorize and approve a Memorandum of Understanding between Canadian Plastics Industry Association, and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

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

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

AND WHEREAS it is deemed appropriate for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with the Canadian Plastics Industry Association to carry out research and development projects which generate knowledge, expertise and trained personnel with a focus on valorization of waste plastic (resource residues); and share waste plastic resources management expertise (policy, technology, education, sustainability frameworks) with the industry partners, Western University/Institute of Chemicals and Fuels from Alternative Resources (Western/ICFAR) and other stakeholders;

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

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

1. The Memorandum of Understanding between The Corporation of the City of London and Canadian Plastics Industry Association, attached as "Schedule A" to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Memorandum of Understanding authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

“Schedule A”

Memorandum of Understanding

Between

The Corporation of the City of London (“City”)

And

Canadian Plastics Industry Association (CPIA)

Whereas the City has established a special policy area in the City’s Official Plan, referred to as the Waste Management and Resource Recovery Area, that plans for the continued evolution of the W12A Landfill and nearby lands into an “Integrated Waste Management Centre” that utilizes environmentally responsible and sustainable operations and practices and achieves a high standard of compatibility with its environs and neighbours;

Whereas the remaining life expectancy of the W12A Landfill as of January 1, 2017 is approximately eight years or less;

Whereas the City wishes to examine, support, conduct research and/or implement projects under the broad classification(s) of resource recovery, energy recovery and/or waste conversion within the special policy area, in other locations in London, or in collaboration with others outside of London as part of its continuous improvement system for solid waste management. The continuous improvement system is described in several public documents including City of London Continuous Improvement System for Waste Management (1997), A Road Map to Maximize Waste Diversion in London (2007) and Road Map 2.0 The Road to Increased Resource Recovery and Zero Waste (2013);

Whereas the City wishes to pursue projects, relationships and partnerships for the purposes of innovation, creativity, best practices and excellence in solid waste management and is proposing to operate, subject to final Municipal Council approval, under a banner known as the London Waste to Resources Innovation Centre (LWRIC);

Whereas CPIA which represents the Canadian plastics value chain has the aspirational goal of Zero Plastics to landfill, endorses Sustainable Materials Management practices such as reduction, reuse, recycling and recovery under London’s broad classification(s) of resource recovery, energy recovery and/or waste conversion, CPIA now wants to extend its relationship and in partnership with the City for mutual benefits;

Whereas CPIA has various research and policy interests in the broad sector of solid waste plastics resource management that represent significant secondary resource management current and future opportunities at the local, regional, Canada-wide and international levels;

Whereas the City and CPIA recognize that the current framework direction for waste management and waste diversion in Ontario has been set through the *Waste Free Ontario Act, 2016* and the Strategy for a Waste-Free Ontario: Building the Circular Economy (February 2017); and

Whereas the City and CPIA recognize that the current set policy framework direction for waste resource management and diversion in Ontario to support a Circular Economy also requires a Sustainable Materials Management life cycle approach to be more environmentally, economically and socially sustainable to manage all plastics (and other waste resources) to achieve the aspirational goal of no plastics to landfill through Integrated Waste Resource Management recovery systems that make use of a hierarchy of technologies from conventional recycling to advanced resource recovery technologies.

1.0 Purpose of the Memorandum

This Memorandum of Understanding (“MoU”) is intended to set out the mutual intentions of the City and CPIA to advance their joint waste conversion, resource and energy recovery and policy objectives. The MoU is based upon the mutual understanding that the combined expertise, influence and commitment of the parties are better applied together to support their common goals. The MoU establishes the non-legally binding framework and set of principles for enhanced and focused coordination and collaboration to support their shared interests in waste diversion, waste conversion and resource and energy recovery.

The parties to this MoU acknowledge that if they wish to jointly carry out specific initiatives that may arise out of this MoU, they will have to engage in further discussion and prepare necessary agreements to define, authorize and execute, among other things, each party’s roles and responsibilities, resource allocation and other details.

The MoU is not an exclusive arrangement and does not restrict either party from pursuing their mandates either on their own or in collaboration with any other party.

2.0 Short Term Objective

The short term objective of the collaboration between the City and CPIA is to:

- build on the existing foundation of traditional and innovative projects to divert waste from the landfill and create value added products from waste plastic resources;
- create a focal point (location or locations) for the ongoing examination of innovative solutions for waste reduction, resource recovery, energy recovery and/or waste conversion;
- work on and promote research and other innovations to support overall policy changes and improvements to current legislated frameworks of the Province that will recognize and include Sustainable Materials Management life cycle and Circular Economy practices and frameworks to continuously improve environmental, economic and social sustainability of society;
- establish partnerships and collaborations between government, academia and businesses to build on existing strengths to create opportunities to prevent waste, to create products of value from waste plastic resources and other materials, and to solve existing waste resource management challenges;
- be known as a Centre of Excellence with resources providing leadership, implementing best practices, undertaking leading edge research, providing support and/or training, and providing resources for industry, academia and others in the various fields of resource and waste management; and
- be it known that CPIA is one of a number funding partners in the University of Western Ontario/Institute for Chemicals and Fuels from Alternative Resources (Western/ICFAR) to support overall research and policy goals of CPIA and the City of London through advanced research on new products and advanced innovative technologies to manage plastic and other solid waste resources.

3.0 General Arrangement

This MoU sets out the General Arrangement between the parties that will be the basis for working together.

The responsibilities of the City are to include:

- Share waste management knowledge and expertise with CPIA and other partners including Western/ICFAR;
- Assist with funding applications and discussions/negotiations with potential partners;
- Provide access to the boardroom and education room in the Material Recovery Facility (MRF), W12A Landfill Site and other City facilities (Attachment A);

- Participate in project development, design and/or implementation;
- Participate, when available, in discussions, tours and related activities;
- Provide solid waste materials, in appropriate quantities, for resource recovery;
- Participate and/or make available resources to assist with student research;
- Assist with reporting, being available for media interviews and related matters; and
- Keep London Municipal Council informed of progress.

The responsibilities of CPIA are to include:

- Carry out research and development projects supported by grants, contracts which generate knowledge, expertise and trained personnel with a focus on valorization of waste plastic resources residues with the agreement and jointly with the City of London and other partners (Attachment B);
- Share waste plastic resources management expertise (policy, technology, education, sustainability frameworks) with the City, with the industry partners and Western/ICFAR;
- Act as window of access to plastic industry expertise and networking opportunities for the City, government agencies, Western/ICFAR and potential industry partners to maximize synergies of expertise, infrastructure and resources;
- Proactively engage in conversations with the City, industry partners, government(s) and Western/ICFAR to ensure continuous review and improvement of current initiatives and development of new projects; and
- Promote the partnership with the City and its successes within CPIA's membership and broadly to governments and other stakeholders through webinars, conferences and other CPIA communication channels.

4.0 Formal Agreement

The parties agree to work together to develop a Formal Agreement to undertake activities that involve capital works, contracts with funding agencies, contracts with private companies and investors.

The Formal Agreement will follow the same approval processes as this General Arrangement.

5.0 Effective Date and Duration

This MoU will come into effect upon the date it has been signed by all signatories and will remain in effect until March 31, 2020.

This MoU will be reviewed two months prior to the anniversary date and any agreed to amendments added to the MoU. Substantive changes will trigger the approval process for the MoU and this determination is at the discretion of the City and CPIA.

A participant may withdraw from this MoU by providing a sixty (60) written notice to the other parties.

This MoU is subject to approval processes required by each of the parties.

DATED this _____ day of _____.

IN WITNESS WHEREOF:

THE CORPORATION OF THE CITY OF LONDON

By:

Name: Matt Brown

Title: Mayor

By:

Name: Catharine Saunders

Title: City Clerk

I/We have authority to bind the City.

Canadian Plastics Industry Association (CPIA)

By:

Name: Carol Hochu

Title: President & CEO

By:

Name: Joseph P. Hruska

Title: Vice President Sustainability

I/We have authority to bind the corporation.

ATTACHMENT A

OVERVIEW OF CITY OF LONDON WASTE MANAGEMENT FACILITIES (www.london.ca)

The City contributes to the health of the environment and its citizens through appropriate collection and management of garbage, recyclables, yard materials, household special waste, and other designated waste materials. This involves providing pick-up and drop-off services within London, processing and creating products of value from compostable/recyclable/reusable materials; and disposing of garbage in an environmentally responsible manner, including the ongoing monitoring and management of closed landfills and other sites producing methane.

To support these services the City owns and operates an array of Solid Waste diversion and disposal assets valued at over \$64 Million. These range from public waste and recycling bins, to drop off depots and one active landfill (W12A) and many closed landfill sites.

The City also owns a centralized Material Recovery Facility (MRF) which provides recycling services to London and several neighbouring communities. The MRF was newly constructed in 2011 and is operated and maintained by an outside contractor.

Drop off locations (Community EnviroDepots) are provided for special wastes including household special waste, yard materials, electronics, scrap metal, tires, roofing, etc. Solid Waste is responsible for maintaining these assets in serviceable condition between replacement cycles, ensuring compliance with Provincial regulations and maintaining the continuity of solid waste services to the citizens of London and other customers.

General household waste is primarily collected by the City while recycling pick-up and processing services are contracted out. The City owns and operates a fleet of garbage truck.

The W12A Landfill consists of a number of assets including landfill cells, buildings, leachate and gas collection systems and stormwater maintenance ponds. This facility operates within its Operation Plan, with additional disposal cells being brought online to accommodate waste in accordance with its Environmental Compliance Approval. Based on projected use, the current landfill will reach capacity in about 2023, at which point it will require an expansion (or other long term disposal solution) to provide the city with the space needed to meet its future needs.

The W12A buildings (Incl. Site Works & Equipment) includes the roads, curbs and landscaping as well as the administration, maintenance and scale house buildings. The W12A Leachate Collection System collects and conveys leachate for treatment. This system is capable of meeting the current City's needs and is expanded as new disposal cells are constructed. The Landfill Gas Collection System collects and conveys landfill gas to the on-site landfill gas flare for destruction. This system is capable of meeting current City's needs and is expanded as new disposal cells are constructed.

On-site W12A Stormwater Management Ponds and site drainage infrastructure collect and treat surface runoff from snow and rain that impact the site. Maintenance occurs on a planned basis, with investments identified through regular inspections.

Any expansion or examination of alternatives will be undertaken as per the requirements of the Environmental Assessment Act.

Buffer land is comprised of City owned land adjacent or near the W12A Landfill that has been acquired to provide an appropriate buffer from existing operations and to provide buffering for possible future landfill expansion and resource recovery facilities. It is expected that additional land will be acquired for these purposes over the next several years.

ATTACHMENT B

OVERVIEW OF THE CANADIAN PLASTICS INDUSTRY ASSOCIATION

CPIA Profile www.plastics.ca

Since 1943, the Canadian Plastics Industry Association (CPIA) has been the voice of the Canadian plastics industry.

With over 2,422 companies employing 76,530 workers, Canada's \$17.6 billion plastics industry is a sophisticated, multi-faceted sector encompassing plastic products manufacturing, machinery, moulds, and resins.

CPIA is a dynamic, member driven, not-for-profit association dedicated to the growth of plastics businesses and helping the industry reach its full potential.

We are an advocacy association and we speak with one powerful voice to improve environmental, economic and social sustainability through the benefits of plastics across all sectors of society.

CPIA's Areas of Focus:

Reputation Enhancement & Outreach

We create a more positive public and political climate for the industry by proactively promoting the benefits of plastics through our Intelligent Plastics campaign.

Post-Use Resource Recovery Leadership

We work with government and the private sector to increase recycling and energy recovery rates.

Issues & Opportunities Management

CPIA educates and promotes the environmental, economic and social benefits of plastics, defends the industry against specific product attacks, and fosters innovation.

CPIA is fully committed to building upon the industry's long history of innovation and achievement by taking advantage of new opportunities, building the plastics brand image and meeting industry challenges as they arise.

We work with governments and partners across the country on a number of ground-breaking recycling initiatives and advanced resource recovery initiatives.

Through relationships with similar associations around the world, we are efficiently and effectively promoting and protecting plastics globally.

Through forums and other networking events, CPIA brings together leaders in the industry to share ideas, discuss business opportunities, and promote trade and innovation.

Mission

To be the trusted national voice and chief advocate for plastics in Canada, providing leadership on pivotal issues and policies throughout the plastics lifecycle and promoting and defending the sustainable economic, environmental and social benefits of the plastics industry and our products.

Vision

An increasing appreciation for & use of plastics, driven by a responsible and globally competitive Canadian industry.

APPENDIX B

EXISTING AND PREVIOUS MEMORANDUMS OF UNDERSTANDING

The City has four Memorandums of Understanding (MoUs) approved by Council:

- **Bio-TechFar Inc.** – a working relationship to undertake testing and research; write and present reports; develop data/information including a feedstock inventory; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from biomass waste that would normally be sent to recycling and/or disposal facilities. Bio-Techfar have developed a proprietary pyrolysis technology, referred to as the BT-100/500, that has successfully converted a range of biomass materials into pyrolysis-oil and pyrolysis-char for both energy and non-energy applications. Bio-Techfar now wants to increase the technology throughput for biomass materials such as forestry residuals, agricultural residuals, yard waste and other industrial or municipal biomass materials/waste streams. The expiry date of this MoU is December 31, 2019.
- **Hawthorne Green Key Group** – a working relationship designed to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from waste that would normally be sent to recycling and/or disposal facilities. Hawthorne has the Canadian rights to a proprietary pyrolysis technology that has successfully converted a range of biomass materials into energy, chemicals and/or fuels, now wants to determine the viability of this technology on solid waste materials, including mixed solid waste, commonly known as household garbage. The expiry date of this MoU is June 30, 2020.
- **Try Recycling Inc.** – a working relationship to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of a range of technologies and processes to create resources from waste that would normally be sent to disposal facilities. Try has proprietary and other expertise related to the successful conversion of a range of waste materials into products with beneficial uses, in particular, the conversion of organic wastes into compost and various construction, renovation and demolition (CR&D) wastes into beneficial products. The expiry date of this MoU is December 31, 2019.
- **University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources - ICFAR)** – a working relationship covering the broad sectors of solid waste management, biomass management and related sectors that produce waste materials. ICFAR is a research facility with proprietary technologies and expertise that have contributed to the successful conversion of a range of materials into energy, chemicals and inert materials. Western has identified Environmental Sustainability and Green Energy as an area of research strength and ICFAR/Western has various research interests in the field of biomass conversion technologies and management and wishes to coordinate R&D activities, including multi-disciplinary, multi-institutional waste-to-resource initiatives, for the purpose of using the broad expertise to valorize biomass and organic wastes into marketable products at the local, regional, Canada-wide and international levels. The expiry date of this MoU is December 31, 2019.

The City has one expired MoU as follows:

- **Green Shields Energy (GSE)** – this was a working relationship designed to explore the viability of a Gas Phase Reduction (GPR) technology for managing solid waste. This technology had already been proven to manage a range of material including pesticides, soil, sediment, sludge, high-strength oils, tar, watery wastes, wood wastes, brominated fire retardants, CFC refrigerants. It has not been thoroughly tested to handle mixed solid waste (household garbage), source separated organics

(Green Bin) materials, mixed plastic waste, etc. GPR is a process for the conversion of organic material to methane rich gas also known as synthetic gas or syngas. The process comprises heating vaporized organic material in the presence of an excess amount of hydrogen gas and superheated steam to produce a methane rich fuel syngas. The syngas can be converted to various fuels or burned directly to create energy. The MoU expired on December 31, 2017. Reasons for the expiration included technology patent challenges, lack of confirmation of government grants and project financing challenges.

Bill No. 98
2018

By-law No. A.-_____

A by-law to authorize and approve a Memorandum of Understanding between Resource Energy Development of Canada, Ltd., and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

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

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

AND WHEREAS it is deemed appropriate for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with Resource Energy Development of Canada Ltd. to carry out testing and develop data/information on the viability of the Concord Blue Reformer® advanced thermal conversion technology to be delivered and constructed by Lockheed Martin Canada to manage various types of organic feedstocks, including biomass, bio-solids, solid waste materials, including mixed solid waste, commonly known as household garbage. This will be done through research at an off-site location housing a demonstration facility or by constructing and operating a pilot-scale facility containing an advanced thermal conversion system.

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

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

1. The Memorandum of Understanding between The Corporation of the City of London and Resource Energy Development of Canada Ltd., attached as "Schedule A" to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Memorandum of Understanding authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

“Schedule A”

Memorandum of Understanding

Between

The Corporation of the City of London (“City”)

And

[Resource Energy Development of Canada, Ltd.] (“RediCan”)

Whereas the City has established a special policy area in the City’s Official Plan, referred to as the Waste Management and Resource Recovery Area, that plans for the continued evolution of the W12A Landfill and nearby lands into an “Integrated Waste Management Centre” that utilizes environmentally responsible and sustainable operations and practices and achieves a high standard of compatibility with its environs and neighbours;

Whereas the remaining life expectancy of the W12A Landfill as of January 1, 2017 is approximately eight years or less;

Whereas the City wishes to examine, support, conduct research and/or implement projects under the broad classification(s) of resource recovery, energy recovery and/or waste conversion within the special policy area, in other locations in London, or in collaboration with others outside of London as part of its continuous improvement system for solid waste management. The continuous improvement system is described in several public documents including City of London Continuous Improvement System for Waste Management (1997), A Road Map to Maximize Waste Diversion in London (2007) and Road Map 2.0 The Road to Increased Resource Recovery and Zero Waste (2013);

Whereas the City wishes to pursue projects, relationships and partnerships for the purpose of innovation, creativity, best practices and excellence in solid waste management and is proposing to operate, subject to final Municipal Council approval, under a banner known as the London Waste to Resources Innovation Centre (LWRIC);

Whereas RediCan has a broad range of operational expertise in the management of the conversion of organic feedstocks to a variety of value-added resources;

Whereas RediCan has the non-exclusive Canadian rights to a proprietary gasification technology commonly known as advanced thermal conversion, that has successfully converted a range of biomass materials into a variety of bio-products including energy, chemicals and/or fuels and now wants to determine the viability of this technology on solid waste materials, including mixed solid waste, commonly known as household garbage; and

Whereas the City and RediCan recognize that the current framework direction for waste management and waste diversion in Ontario has been set through the *Waste Free Ontario Act, 2016*, the *Resource Recovery and Circular Economy Act, 2016* and the *Strategy for a Waste-Free Ontario: Building the Circular Economy* (February 2017);

1.0 Purpose of the Memorandum

This Memorandum of Understanding (“MoU”) is intended to set out the mutual intentions of the City and RediCan to advance their joint waste conversion, resource and energy recovery objectives. The MoU is based upon the mutual understanding that the combined expertise, influence and commitment of the parties are better applied together to support their common goals. The MoU establishes the non-legally binding framework and set of principles for enhanced and focused coordination and collaboration to support their shared interests in waste conversion and resource and energy recovery.

The parties to this MoU acknowledge that if they wish to jointly carry out specific initiatives that may arise out of this MoU, they will have to engage in further discussion and prepare necessary agreements to define, authorize and execute, among other things, each party's roles and responsibilities, resource allocation and other details.

The MoU is not an exclusive arrangement and does not restrict either party from pursuing their mandates either on their own or in collaboration with any other party.

2.0 Short Term Objective

The short-term objective of the collaboration between the City (Attachment A) and RediCan is to:

- Build on the existing foundation of traditional and innovative projects to divert waste from the landfill and create value added products from residues and waste;
- Create a focal point (location or locations) for the ongoing examination of innovative solutions for waste reduction, resource recovery, energy recovery and/or waste conversion into value-added materials;
- Establish partnerships and collaborations between government and businesses to synergistically build on existing strengths to create opportunities to prevent waste, to create products of value from waste, and to solve existing waste management challenges; and
- Be known as a Centre of Excellence with shared facilities and resources providing leadership, implementing best practices, undertaking research, providing knowledge and support to industry in the various fields of resource and waste management.

Gasification Technology

In addition, the short-term objective of the collaboration between the City and RediCan is to undertake testing and develop data/information on the viability of the Concord Blue Reformer® advanced thermal conversion technology to be delivered and constructed by Lockheed Martin Canada to manage various types of organic feedstocks, including biomass, bio-solids, solid waste materials, including mixed solid waste, commonly known as household garbage (Attachment B).

This will be done through research at an off-site location housing a demonstration facility or by constructing and operating a pilot-scale facility containing an advanced thermal conversion system that is designed for demonstrating the effectiveness of the process for the conversion of various organic feedstocks and waste streams. It is currently proposed that a demonstration facility would process between 50 and 75 tonnes of material per day while generating the following products: a hydrogen-rich synthetic (syn) gas that can be used as a renewable natural gas (RNG) and/or blended with natural gas, or be used to produce a variety of other forms of renewable energy and bio-products.

Complementing the technical processes is the ongoing development of the potential role for this technology to handle non-hazardous materials from the residential, institutional, commercial and industrial sectors and to contribute towards policies and programs established by the various levels of government (Municipal, Provincial and Federal) as well as other governmental agencies outside of Canada.

3.0 General Arrangement

The responsibilities of the City are to include:

- Assist with all approvals (e.g., Ministry of the Environment & Climate Change MOECC, City of London zoning, etc.);
- Provide land in the special policy area (Waste Management Resource Recovery Area) as a host site for three years with an option to renew for additional years subject to Council approval as part of the Formal Agreement (Section 4.0);
- Bring services (water, sanitary and hydro) to the location of the pilot scale facility subject to Council approval as part of the Formal Agreement (Section 4.0);
- Provide access to the boardroom and education room in the Material Recovery Facility (MRF);
- Participate, when available, in discussions, tours and related activities;
- Provide reasonable quantities of residual waste (garbage) and biomass materials for conversion;
- Assist with reporting, being available for media interviews and related matters;
- Possible sharing of other City resources; and
- Keep London Municipal Council informed.

The responsibilities of RediCan are to include:

- Obtain all necessary approvals and licenses;
- Construct and operate the pilot scale facility and all associated costs including utilities;
- Evaluate and report the results of the research and development work; and
- Provide overview reports quarterly to the City of London highlighting activities undertaken, key non-proprietary results and related matters noting that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.

4.0 Formal Agreement

The parties agree to work together to develop a formal agreement to undertake the approval, design, construction and testing and develop data/information on the viability of gasification technology as outlined above.

The Formal Agreement will follow the same approval processes as this General Arrangement.

5.0 Effective Date and Duration

This MoU will come into effect upon the date it has been signed by all signatories and will remain in effect until March 31, 2021.

This MoU will be reviewed two months prior to the anniversary date and any agreed to changes added to the MoU. Substantive changes will trigger the approval process for the MoU and this determination is at the sole discretion of the City.

A participant may withdraw from this MoU by providing a sixty (60) days written notice to the other parties.

This MoU is subject to approval processes required by each of the parties.

DATED this _____ day of _____.

IN WITNESS WHEREOF:

THE CORPORATION OF THE CITY OF LONDON

By:

Name: Matt Brown

Title: Mayor

By:

Name: Catharine Saunders

Title: City Clerk

I/We have authority to bind the City.

RESOURCE ENERGY DEVELOPMENT OF CANADA, LTD

By:

Name: Michael T. Appleby

Title: Chief Executive Officer

I/We have authority to bind the corporation.

ATTACHMENT A

OVERVIEW OF CITY OF LONDON WASTE MANAGEMENT FACILITIES (www.london.ca)

The City contributes to the health of the environment and its citizens through appropriate collection and management of garbage, recyclables, yard materials, household special waste, and other designated waste materials. This involves providing pick-up and drop-off services within London, processing and creating products of value from compostable/recyclable/reusable materials; and disposing of garbage in an environmentally responsible manner, including the ongoing monitoring and management of closed landfills and other sites producing methane.

To support these services the City owns and operates an array of Solid Waste diversion and disposal assets valued at over \$64 Million. These range from public waste and recycling bins, to drop off depots and one active landfill (W12A) and many closed landfill sites.

The City also owns a centralized Material Recovery Facility (MRF) which provides recycling services to London and several neighbouring communities. The MRF was newly constructed in 2011 and is operated and maintained by an outside contractor.

Drop off locations (Community EnviroDepots) are provided for special wastes including household special waste, yard materials, electronics, scrap metal, tires, roofing, etc. Solid Waste is responsible for maintaining these assets in serviceable condition between replacement cycles, ensuring compliance with Provincial regulations and maintaining the continuity of solid waste services to the citizens of London and other customers.

General household waste is primarily collected by the City while recycling pick-up and processing services are contracted out. The City owns and operates a fleet of garbage truck.

The W12A Landfill consists of a number of assets including landfill cells, buildings, leachate and gas collection systems and stormwater maintenance ponds. This facility operates within its Operation Plan, with additional disposal cells being brought online to accommodate waste in accordance with its Environmental Compliance Approval. Based on projected use, the current landfill will reach capacity in about 2023, at which point it will require an expansion (or other long term disposal solution) to provide the city with the space needed to meet its future needs.

The W12A buildings (Incl. Site Works & Equipment) includes the roads, curbs and landscaping as well as the administration, maintenance and scale house buildings. The W12A Leachate Collection System collects and conveys leachate for treatment. This system is capable of meeting the current City's needs and is expanded as new disposal cells are constructed. The Landfill Gas Collection System collects and conveys landfill gas to the on-site landfill gas flare for destruction. This system is capable of meeting current City's needs and is expanded as new disposal cells are constructed.

On-site W12A Stormwater Management Ponds and site drainage infrastructure collect and treat surface runoff from snow and rain that impact the site. Maintenance occurs on a planned basis, with investments identified through regular inspections.

Any expansion or examination of alternatives will be undertaken as per the requirements of the Environmental Assessment Act.

Buffer land is comprised of City owned land adjacent or near the W12A Landfill that has been acquired to provide an appropriate buffer from existing operations and to provide buffering for possible future landfill expansion and resource recovery facilities. It is expected that additional land will be acquired for these purposes over the next several years.

ATTACHMENT B

PRIMER – CONCORD BLUE REFORMER® ADVANCED THERMAL CONVERSION TECHNOLOGY

As governments, businesses and organizations of all types look to meet their sustainability goals, finding effective and affordable ways to manage waste disposal becomes a priority. The innovative advanced thermal conversion system from Lockheed Martin using Concord Blue technology provides an affordable, environmentally friendly solution. It's designed to handle a variety of organic feedstocks – from biomass to municipal solid waste and industrial waste and more.

The system converts organic waste to raw syngas. Once cleaned, the syngas is suitable for an internal combustion engine to generate electricity, for conversion to biofuels or for hydrogen production. The advanced thermal conversion/gasification system is flexible and scalable, making it an option for a wide variety of industries. Systems can be incorporated into an existing facility. The modular plant design allows much of the plant elements to be built offsite and requires as little as a one-half acre of land. In addition to saving money on waste disposal costs and transportation, the closed-loop system requires no additional power once the conversion process begins and therefore is self-sustaining. Power can be used at the site or sold to create an additional income stream.

Unlike incineration, the process is oxygen-free and flame-free, which means no harmful by-products are produced, emissions are limited and waste going to landfills is greatly reduced.

There are four key steps in the process:

Feedstock Collection: Wood-waste, municipal solid waste, industrial waste and more can be collected and used as input. The system will initially use wood-waste, with plans to transition to municipal, commercial or industrial waste to create its power in the future.

Feedstock Conditioning: Metal, glass and other materials are removed, and the feedstock is dried to specification.

Gas Creation: Proprietary heat carrier spheres are heated and mixed in with the organic feedstock. Once a certain temperature is reached, the feedstock turns into gas, which then travels to a reforming vessel where the gas is turned into synthesis gas (syngas).

Generation: The syngas is then used to fuel a combustion engine that produces electricity. Alternatively, the syngas can also be used to produce hydrogen and biofuels.

In September 2016, Lockheed Martin commissioned a small quarter-tonne per hour system to demonstrate the end-to-end capability of the facility and validate its ability to convert waste material into energy for the company's Owego operations, where it designs and builds space-flight hardware, military helicopters and fixed-wing aircraft.

What's Next

Building off the experience gained during development of the Owego facility, Lockheed Martin and Concord Blue are working on larger bioenergy systems for demonstration and validation of its economic and environmental capabilities. Resource Energy Development of Canada, through its partnership with California based Resource Energy Development, Inc. seek to establish themselves as leaders in the development, operation and management of sustainable bioenergy systems.

Concord Blue's unique technology benefits the environment and fulfills all international, Environmental Protection Agency and European regulations for renewable energy and air emissions.

APPENDIX B

EXISTING AND PREVIOUS MEMORANDUMS OF UNDERSTANDING

The City has four Memorandums of Understanding (MoUs) approved by Council:

- **Bio-TechFar Inc.** – a working relationship to undertake testing and research; write and present reports; develop data/information including a feedstock inventory; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from biomass waste that would normally be sent to recycling and/or disposal facilities. Bio-Techfar have developed a proprietary pyrolysis technology, referred to as the BT-100/500, that has successfully converted a range of biomass materials into pyrolysis-oil and pyrolysis-char for both energy and non-energy applications. Bio-Techfar now wants to increase the technology throughput for biomass materials such as forestry residuals, agricultural residuals, yard waste and other industrial or municipal biomass materials/waste streams. The expiry date of this MoU is December 31, 2019.
- **Hawthorne Green Key Group** – a working relationship designed to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from waste that would normally be sent to recycling and/or disposal facilities. Hawthorne has the Canadian rights to a proprietary pyrolysis technology that has successfully converted a range of biomass materials into energy, chemicals and/or fuels, now wants to determine the viability of this technology on solid waste materials, including mixed solid waste, commonly known as household garbage. The expiry date of this MoU is June 30, 2020.
- **Try Recycling Inc.** – a working relationship to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of a range of technologies and processes to create resources from waste that would normally be sent to disposal facilities. Try has proprietary and other expertise related to the successful conversion of a range of waste materials into products with beneficial uses, in particular, the conversion of organic wastes into compost and various construction, renovation and demolition (CR&D) wastes into beneficial products. The expiry date of this MoU is December 31, 2019.
- **University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources - ICFAR)** – a working relationship covering the broad sectors of solid waste management, biomass management and related sectors that produce waste materials. ICFAR is a research facility with proprietary technologies and expertise that have contributed to the successful conversion of a range of materials into energy, chemicals and inert materials. Western has identified Environmental Sustainability and Green Energy as an area of research strength and ICFAR/Western has various research interests in the field of biomass conversion technologies and management and wishes to coordinate R&D activities, including multi-disciplinary, multi-institutional waste-to-resource initiatives, for the purpose of using the broad expertise to valorize biomass and organic wastes into marketable products at the local, regional, Canada-wide and international levels. The expiry date of this MoU is December 31, 2019.

The City has one expired MoU as follows:

- **Green Shields Energy (GSE)** – this was a working relationship designed to explore the viability of a Gas Phase Reduction (GPR) technology for managing solid waste. This technology had already been proven to manage a range of material including pesticides, soil, sediment, sludge, high-strength oils, tar, watery wastes, wood wastes, brominated fire retardants, CFC refrigerants. It has not been thoroughly tested to handle mixed solid waste (household garbage), source separated organics (Green Bin) materials, mixed plastic waste, etc. GPR is a process for the conversion of organic material to methane rich gas also known as synthetic gas or syngas. The

process comprises heating vaporized organic material in the presence of an excess amount of hydrogen gas and superheated steam to produce a methane rich fuel syngas. The syngas can be converted to various fuels or burned directly to create energy. The MoU expired on December 31, 2017. Reasons for the expiration included technology patent challenges, lack of confirmation of government grants and project financing challenges.

Bill No. 99
2018

By-law No. A.-_____

A By-law to approve the Rent Supplement Agreement and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Agreement and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor.

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;

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

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Rent Supplement Agreement substantially in the form attached as “Schedule 1” to this By-law and satisfactory to the City Solicitor, between The Corporation of the City of London and such eligible Housing Providers who meet the funding criteria, is hereby approved.
2. The Managing Director of Housing, Social Services and Dearness Home or his/her designate is authorized to execute the Rent Supplement Agreement, and make amendments that do not substantially change the intent or purpose of the Agreement as approved by City Solicitor.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

“Schedule 1”

Rent Supplement Agreement

This agreement is between:

The Corporation of the City Of London

(hereinafter referred to as the “City”)

OF THE FIRST PART;

- and -

<Insert Name of Housing Provider>

(hereinafter referred to as the “Housing Provider”)

WHEREAS:

- I. the Province of Ontario has designated the City of London to allocate and administer funding pursuant to the Social Infrastructure Fund (SIF) (“the Program”);
- II. AND WHEREAS the Housing Provider is an Eligible Housing Provider (as defined below);
- III. AND WHEREAS the Housing Provider is the registered owner of the residential accommodation known municipally as (the “Housing Project”);
- IV. AND WHEREAS the parties to this agreement understand the following provisions are the written reflections of their respective commitments to the successful provision of services by the Housing Provider, and the parties agree to do so in compliance with the laws of Ontario, including the (Ontario) Human Rights Code; **and**
- v. AND WHEREAS the City wishes to assist tenants of social housing projects where operating agreements and/or federal subsidies have expired prior to April 1st, 2016.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

DEFINITIONS AND INTERPRETATIONS

1. Whenever, in this Agreement, the following words or phrases are used, they shall have attributed to them the following meanings:
 - (a) “Agreement” means this agreement entered into between The Corporation of the City of London herein described as “the City”, and the Housing Provider and includes all of the schedules listed and any amending agreement entered into;
 - (b) “Eligible Housing Provider” means a housing provider that;
 - i. is a local Cooperative Housing Project where operating agreements and/or federal subsidies expired prior to April 1st, 2016
 - ii. meets such other criteria as the Service Manager may require in writing from time to time.
 - (c) “Co-operative” means a non-profit housing Co-operative that is the owner of the housing project;
 - (b) "effective date" means the date set out in Schedule "A", from which a market rent applies to a unit;
 - (c) “housing project” means all or part of the residential accommodation, including facilities used for ancillary purposes, located in one or more buildings used in whole or in part for residential accommodation and more particularly located at the address set out in Schedule “A”;

- (d) "initial payment date" means the date set out in Schedule "A", on which the City's obligation to make rent supplement payments for a unit commences under this Agreement;
- (e) "market rent" means the monthly total unit rent payable by the tenant, defined by the housing provider and attributable from time to time to each rent supplement unit for the purpose of calculating rent supplement, as set out in Schedule "A";
- (f) "PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5;
- (g) "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information", as defined in PIPEDA;
- (h) "rent" means rent as defined in the *Co-operative Corporations Act, RSO 1990*.
- (i) "rent supplement" means the difference between the geared to income portion of the market rent ("household charge") from the tenant of a unit for a given month and the market rent;
- (j) "rent supplement tenant" means a household member living in an eligible cooperative housing project that meets the criteria under Schedule B and to whom a unit has been leased;
- (k) "household charge" means the tenant portion of rent for residents living in a Rent Supplement subsidized unit listed on Schedule A.
- (l) "Schedule "A" is the schedule entitled Schedule "A", attached to and forming part of this Agreement, as amended from time to time by addendum duly signed by both parties;
- (m) "unit" means a unit of accommodation listed in Schedule "A", to which this Agreement applies.

2.

- (a) The laws of the Province of Ontario shall apply to the interpretation of this Agreement and any reference to a statute in this Agreement include any subsequent amendments or replacement and substitution of that statute.
- (b) Whenever used in this Agreement, the word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
- (c) The titles appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of any provision of this Agreement.
- (d) Where the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine.
- (e) All information relating to rent supplement tenants that is provided to, collected or maintained by the City, is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, (hereinafter referred to as "MFIPPA").
- (f) Any notice, consent or approval, required or permitted to be given, pursuant to this Agreement, shall be in writing and shall be delivered by personal service or ordinary mail, to the Housing Provider or the City, as the case may be, at such address as the parties may designate, in writing, from time to time.
- (g) Any such notice, consent or approval shall be deemed to have been delivered on the date of such personal service, or, if mailed, on the fifth (5th) day after the day on which it was mailed.

TERM

- 3. The term of this agreement commences on the 1st day of January 2018 and ends on the 31st, day of December 2020, unless otherwise notified by the City of London.

THE PROGRAM

4. The Housing Provider will provide unit subsidy to households meeting the eligibility criteria specified in the attached Schedule "B" for services related only or solely to the activities and goals of approved projects specified in the attached Schedule "A".
5. The Housing Provider agrees to abide by the terms of this agreement as well as other requirements as may be prescribed by the City in writing from time to time.
6. The Housing Provider will follow the Unit and Household Eligibility criteria in Schedule B and will notify the City of any changes to household complement, member eligibility or income changes within 30 days of learning of the change.

HOUSING PROVIDER RESPONSIBILITIES

7. The Housing Provider shall:
 - a) collect from the rent supplement tenants a household charge of a **(insert Co-op %)** of gross household income as stipulated in the Cooperative By-Laws and as approved through written correspondence from the City;
 - b) serve each rent supplement tenant with notice of each and every increase in the market rent for his unit, in the form, manner and within the time prescribed by the *Co-operative Corporations Act, RSO 1990*.
 - c) give one (1) copy to the City of any application affecting a unit, made by the Housing Provider, under the Co-operative Corporations Act, RSO 1990, within three (3) days of filing it;
 - d) give one (1) copy to the City of any order affecting a unit, made under the *Co-operative Corporations Act, RSO 1990*, within three (3) days of receipt by the Housing Provider;
 - e) not allow a rent supplement tenant to sublet or assign his lease;
 - f) permit a rent supplement tenant to terminate tenancy, at any time during the term, on sixty (60) days written notice, provided such notice is effective on the last day of a month, and forward to the City a copy of any notice given to the Housing Provider, by the tenant, within three (3) business days of its receipt;
 - g) notify the City, in writing, if the Housing Provider gives a notice of termination to a rent supplement tenant, receives a notice of termination from a rent supplement tenant, discovers that a unit has been abandoned by a rent supplement tenant or evicts a rent supplement tenant from a unit, within three (3) business days of the event;
 - h) provide the City with current rent rolls, when requested, for the building(s) in which the rent supplement units are located.
 - i) keep the units and the building in which the units are located, in a good and substantial state of repair, clean and fit for habitation and in accordance with the City's Occupancy By-law.
 - j) treat as confidential and shall not divulge to anyone, except the City, at any time, during or following the term of this Agreement or any renewal or extension thereof, any information or document given to or acquired by it, relating to the rent supplement tenants, without the prior written consent of the City;
 - k) preserve the PIPEDA compliance of all PIPEDA Protected Information transferred to it by The City;
 - l) ensure the PIPEDA compliance of all PIPEDA Protected Information it collects during the course of completing its obligations pursuant to this Agreement;
 - m) ensure the PIPEDA compliance of all PIPEDA Protected Information that it transfers to The City;

FUNDING

8. During the term of this Agreement, the City shall pay to the Housing Provider a maximum of **(insert HP \$ total)** per month.

- a. The first payment will include monthly payments effective January 1st, 2018 up to and inclusive of the month the agreement is signed by both parties.
 - b. All subsequent payments will be paid in advance on the first (1st) day of the month, for the term of this Agreement.
9. The Housing Provider shall apply the monthly payment to each unit listed in the Schedule A based on **(insert HP RGI %)** of each unit's gross household income as stipulated in the Cooperative By-laws and as approved in writing by the City of London. Further, it is understood individual unit subsidies may change due to fluctuations in household income and/ or program eligibility. Therefore, the City will reconcile the Housing Provider's individual unit subsidy allocations and supporting documentation against the monthly Housing Provider payment at least once every 12 months through an Annual Rent Supplement Review. Any surplus funds found during a review will be returned to the City unless otherwise notified in writing by the City.
10. The Housing Provider acknowledges by way of signature that, subject to clause(s) 25, 26, and 27, the City is committing funding only to a maximum of **(insert HP Total)** per month for the duration of the agreement unless otherwise notified in writing by the City. Also, it is the Housing Provider's responsibility to ensure any household complement, member eligibility or income changes are reported to the City at minimum 30 days after the change occurs.
11. In the event that a Housing Provider's unit listed on Schedule A becomes vacant or the tenant of the unit is no longer eligible according to criteria listed in Schedule B, the Housing Provider shall notify the City within 30 days of becoming aware of the change. At the time of notification the Housing Provider may request the SIF Rent Supplement funds to be redirected to another unit and eligible household. Any changes in unit subsidy provided to the Housing Provider will be approved by the City and reflected in an amendment to the Schedule A and duly signed by both parties.

FINANCIAL RECORDS AND REPORTS

12. The Housing Provider shall provide the City with annual reports of both financial and statistical information as specified in Schedule C which shall:
 - (a) be prepared according to generally accepted accounting principles;
 - (b) relate to the services provided pursuant to this Agreement;
 - (c) be in a form and content, similar to the forms provided and acceptable to the City;
 - (d) submit a report to the City on the funded activities in the time period of this Agreement, no later than ten (10) business days following the end of each 12 month period beginning January 1st, 2018.
13. The Housing Provider will maintain financial records and books of accounting respecting the costs and disbursement of the Rent Supplement Program provided pursuant to this Agreement and will allow the City or such other persons appointed by the City, at the City's cost, to inspect and audit said books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination, and shall provide the City with such information as it requests. The Housing Provider receiving the funds is required to segregate the funding to ensure reporting and accountability of these funds in a manner satisfactory to the City's Housing Services Division.
14. The Housing Provider will maintain unit household files that at minimum include:
 - (a) proof of program and household member eligibility,
 - (b) proof of household monthly income,
 - (c) City of London notices of approved unit subsidy;
 - (d) a signed consent to participate in the Rent Supplement program; and
 - (e) all Income & Assets Verification Forms for Rent-Geared-to-Income Assistance, as provided by the City of London.
15. The Housing Provider will ensure that its year-end audited financial statements contain a supplementary schedule or note indicating the amount of Rent Supplement funding received and the related expenditures, and confirming that the Rent Supplement funding provided was spent on approved expenditures.
16. The Housing Provider will provide the City with a copy of its board approved annual audited financial statements for the year in which the funded activities occurred and within two

months of its fiscal year-end.

17. The City will reconcile the funds advanced to Housing Provider through the Annual Rent Supplement Review and its annual audited financial statements. If the Housing Provider has not provided financial benefits to households for rent supplements to the maximum amount available for the year, the unexpended funds will be repayable to the City, unless the City at its sole discretion, directs the funds to be included in the allocation of the following year.
18. Failure on the part of the Housing Provider to remit the reports required pursuant to this Agreement, on time and in a manner satisfactory to the City, shall entitle the City, at its sole discretion and without liability, cost or penalty to the City, to do any one or more of the following:
 - withhold payments;
 - request that reports of financial and statistical information, or the annual report on the funded activities be revised and resubmitted until the City is satisfied with the same; or
 - terminate this Agreement forthwith, and to request the immediate return of any unexpended funds from the Housing Provider.

AUDIT

19. The Housing Provider shall permit the representatives of the City's Housing and/or Finance Departments, to enter any premises used by the Housing Provider in connection with the provision of the services described herein, upon reasonable notification of intent to do so, during regular business hours of the Housing Provider, in order to facilitate either or both of the following:
 - (a) inspection of those files and records relating to services provided under this Agreement;
 - (b) an assessment and review of the operation of the Housing Provider and the provision of services directly or indirectly by the Housing Provider solely with respect to services provided under this Agreement.

DEFAULT

20. In the event that the City is not satisfied in the provision of services funded herein by the Housing Provider as evidenced in the reports required pursuant to this Agreement and/or any assessment or review conducted by the City's Housing Services, and/or Finance Departments, the City may, in its sole discretion, and without liability, cost or penalty to the City do any one or more of the following:
 - (a) withhold payments;
 - (b) request that changes be immediately made by the Housing Provider to the manner and form of the delivery of services funded herein; or
 - (c) terminate this Agreement forthwith, and to request the immediate return of any unexpended funds from the Housing Provider.
21. Subject to the terms of this Agreement, the City agrees over the term of this Agreement to release funds to the Housing Provider monthly.

EARLY TERMINATION

22. Either the City or the Housing Provider can terminate this Agreement in each party's sole discretion, whether arbitrarily or without cause by providing to the other party 90 days' notice, in writing, of their intention to do so.
23. Notwithstanding the foregoing, the parties acknowledge and agree that in the event that the funding discontinues, this Agreement shall terminate as of the effective date set out by the Province and that the City shall not be obligated to fulfil any further funding under this Agreement. Further, the Housing Provider shall indemnify and save harmless the City from any and all costs, claims, demands, suits, actions and judgements made, brought or recovered against the City resulting from the discontinuance of funding by the Province and/or provision of services by the City pursuant to this Agreement.
24. In the event that this Agreement is terminated, the Housing Provider shall maintain copies of all unit household files, financial records and statistical information and not dispose of them without prior written consent of the City. Upon termination of this Agreement, the

Housing Provider will return any unexpended funds to the City unless otherwise notified by the City in writing.

FORCE MAJEURE

25. Subject to Section 28, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
26. Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions, if such events meet the test set out in Section 25.
27. Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to:
 - i. take into account at the time of the execution of the Agreement; and
 - ii. avoid or overcome in the carrying out of its obligations under the Agreement.
28. The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfil the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

REPRESENTATIONS AND WARRANTIES

29. The Housing Provider represents and warrants to the City as follows, which representations and warranties will be deemed to be continuing representations and warranties during the entire term of this Agreement:
- (a) The Housing Provider is a corporation legally incorporated, duly organized and validly existing, and in good standing under the laws of the Province of Ontario.
 - (b) The execution, delivery and performance of this Agreement is within the corporate powers and capacities of the Housing Provider and have been duly authorized by proper corporate proceedings.
 - (c) There are no actions, suits or proceedings pending or to the knowledge of the Housing Provider threatened against or adversely affecting the Housing Provider in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign which might materially affect the financial condition of the Housing Provider or the title to the Housing Project.
 - (d) No representation or warranty by the Housing Provider in this Agreement, nor any statement or certificate (including financial statements) furnished or to be furnished to the Service Manager pursuant hereto contains or will contain any untrue statement of any fact or omits or will omit to state a fact necessary to make such representation, warranty, statement or certificate not misleading.
 - (e) The Housing Provider is in compliance with all applicable federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and bylaws.

NOTICE

30. The parties agree that any notice required pursuant to this Agreement shall be delivered by mail or fax to:

<name of Cooperative >
<address of Cooperative >

or

The City of London

Housing Services
Citi Plaza, 355 Wellington Street, Suite 248, 2nd
Floor.
London, ON N6A 3N7
Fax: 519-661-5804

Signed:

For the City Of London

Date

Managing Director
Housing, Social Services & Dearness Home

For <name of co-op>

Date

Signature

Position*

*I/we have authority to bind the corporation

- Schedule A – Units Included in the Program
- Schedule B – Unit & Tenant Eligibility Criteria
- Schedule C – Project Reporting Requirements
- Schedule D – Local Occupancy Standards



Schedule A

Agreement No. _____

Housing Project Name; _____

# of Units	Unit #, Municipal address	# of Unit Bedrooms	# of Household Members	Unit Market Rent	Effective Date	Unit Subsidy (City portion)	Initial Payment Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

The following services and appliances shall be provided by the Co-operative and shall be included in the full market rent: (TBD)

Schedule B

Unit & Household Eligibility Criteria

Unit Criteria:

Rent Supplement Program: Provides a monthly subsidy calculated at **(INSERT HP value)** % of gross household income for occupied units to eligible households for rental accommodation.

1. To be an eligible unit, it must satisfy each of the following requirements:
 - (a) Be modest, that does not exceed Average Market Rent (AMR) for the area, as updated by the Ministry of Housing annually.
 - (b) Be self-contained.
 - (c) Meet local occupancy standards (Schedule D), including any future City of London approved changes, unless approved by the Housing Provider.
 - i. A household may choose to be overhoused (live in an apartment with more bedrooms than the occupancy standards allows) with approval from the Housing Provider, however, the City will only subsidize up to the occupancy standard for the unit.
 - (d) Such other requirements as the Service Manager may establish.

Client Eligibility Criteria

2. Each household seeking to be approved as an Eligible Household must meet each of the following criteria at the time the primary applicant submits an application and for the duration of the Housing Provider funding agreement:
 - (e) The primary applicant must be at least 18 years old.
 - (f) Be renting a unit and not own a home suitable for year-round occupancy.
 - (g) Have a household income that does not exceed the Household Income Limits (HILs) for the Service Manager area, as published annually by CMHC.
 - (h) Each member of the household must be a Canadian citizen, have applied for permanent resident status, or be a refugee claimant.
 - (i) Must pursue all sources of available income.
 - (j) Income of dependent children as defined by the Housing Services Act 2011 shall be not be included in household income calculations.
 - (k) Meet any provincial or City established Asset levels

The Housing Provider will undertake the collection of ongoing eligibility information for the household member's continued receipt of Rent Supplement subsidy. Also, the Housing Provider must report any changes to the household complement, eligibility and income to the City within 30 days.



Schedule C

Project Reporting Requirements

The Housing Provider shall report at least once every 12 months after the receipt of the first payment or as requested by the City, for each unit listed on the Schedule A in a manner as prescribed by the City of London. The report shall contain the following:

1. Head of Household Name
2. Household Type
3. Household Size, Names and Ages
4. Household Income Source(s)
5. Monthly Household Income
6. Household Asset Information (if requested)
7. Unit Address
8. Unit Size (# of bedrooms)
9. Current Unit Market Rent
10. Housing Charge (tenant portion of rent after subsidy is applied to market rent)
11. Monthly amount of Rent Supplement subsidy provided by the City
12. Move-out date
13. Move-out reason

The Housing Provider must report at least once every 12 months through an Annual Rent Supplement Review or as requested by the City on financial expenditures for the Rent Supplement benefits provided to households.

The Housing Provider will undertake the collection of ongoing eligibility information for the household member's continued receipt of Rent Supplement subsidy. Also, The Housing Provider must report any changes to the household complement, eligibility and income to the City within 30 days.



Schedule D

Local Occupancy Standards

Date: September 18, 2012
178

HDN#: 2012 -

This applicable legislation/policy is to be implemented by the housing provider(s) under the following programs:

Please note if your program is **not checked**, this change is **not applicable** to your project.

✓
✓
✓
✓
✓

Federal Non-Profit Housing Program (Rent Supplement units only)

Private Non-Profit Housing Program

Co-operative Non-Profit Housing Program

Municipal Non-Profit Housing Program (Pre-1986)

Local Housing Corporation

Subject: LOCAL RULE – CEASING TO MEET OCCUPANCY STANDARDS (Replaces HDN#: 2011-165)

1. PURPOSE:

To inform all housing stakeholders of the local rule, background and compliance standard under the *Housing Services Act, 2011 (HSA)* and associated regulations related to ceasing to meet local occupancy standards.

2. BACKGROUND AND COMPLIANCE STANDARD:

The *Housing Service Act, 2011* under O.Reg 367/11 s. 38, establishes the service manager's authority to make a local eligibility rule providing for a household to cease to be eligible for rent-geared-to-income assistance if the household occupies a unit that is larger than the largest size permissible under the service manager's occupancy standards. There is no requirement that a local rule be established.

If a local rule is established for the service area, the following provisions must be made:

- i. household occupies a unit that is larger than the largest size permissible under the service manager's occupancy standards.
- ii. The local eligibility rule must provide that the household does not cease to be eligible if the household is following the process, specified in the rule or by the service manager, to be transferred to a unit that is permissible under the service manager's occupancy standards.

3. LOCAL RULE:

- i. The local occupancy standards set out a range of unit sizes for which rent-geared-to-income households may be eligible for. Under these local occupancy standards, the largest unit for which an rent-geared-to-income household is normally eligible has one bedroom for any two members of the household who are spouses or same-sex partners of each other, plus one bedroom for each additional member of the household. The smallest unit for which a rent-geared-to-income household is eligible has one bedroom for every two members of the household, plus an additional bedroom if there are an odd number of members in the household.
- ii. A provider must review that a rent-geared-to-income household is within the allowable range of occupancy standards at the time of offer, as part of the annual review process or if there has been a change in the size or composition of the household.

- iii. A household is considered overhoused when they have fewer members living in the unit than the number established under the local occupancy standards.
- iv. If the housing provider determines that a household occupies a rent-geared-to-income unit that is larger than the largest unit in respect of which the household is eligible to receive rent-geared-to-income assistance, the housing provider shall give the household written notice of that determination with a copy sent to the service manager.
- v. A household does not cease to be eligible for rent-geared-to-income assistance until at least a year after the household has been notified, by the housing provider, that the household occupies a unit that is larger than the largest size permissible under the local occupancy standards.
- vi. After one year of being notified that the household is overhoused, the household shall be placed on the housing provider's internal transfer list for a suitably sized unit (if available within the housing provider's portfolio) and in the selection system for rent-geared-to-income assistance.
- vii. Overhoused households are required to select a minimum of five (5) housing preferences (not including their current housing location) by submitting a signed and dated Building Selection form within thirty (30) days following the one-year overhoused notification date.
- viii. Overhoused households will be placed in the selection system for rent-geared-to-income assistance with an urgent transfer status based on the overhoused notification date.
- ix. For each year the household remains overhoused, an additional 5 (five) housing preferences will be added to the household's application up to a maximum of 20 housing locations. Households may change their housing preferences at any time, provided that the minimum number of housing preferences are maintained. Overhoused households may be exempt from this requirement at the discretion of the service manager on a case-by-case basis if extenuating circumstances exist.
- x. An overhoused household can refuse a maximum of three (3) offers of accommodation, after which the household will cease to qualify for rent-geared-to-income assistance. A refusal includes both offers made from the selection system for rent-geared-to-income assistance and a housing provider's internal transfer list. All internal refusals must be reported to the service manager.
- xi. An overhoused household does not cease to be eligible for rent-geared-to-income assistance if the household is following the process to be transferred to a unit that is permissible under the local occupancy standards.

4. ACTION:

Housing providers are to follow this local policy for any tenants/members that become overhoused starting January 1, 2012 or later.

5. AUTHORIZATION:

Original signed by

 Louise Stevens, Director
 Municipal Housing

Date: _____

Bill No. 100
2018

By-law No. A.-_____

A by-law to approve the Transfer Payment Agreement for the Social Housing Apartment Improvement Program with the Ministry of Housing Provider; to authorize the Mayor and the City Clerk to execute the agreement; to authorize the Mayor and the City Clerk to execute subsequent Social Housing Apartment Improvement Program Transfer Payment Agreements; and to authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the Program Delivery and Fiscal Plans.

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;

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

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Transfer Payment Agreement substantially in the form attached as "Schedule 1" to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and The Corporation of the City of London, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law.
3. The Mayor and City Clerk are authorized to execute subsequent Social Housing Apartment Improvement Program (SHAIP) Transfer Payment Agreements.
4. The Managing Director, Housing, Social Services and Dearness Home, or his/her designate, are authorized to execute the Program Delivery and Fiscal Plans.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

ONTARIO TRANSFER PAYMENT AGREEMENT
for the Social Housing Apartment Improvement Program

THE AGREEMENT, effective as of _____, 20 (the "Effective Date"),

BETWEEN:

**Her Majesty the Queen in right of Ontario as represented by
The Minister of Housing**

(the "Province")

- and -

Corporation of the City of London

(the "Service Manager")

BACKGROUND

The Service Manager intends to participate in the Province's Social Housing Apartment Improvement Program.

The Province wishes to provide Funds to the Service Manager for the Program.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Service Manager (the "Parties") agree as follows:

ENTIRE AGREEMENT

This agreement (the "Agreement"), including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Program Specific Information and Additional Provisions
- Schedule "C" - Program Description and Timelines
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reporting,
- Schedule "G" - Program Delivery and Fiscal Plan (PDFP)

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Service Manager:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Housing	
Name:	Janet Hope
Title:	Assistant Deputy Minister, Housing
Date:	
Signature:	

Corporation of the City of London	
Name:	Matt Brown
Title:	Mayor
Date:	
Signature:	
Authorizing Signing Officer	

Corporation of the City of London	
Name:	Cathy Saunders
Title:	City Clerk
Date:	
Signature:	
Authorizing Signing Officer	

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"Administration Costs" means the Service Manager's costs of performing tasks under this Agreement but only up to 5% of the total Confirmed Allocation for each Funding Year.

"Affordable" means rented at the low end of market rent as determined by the Service Manager.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Conditional Allocation" means the total funding allocation for each of the four Funding Years starting from 2017-18 as communicated to the Service Manager by Minister's letter that could be available pending carbon market proceeds and Provincial approvals.

"Confirmed Allocation" means the confirmed funding allocation for each of the four Funding Years starting from 2017-18 as communicated to the Service Manager by Minister's letter available from the carbon market proceeds and Provincial approvals.

"Eligible Housing Project" means a social housing project that,

- (a) is subject to a transferred housing program under the Housing Services Act, 2011;
- (b) For Funding Year 1 (2017-18) - is an apartment building with 150 units or more or an approved building with a specific business case identifying activities that fulfill

the objectives of the program and demonstrating comparable Green House Gas reductions.

For Funding Year 2 (2018-19) to Funding Year 4 (2020-21) - is an apartment building with 100 units or more or an approved building with a specific business case identifying activities that fulfill the objectives of the program and demonstrating comparable Greenhouse Gas reductions.

- (c) must remain Affordable for the Ten Year Affordability Period, including a minimum of (5) years as social housing under the Housing Services Act, 2011, regardless of the end dates of any operating agreements and/or mortgage maturation;
- (d) is selected by the Service Manager through a competitive process to participate in the Program; and
- (e) meets such other criteria as the Service Manager may require

"Eligible Housing Provider" means,

a housing provider that,

- (a) owns and operates an Eligible Housing Project;
- (b) is a local housing corporation, a non-profit corporation or a non-profit housing co-operative corporation;
- (c) is selected by the Service Manager through a competitive process to participate in the Program; and
- (d) meets such other criteria as the Service Manager may require.

"Eligible Work" means renovations or retrofits that will provide reductions in greenhouse gas emissions, and includes only the following:

- (a) replacing building heating and/or cooling systems and associated sub-components of these systems including mechanical insulation;
- (b) upgrading exterior or interior insulation;
- (c) upgrading windows and/or exterior doors;
- (d) converting to LED lighting and/or adding lighting controls or sensors;
- (e) re-cladding or upgrading building envelopes with solar walls
- (f) Retrofits that utilize latest low-carbon and carbon-free energy technologies/systems;
and
- (g) performing required building energy audits

"Event of Default" has the meaning ascribed to it in section 15.1.

“Expiration Date” means the date on which this Agreement will expire and is the date set out in Schedule “B”.

“Funding Year” means:

- (a) in case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Service Manager pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Service Manager under the Agreement as set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Service Manager is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Service Manager.

“PIF” means a Project Information Form in the form and format required by the Minister;

“Program” means the Social Housing Apartment Improvement Program described in Schedule “C”.

“Program Delivery and Fiscal Plan (“PDFP”) means the PDFP attached as Schedule “G”.

“Reports” means the reports described in Schedule “F”.

“Ten Year Affordability Period” means, for each participating Eligible Housing Project, the ten (10) year period following completion of its approved Eligible Work.

“Timelines” means the timelines set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Service Manager represents, warrants and covenants that:

- (a) it has full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to administer and deliver the Program;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or

both; and

- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Service Manager represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions (including the adoption of an authorizing by-law) to authorize the execution of the Agreement.

2.3 **Governance.** The Service Manager represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to ensure the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Service Manager will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROGRAM

4.1 The Province will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Service Manager in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Service Manager.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the Province may adjust the amount of Funds it provides to the Service Manager in any Funding Year based upon the Province's assessment of the information provided by the Service Manager pursuant to section 7.1;
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
 - (ii) terminate the Agreement pursuant to section 14.1.
- (e) the Province is not obligated to provide any Funds to the Service Manager in excess of the cost of completed Eligible Work that was approved by the Service Manager plus Administration Costs; and
- (f) if the Province does not receive the necessary proceeds from the carbon market auction the Province is not obligated to provide any Funding, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the program, or
 - (ii) terminate the Agreement pursuant to section 13.

4.2.1. Refund. Despite any provision to the contrary in this Agreement, the Service Manager shall promptly return to the Ministry,

- (a) any Funds not paid within 2 years from the start of Eligible Work for each project, to an Eligible Housing Provider for the purposes of the Program or used by such date to off-set Administration Costs;
- (b) any Funds provided to an Eligible Housing Provider but not paid to a vendor within 2 years from the start of Eligible Work for each project;
- (c) any interest earned on the Funds referred to in clauses (a) and (b); and
- (d) any Funds provided to an Eligible Housing Provider for an Eligible Housing Project that does not remain Affordable for the Ten Year Affordability Period, including a minimum of (5) years as social housing under the Housing Services Act, 2011, prorated to reflect the portion of the ten year period for which it is not Affordable.

4.2.2 **Adjustments.** Despite any provision of this Agreement but subject to section 4.8, the Province may, in order to more accurately reflect the aggregate amount spent on completed Eligible Work and Administration Costs under the Program and/or avoid a need for a refund under sections 4.2.1(a), (b) or (c), adjust the amount of the Funds to be provided to the Service Manager and any instalment reflected in the Payment Plan, based upon the Reports submitted by the Service Manager pursuant to section 7.1.

4.3 **Use of Funds and Program.** The Service Manager will:

- (a) carry out the Program in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget;
- (d) ensure that any Funds distributed to third parties by the Service Manager are covered by an agreement that includes:
 - i. reporting back to the Service Manager on how the distributed Funds and interest earned are used;
 - ii. the ability to demand the return of those Funds and an amount equal to the interest earned if not spent in accordance with the agreement between the Service Manager and the third party;
- (e) ensure the Funds are deposited by the third party into a separate account at a Canadian financial institution that is in the name of the third party; and
- (f) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 **Province's Role.** For greater clarity, the Province is not responsible for carrying out the Program.

4.5 **No Changes.** The Service Manager will not make any changes to the Program, the Timelines, or the Budget without the prior written consent of the Province.

4.6 **Interest Bearing Account.** If the Province provides Funds to the Service Manager before the

Service Manager's immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.

- 4.7 **Interest.** If the Service Manager earns any interest on the Funds, the Service Manager shall use the interest earned for the purposes of the Program only. The interest earned shall be accounted for in all Financial Progress Reports and the Final Report that the Service Manager provides to the Province. If the Province is not satisfied that the interest earned is being used for the Program, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Service Manager the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds and any interest earned on the Funds.
- 4.9 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from the Province for the Program and is not providing goods or services to the Province.
- 4.11 **Program Over Budget.** The Service Manager acknowledges that should the Program expenses exceed the amount of the Funds, the Province is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Program. "
- 5.0 SERVICE MANAGER'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- 5.1 **Acquisition.** If the Service Manager acquires goods, services, or both with the Funds or the interest earned, it will do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Service Manager will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.
- 6.0 CONFLICT OF INTEREST**
- 6.1 **No Conflict of Interest.** The Service Manager will carry out the Program and use the Funds and interest earned without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Service Manager; or

- (b) any person who has the capacity to influence the Service Manager's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

6.3 Disclosure to Province. The Service Manager will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Service Manager will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

7.2 Record Maintenance. The Service Manager will keep and maintain during the term of the Agreement:

- (a) all financial records (including invoices) relating to the Funds and interest earned or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds and interest earned or otherwise to the Program.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and interest earned and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;

- (b) remove any copies made pursuant to section 7.3(a) from the Service Manager's premises; and
- (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds, the interest earned, the Program, or all three.
- (d) The Province may conduct an annual audit in respect of the information addressed in this section 7.3.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Service Manager will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Service Manager's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Service Manager will acknowledge the support of the Province in a form and manner as directed by the Province.

8.2 **Publication.** The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of the Province.

8.3 **Open Data.** The Service Manager agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name, Service Manager contact information, Service Manager address or general location, amount of Maximum Funds and/or Funds, Program description, Program objectives/goals, Program location, Program results reported by the Service Manager and Budget. However, the Province and the Service Manager agree that such permission does not apply to the following: personal information of tenants of the end-recipients of Funds, unless the Service Manager and the Province otherwise agree.

8.4 **Announcements.** The Service Manager shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of Municipal Affairs and Housing at one or more Program events, until permitted by the Province."

9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions

and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Service Manager acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

11.1 **Indemnification.** The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties 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, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

11.2 **Service Manager's Participation.** The Service Manager will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Service Manager of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

11.4 **Settlement Authority.** The Service Manager will not enter into a settlement of any proceeding against any Indemnified Parties unless the Service Manager has obtained the prior written approval of Province. If the Service Manager is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Service Manager to the fullest extent possible in the proceeding and any related settlement negotiations.

11.5 **Service Manager's Co-operation.** If the Province conducts the defence of any proceedings, the Service Manager will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

12.0 INSURANCE

12.1 **Service Manager's Insurance.** The Service Manager represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of

performance of the Service Manager's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

12.2 Proof of Insurance. The Service Manager will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Service Manager will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Service Manager.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager, including an amount equal to the interest earned, up to the amount of the Maximum Funds; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
 - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 13.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Service Manager to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and

- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 14.2(b).

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, the Province will not provide additional Funds to the Service Manager.

15.0 **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

15.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Program;
 - (ii) comply with any of the terms of Schedule "C";
 - (iii) use or spend Funds or interest earned; or
 - (iv) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b).

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds, or an amount equal to the interest earned, up to the amount of the Maximum Funds, remaining in the possession or under the control of the Service Manager;
- (g) demand the repayment of an amount equal to any Funds or interest earned, up to the amount of the Maximum Funds, the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds , or interest earned, up to the amount of the Maximum Funds, the Province provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs

to the Province upon giving Notice to the Service Manager.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Service Manager with an opportunity to remedy the Event of Default, the Province will provide Notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

15.4 **Service Manager not Remediating.** If the Province has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF EACH FUNDING YEAR

16.1 **Funds at the End of each Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Service Manager has not spent all the funds within two years from the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds and an amount equal to the interest earned, up to the amount of the Maximum Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Service Manager will, upon expiry of the Agreement, return to the Province any Funds, and an amount equal to the interest earned, up to the amount of the Maximum Funds remaining in its possession or under its control.

18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds or interest earned, up to the amount of the Maximum Funds, to the Province.

18.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds and interest earned, up to the amount of the Maximum Funds, from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds and interest earned, up to the amount of the Maximum Funds, to the Province, whether or not their return or repayment has been demanded by the Province, such Funds and an amount equal to the interest earned, up to the amount of the Maximum Funds, or other amount will be deemed to be a debt due and owing to the Province by the Service Manager, and the Service Manager will pay or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 Interest Rate. The Province may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 Payment of Money to Province. The Service Manager will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.

18.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

19.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Service Manager respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

19.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 Postal Disruption. Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

19.4 **Notice by Telephone.** For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule "B".

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY SERVICE MANAGER

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

23.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 **No Assignment.** The Service Manager will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over

such proceedings.

26.0 FURTHER ASSURANCES

26.1 Agreement into Effect. The Service Manager will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 RIGHTS AND REMEDIES CUMULATIVE

27.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 Other Agreements. If the Service Manager:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

29.0 SURVIVAL

29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 7.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0 and Article 29.0.

30.0 ACCESSIBILITY

30.1 Meetings and Events. In using the Funds for meetings, or similar events, the Service Manager will consider the accessibility needs of attendees with disabilities, both in terms of physical access to

the event/meeting space, as well as access to the event/meeting contents and proceedings. The Service Manager will use best efforts to accommodate these needs.

- 30.2 **Meetings and Events Examples.** For assistance with the Service Manager's obligations under section 32.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection. Materials to assist in these considerations may be found on the website of the Ministry of Economic Development, Employment & Infrastructure
- 30.3 **Venues.** In using the Funds for venues, the Service Manager will consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Service Manager will use best efforts to accommodate these needs.
- 30.4 **Venue Examples.** For assistance with the Service Manager's obligations under section 30.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms. Materials to assist in these considerations may be found on the website of the Ministry of Economic Development, Employment & Infrastructure.

33.0 **PERSONAL INFORMATION and PARTICIPATION BY MINORS**

- 33.1 **Permissions.** The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.
- 33.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Conditional Allocation Committed	
Maximum Confirmed Allocation Committed	
Expiration Date	The earlier of March 31, 2034 and the date that is 60 days after the date on which the Province receives the last Annual Program Compliance Attestation Report
Amount for the purposes of section 5.2 of Schedule "A"	
Insurance	
Contact information for the purposes of Notice to the Province	<p>Name: Jim Adams, Director, Housing Programs Branch</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, Ontario, M5E 2E5</p> <p>Attention: Jim Adams, Director, Housing Programs Branch</p> <p>Fax: (416) 585-6588</p> <p>Email: jim.e.adams@ontario.ca</p>
Contact information for the purposes of Notice to the Service Manager	<p>Name: Corporation City of London</p> <p>Address: 355 Wellington Street 2nd Floor, London, ON N6A 3N7</p> <p>Attention: Sandra Datars Bere</p> <p>Fax:</p> <p>Email: sdatarsb@london.ca</p> <p>Telephone: (519) 661-2489 (ext. 5337)</p>
Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from the Province related to the Agreement	<p>Name: Dave Purdy</p> <p>Position: Division Manager, Housing</p> <p>Fax: (519) 661-4466</p> <p>Email: dpurdy@london.ca</p> <p>Telephone: (519) 661-2489 (ext. 5596)</p>

SCHEDULE "C"
PROGRAM DESCRIPTION AND TIMELINES

C.1 BACKGROUND

On June 8, 2016, Ontario released its Climate Change Action Plan (CCAP), which identifies policies and programs to ensure reduced near-and long-term emissions. Ontario is targeting a reduction in Green House Gas (GHG) of 15 per cent by 2020, 37 per cent by 2030 and 80 per cent by 2050 (based on 1990 emissions)

Ontario's carbon market is a fundamental component of the province's Climate Change Strategy. The carbon market proceeds will help Ontario meet its greenhouse gas emission reduction targets, reward innovative companies and ensure that households and businesses thrive as the province transitions to a low-carbon economy.

Studies have shown that targeted investments to upgrade building mechanical systems and insulation in these older post-war high-rise apartment buildings can lead to significant GHG reductions.

Barriers to energy efficiency and greenhouse gas emission reductions are particularly significant for owners of older high-rise apartment buildings. The majority of Ontario's high-rise apartment buildings were developed in the 1960s and 1970s – a period when greenhouse gas emissions were not a concern and little attention was paid to energy-efficient design. High-rise apartment buildings constructed in this era account for about 23% of residential greenhouse gas emissions in Toronto and use up to 25% more energy per square metre than houses.

Many of these buildings are now at a period of their life-cycles where major building systems must be replaced. Investing in energy efficiency upgrades in high-rise apartment buildings will help reduce greenhouse gas emissions, improve the quality and sustainability of housing stock in Ontario and the quality-of-life of tenant households.

For the purposes of this Program, greenhouse gas is defined as the following types of greenhouse gas and such other contaminants as may be prescribed as greenhouse gas by any regulations:

1. Carbon dioxide.
2. Methane.
3. Nitrous oxide.
4. Hydrofluorocarbons.
5. Perfluorocarbons.
6. Sulphur hexafluoride.
7. Nitrogen trifluoride.

Social Housing Apartment Improvement Program (SHAIP) will continue the success of Ontario's recent SHARP under the Green Investment Fund initiative.

Key outcomes expected from the program include:

- Reduced GHG emissions through targeted retrofit activities in social housing apartment buildings across the Province;
- Living accommodations for Ontario's low-income and vulnerable tenants are more comfortable;
- Reduced operating costs for social housing providers through savings derived from the retrofit activities, thereby strengthening the viability of the current social housing stock;
- Supporting the GHG retrofit activity sector and creating local jobs in communities across Ontario –

including small, northern and rural communities - where retrofits are being installed.

The Ministry of Housing (MHO) is authorized to receive up to \$200M in the fiscal year of 2017-18 from the Greenhouse Gas Reduction Account (GGRA) for SHAIP. Pending carbon market proceeds, MHO will receive the \$200M in four installments. Of this, an amount of \$85M has been approved for MHO to support retrofits in social housing high-rise apartment buildings targeted specifically at reducing GHG emissions through low-carbon and carbon-free energy technologies/systems. As and when the each of the remaining instalment of funds get approved, the Transfer Payment Agreement will be amended through a letter from the Minister or a delegated authority to reflect the total confirmed allocation of the respective Service Manager.

C.2 PROGRAM OBJECTIVE

The Program objective will be to fund certain eligible retrofits including those that that utilize latest low-carbon and carbon-free energy technologies/systems in social housing apartment buildings to reduce greenhouse gas emissions.

C.3 FUNDING ALLOCATION

The province will provide the Service Manager with Conditional Allocations pending future carbon market auctions prior to the signing of the TPA. This will allow SMs to follow their procedures and obtain Council/Board approval based on the Conditional Allocation and enter into contracts with housing providers to complete the necessary retrofits.

In addition, the Ministry will communicate to the Service Managers the Confirmed Allocations available following each carbon market auction (each "wave"). This may be equal to, greater or less than the Conditional Allocation. The SM will submit 3 signed copies of their Transfer Payment Agreement by March 15, 2018 and a Program Delivery and Fiscal Plan (PDFP) by March 15, 2018. The Program Delivery and Fiscal Plan will briefly describe the repair activities the SM plans to undertake, the number of buildings and units that will receive the funding, a quarterly projected investments and percentage of administration funding (up to 5%). The SM is required to submit quarterly updates to the PDFP for reporting the actual expenditures made.

C.4 SCOPE OF PROGRAM

The Program will cover the costs of Eligible Work in Eligible Housing Projects with the goal of reducing each Eligible Housing Project's greenhouse gas emissions. The reductions of greenhouse gas emissions are part of Ontario's climate change efforts, and are part of the overall effort at meeting the provincial emission targets, as set out in its Climate Change Action Plan (CCAP).

1. General Service Manager Program Obligations. The Service Manager shall,

- (a) administer and deliver the Program;
- (b) approve Eligible Work for Eligible Housing Projects (taking into account the below priorities) in accordance with policies it has adopted respecting the procurement of goods and services;

- (c) in approving Eligible Work for Eligible Housing Projects, prioritize the following in order to maximize greenhouse gas reductions, where possible:
 - (i) retrofits/replacements of building heating and cooling equipment (e.g. boilers and chillers, including mechanical system insulation);
 - (ii) upgrading exterior or interior insulation; upgrading windows and/or exterior doors;
 - (iii) converting to LED lighting and/or adding lighting controls or sensors; re-cladding or upgrading building envelopes with solar walls;
 - (iv) retrofits that utilize latest low-carbon and carbon-free energy technologies/systems;
 - (v) applications that combine several retrofits to achieve cumulative greenhouse gas emission reduction outcomes (e.g. proposed upgraded windows or insulation to increase the efficiency of a recently installed high-efficiency boiler);
- (d) allocate Funds to each Eligible Housing Provider based on the full cost of the Eligible Work it approves for each Eligible Housing Project operated by that Eligible Housing Provider;
- (e) be solely responsible for ensuring that the Funds are sufficient to cover the cost of all Eligible Work that it approves. The Service Manager releases the Province from any claims it may have now or in the future relating to the Eligible Work that it approves and/or funds;
- (f) use the Funds only to offset the full costs of Eligible Work on Eligible Housing Projects that has been approved by the Service Manager, and to offset Administration Costs;
- (g) ensure that all Funds provided to Eligible Housing Providers supplement, and do not replace, funding for current or existing capital repair and maintenance obligations or planned investments by the Service Manager and/or the Eligible Housing Providers;
- (h) prior to providing any Funds to an Eligible Housing Provider, enter into an agreement with the Eligible Housing Provider that will at a minimum,
 - (i) require that the Funds and interest on the Funds be spent only on the Eligible Work approved by the Service Manager;
 - (ii) require the return of any Funds and interest on the Funds not paid by March 31, 2020 for such Eligible Work;
 - (iii) require the return of Funds if the Eligible Housing Projects do not remain Affordable for the Ten Year Affordability Period, including a minimum of (5) years as social housing under the Housing Services Act, 2011;
 - (iv) flow Funds to the Eligible Housing Provider at appropriate stages of work completion; and
 - (v) impose reporting and other obligations on the Eligible Housing Provider sufficient to allow the Service Manager to comply with its obligations under this Agreement;
- (i) monitor the construction activities associated with all approved Eligible Work;

- (j) immediately inform the Province of:
 - (i) any failure by an Eligible Housing Provider to use the Funds or interest in accordance with the Program;
 - (ii) any misuse of Funds; and
 - (iii) any failure to carry out approved Eligible Work;
- (k) ensure that all approved Eligible Work is completed by March 31, 2020;
- (l) Arrange for required building energy audits;
- (m) ensure that participating Eligible Housing Providers:
 - (i) minimize disruption to tenants while approved Eligible Work is undertaken;
 - (ii) ensure the vendors who carry out the approved Eligible Work are selected in accordance with procurement policies that promote the best value for money; and
 - (iii) ensure that participating Eligible Housing Projects remains Affordable for at least the Ten Year Affordability Period, including a minimum of five (5) years as social housing under the Housing Services Act, 2011, regardless of the end dates of any operating agreements or mortgage maturation; and
- (n) carry out the Program in accordance with all applicable laws.

2. Subsidies and Incentives.

- (1) The Service Manager shall encourage Eligible Housing Providers to take advantage of other subsidies or incentives for retrofit work available through other sources.
- (2) Funds may be used to supplement external subsidy or incentive funds offered through utility companies, local distribution companies, or other groups.
- (3) Funds may not be used to pay for portions of the Eligible Work that are covered by any subsidies, incentives or other funding received for the Eligible Work.
- (4) If any subsidies, incentives or other funding are used for funded Eligible Work, the equivalent amount of the subsidy, incentive or other funding must either be promptly returned to the Service Manager by the Eligible Housing Provider and subsequently refunded to the Province, or be used to carry out other Eligible Work with the goal of reducing greenhouse gas emissions in accordance with the Program objectives.
- (5) If the Service Manager has not complied with subsection (4), the Province may:
 - (a) deduct an amount equal to the subsidy, incentive or other funding from any further

instalments of Funds; or

- (b) demand from the Service Manager the repayment of an amount equal to the subsidy, incentive or other funding.

3. Project Completion

The Eligible Work is to be completed no later than March 31, 2020 for Funding Year 1 (2017-18), March 31, 2021 for Funding Year 2 (2018-19), March 31, 2022 for Funding Year 3 (2019-20) and March 31, 2023 for Funding Year 4 (2020-21).

4. Building Energy Audit.

- (1) The Service Manager shall require that each participating Eligible Housing Provider conduct a building energy audit on each participating Eligible Housing Project prior to any Eligible Work being done.
- (2) An Eligible Housing Provider may use an existing energy audit for an Eligible Housing Project if the existing energy audit is not older than one (1) year as of the date of the Eligible Housing Provider receiving a funding allocation.
- (3) In the event an Eligible Housing Project does not have an existing energy audit, or the existing energy audit is older than one (1) year following the funding allocation date, a new energy audit must be commissioned for the Eligible Housing Project.
- (4) Each building energy audit must show energy use in cubic metres of gas and kilowatt hours of electricity for the relevant Eligible Housing Project for the three (3) previous years of operation, where possible.
- (5) The Service Manager must receive a copy of the energy audit prior to the start of any Eligible Work on each Eligible Housing Project.
- (6) The Service Manager must provide a copy of each report to the Province in accordance with the reporting requirements in "Schedule F".

5. Post-Retrofit Energy Use Monitoring and Data Collection.

- (1) The Service Manager shall require that, following completion of the Eligible Work for an Eligible Housing Project, the Eligible Housing Provider undertake energy use monitoring.
- (2) The Service Manager must collect and submit post-retrofit energy and emissions audit reports based on estimated energy savings, following completion of Eligible Work for an Eligible Housing Project.
- (3) The Service Manager must subsequently collect and maintain detailed actual energy related data for each participating Eligible Housing Project including:

- (a) data reflecting the energy use and rated efficiency of the each item of previously installed equipment, or building element that is replaced or retrofitted under the Program, in cubic metres of gas and kilowatt hours of electricity; and
 - (b) data reflecting the energy use and rated efficiency of each item of newly installed equipment, or building element that is installed or retrofitted under the Program, in cubic meters of gas and kilowatt hours of electricity.
- (3) The Service Manager must also collect and maintain ongoing actual energy use data in cubic metres of gas and kilowatt hours of electricity for each Eligible Housing Project, for the three (3) years following the date of completion of the Eligible Work. The data must be broken down according to monthly use and be provided electronically to the Province in accordance with Schedule "F" and upon request.
 - (4) The Service Manager must work with accredited local resources, such as utility corporations, local distribution corporations, or appropriate energy experts, agencies or consultants to ensure the data provided meets any applicable standards.
 - (5) The Province reserves the right to unilaterally amend the Service Manager's energy data obligations as necessary, in order to conform to any future requirements of the Ontario Climate Change Strategy for the purposes of reporting greenhouse gas emission reductions as part of provincial targets.

6. Calculation of Greenhouse Gas Emissions.

- (1) As set out in Schedule "F", the Service Manager must provide the Province with the calculated amount of greenhouse gas emissions projected to be saved annually for each Eligible Housing Project, as well as information detailing the methodology for the calculation of these projected savings.
- (2) The Service Manager must ensure that Eligible Housing Providers work with an energy auditor or consultant to provide an engineering calculation of the total greenhouse gas emissions projected to be saved through the installed retrofits for each Eligible Housing Project.
- (3) The calculation will reflect the projected savings resulting from the Eligible Work completed for each Eligible Housing Project.
- (4) The calculation will be done once the Eligible Work has been completed for each Eligible Housing Project.

7. French Language Services.

- (1) The Service Manager agrees that where the Service Manager is providing a public service in connection with the Program and has an office located in or servicing an area designated in the Schedule to the French Language Services Act, the Service Manager shall:
 - (a) ensure services are provided in French; and

- (b) make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.
- (2) The Service Manager acknowledges that none of the French language services provisions of the Agreement authorize the Service Manager or provide it with the delegated authority to enter into any agreements on behalf of or otherwise bind the Province of Ontario.

SCHEDULE "D"
BUDGET

Funds shall be used only to:

- (a) off-set the full cost of approved and completed Eligible Work on Eligible Housing Projects for Eligible Housing Providers;
- (b) off-set the cost of required building energy audits; and
- (c) off-set the Administration Costs up to 5%.

For the purposes of the Budget, all references to Funds include the interest earned on the Funds.

Ineligible costs – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds:

- (i) any travel, food or hospitality costs;
- (ii) any costs related to developing a business case, funding proposal or other activity with a similar aim;
- (iii) any costs related to activities undertaken with the actual or perceived intention of lobbying;
- (iv) any costs not directly related to the Program;
- (v) any costs incurred prior to the Effective Date, unless explicitly stated otherwise in this Agreement;
- (vi) costs deemed ineligible in accordance with section 4.9 of Schedule "A";
- (vii) any portion of the costs of Eligible Work that are covered by incentives, subsidies or other funding received for Eligible Work from external parties; and
- (viii) any costs which are an inappropriate use of public funds in the sole opinion of the Province.

SCHEDULE "E"

PAYMENT PLAN

First Payment	<p>Funding Year 1 (2017-18): 20% of current confirmed allocation based on carbon market proceeds upon signing of the Transfer Payment Agreement and submission of Program Delivery and Fiscal Plan for Funding Year 1 (2017-18).</p> <p>Funding Year 2 (2018-19) to Funding Year 4 (2020-21): 20% of current confirmed allocation based on carbon market proceeds upon submission of Program Delivery and Fiscal Plan for each of the respective Funding Years.</p>
Subsequent Quarterly Payments	<p>Quarterly payments equal to actual expenditures reported on Quarterly Disbursement Report but up to 70% (less any Administration Fees paid to SM) of the total confirmed allocation for each funding year.</p>
Final Payment	<p>A minimum of 10% holdback of the total confirmed allocation to be released after receiving repair completion reports and Post-Retrofit Energy and Emissions Savings Report for all projects corresponding to the respective funding year.</p>

SCHEDULE "F"
REPORTING

Name of Report	Due Date
1. Business Cases	Funding Year 1 (2017-18): December 15, 2017 Funding Year 2 (2018-19): April 30, 2018
2. Project Delivery and Fiscal Plan (PDFP)	Funding Year 1 (2017-18): One time report due with signed TPA no later than March 16, 2018. Funding Year 2 (2018-19) to Funding Year 4 (2020-21): No later than June 30 of each funding year.
3. Project Information Form	Submitted in GOS.
4. Pre-Retrofit Energy Audit	To be submitted along with the PIF.
5. Quarterly Disbursement Report	Quarterly by June 30, September 30, December 31, and March 31 in each year.
6. Repair Completion Form	For each Eligible Housing Project, upon completion of all approved Eligible Work The Eligible Work is to be completed no later than the following: Funding Year 1 (2017-18): March 31, 2020 Funding Year 2 (2018-19): March 31, 2021 Funding Year 3 (2019-20): March 31, 2022 Funding Year 4 (2020-21): March 31, 2023

7. Post-Retrofit Energy and Emissions Savings Report	For each Eligible Housing Project, upon completion of all approved Eligible Work in the Eligible Project, based on estimated energy savings. This is to be submitted along with the Repair Completion Form.
8. Annual Program Compliance Attestation Report	By March 31 in each year until the expiry of the Ten Year Affordability Period for each participating Eligible Housing Project.
9. French Language Services Report	By March 31 of each year funding is received, up to March 31, 2023.
10. Critical Three Year Energy Usage Data Report	Energy usage data for each funded project must be collected for three calendar years following the completion of the Eligible Work. Service Managers will provide data related to the ongoing energy usage of the building where the work was carried out, and submit it annually on the repair completion anniversary to the province using GOS.
11. Reports as specified from time to time	On a date or dates specified by the Province.

Report Due Date

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

Submission of Reports

Unless the Province directs otherwise, all Reports are to be submitted through the Grants Ontario System.

Reporting Templates

The reporting templates attached to this Schedule "F" are samples only. Unless the Province directs otherwise, the Service Manager must comply with the reporting formats and reporting requirements included in the Grants Ontario System. Those formats and requirements may vary from the attached reporting templates.

Report Details

1. **Business Cases** will describe how the Conditional Allocation will be spent on 150 or more units and in case little opportunity exists, on social housing apartment buildings with less than 150 units, under Funding Year 1 (2017-18), and how the Conditional Allocation will be spent on 100 or more units and in case little opportunity exists, on social housing apartment buildings with less than 100 units, under Funding Year 2 (2018-19) funding.
2. **The Program Development and Fiscal Plan will set out:**
 - (i) Planned repairs, number of buildings and units that will be repaired;
 - (ii) Projected cash flow based on the Conditional Allocation for the 2 year program duration; and
 - (iii) Administration fees, if any that the SM wishes to use up to 5% of the Confirmed Allocation for each Funding Year.
3. **The Project Information Form (made available by the Province), for each participating Eligible Housing Project will set out**, among other things, a description of the Eligible Work approved by the Service Manager and cost estimates for the Eligible Work, and estimated repair start and completion dates.
4. **The Pre-Retrofit Energy Audit Report must:**
 - (i) indicate energy use in cubic metres of gas and kilowatt hours of electricity for the three (3) previous years of operation where possible from the date of the Eligible Housing Provider receiving a funding allocation;
 - (ii) confirm that a building energy audit has been completed, received and deemed satisfactory by the Service Manager;
 - (iii) confirm that the building energy audit received by the Service Manager conforms to the requirements set out in the Agreement;
 - (iv) confirm that no Eligible Work commenced on the Eligible Housing Project prior to the Service Manager receiving the building energy audit for the Eligible Housing Project;
5. **Quarterly Disbursement Report:**
 - (i) This report will include a summary and project level details of quarterly disbursement made by the SM to proponents for each project. This will be due every quarter as listed in the above table.
6. **The Repair Completion Form for each participating Eligible Housing Project shall be:**
 - (i) completed in the Form made available by the Province and set out details of all the Eligible Work completed and a breakdown of the actual cost to complete it, including the cost of the required building energy audit;
 - (ii) set out an accounting of any other funding received by the Service Manager; the identification of the funding source, including energy-related incentives and subsidies from utility

companies (e.g. saveONenergy's Home Assistance and Union Gas' Furnace End-of Life programs) and other partners (e.g. Toronto Atmospheric Fund); and, the amount and the specific aspect of the Program that the additional funding is supporting as well as a statement confirming whether there is any overlap of funding from the Province and other funding sources as identified above.

- (iii) set out an accounting of any subsidies or incentives received directly by the participating Eligible Housing Provider as well as a statement confirming whether there is any overlap of funding from the Province with funding from such subsidies or incentives;
- (iv) confirm that all Eligible Work for the Eligible Housing Project has been completed in accordance with the Agreement and that the Service Manager is in compliance with the terms and conditions of the Agreement except as disclosed in the report, signed by an authorized signing officer of the Service Manager.

7. The Post-Retrofit Energy and Emissions Savings Report for each Eligible Housing Project shall be in a form provided by the province and will:

- (i) provide the calculated total energy in cubic meters of gas and kilowatt hours of electricity projected to be saved annually based on the Eligible Work carried out in the Eligible Housing Project;
- (ii) provide the calculated total of greenhouse gas emission reductions projected to be saved annually based on the Eligible Work installed in the Eligible Housing Project;
- (iii) confirm that the above calculations were done in accordance with this Agreement, as detailed in section 6 of "Schedule C"; and
- (iv) provide a description of the approach and methodology that was used by the qualified auditor or consultant to calculate projected energy and greenhouse gas emissions savings.

8. The Annual Program Compliance Attestation Report shall be in a form similar to Appendix A and will set out whether each Eligible Housing Project that received Funds under the Program is still, in accordance with this Agreement, Affordable and/or operating as social housing under the Housing Services Act, 2011. The Service Manager must also indicate, where applicable, if an Eligible Housing Project is no longer Affordable and/or operating as social housing under with the Housing Service Act, 2011.

9. The French Language Services Report shall be in a form similar to Appendix B and will set out whether the Service Manager has complied with the French Language Services (FLS) requirements of the Agreement.

10. The Critical Three Year Energy Usage Data Report shall include all actual energy use data in cubic metres of gas and kilowatt hours of electricity for each Eligible Housing Project that received Funds under the Program, collected in accordance with the Agreement to the date of the Report.

11. Other Reports:

Without limiting its right to receive other reports in accordance with the Agreement, the Province reserves the right to request, among other things, energy usage data from Eligible Housing Projects outside of the regular reporting requirement dates in this "Schedule F". The Province will specify the timing and content of any other reports as may be necessary.

APPENDIX A

ANNUAL PROGRAM COMPLIANCE ATTESTATION REPORT

Service Manager:

Service Manager

Address:

Service Manager

Contact:

Name:

Telephone:

Email:

This report confirms that the **[Insert Service Manager Name]** (the "Service Manager") is administering and delivering the Social Housing Apartment Improvement Program (the "Program") in accordance with an Agreement dated **[date]** with the Province of Ontario (the "Agreement").

The Service Manager confirms that:

- (a) all Eligible Housing Projects that received Program funding are listed in column one of the second page of this form;
- (b) the dates at which the Eligible Work was completed for each project are set out in column 4; and
- (c) subject to the exceptions listed below, each Eligible Housing Project continues to be Affordable and/or operate as social housing under the Housing Services Act, 2011 (HSA).

Exceptions:

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

APPENDIX B

FRENCH LANGUAGE SERVICES REPORT

Service Manager:

Service Manager

Address:

Service Manager

Contact:

Name:

Telephone:

Email:

This report confirms that the **[Insert Service Manager Name]** (the "Service Manager") is providing services under the Social Housing Apartment Improvement Program (the "Program") and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* ("FLSA").

The Service Manager confirms that it is:

- a) providing Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Programs are available in French.

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

SCHEDULE A

(to the French Language Services Report)

As a Service Manager providing services under the Social Housing Apartment Improvement Program (SHAIP) and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the *French Language Services Act*, please complete the section below. A list of designated areas can be found in Schedule B.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under SHARP in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other _____ (please specify)

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

SCHEDULE B

(to the French Language Services Report)

List of Designated Areas under the French Language Services Act

Please ensure to review the Schedule to the French Language Services Act for any updates to designated areas.

Service Manager	Designated Area(s)
City of Toronto	All
Central Region	
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene, Townships of Tiny and Essa
Regional Municipality of York	Town of Markham
Eastern Region	
City of Cornwall	County of Glengarry, Township of Winchester, County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke, Townships of Stafford and Westmeath
Western Region	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester
Northeast Region	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
Northwest Region	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon, Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

SCHEDULE "G"
PROGRAM DELIVERY AND FISCAL PLAN



Program Delivery and Fiscal Plan (PDFP)

Instructions for completing the Program Delivery and Fiscal Plan (PDFP):

The PDFP is comprised of three sections:

- 1) Proposed Plan
- 2) Planned Financial Commitments
- 3) Projected Take-Up

. Please fill out the **highlighted cells** in each section completely, where applicable

. The PDFP outlines each Service Manager's (SM) and projected take-up for their SHAIP annual notional allocations for Years 1 to 4 (**only year 1 needs to be filled in at this point**)

. PDFPs must be ministry approved.

. **Year 1 PDFP is due no later than March 16, 2018.**

. PDFPs are required to be submitted for each fiscal year. SMs will be required to fill in the subsequent year tabs.

Service Manager /DSSAB		
SM / DSSAB Contact Name		
Date of Council Approval		
Date Submitted to MMAH		

1. Proposed Plan

Briefly describe how you intend to use your SHAIIP allocation to save energy and reduce green house gas emissions in the buildings located in your community. The proposed plan should cover the following issues:

- 1) What repair and retrofit activities would you be taking up under the program to save energy and reduce green house gas emissions, i.e. replacing windows, upgrading/adding insulation.
- 2) In total, how many eligible buildings and units do you intend to retrofit in your community?
- 3) Have any of these buildings received funding from the province for repair and retrofit activities before? If so, under which program(s)?
- 4) Do you intend to leverage SHAIIP funding to access additional funding from other sources (i.e. Enbridge programs)?

The proposed plan is intended to be a summary of the details outlined in the charts below. The proposed plan may be submitted as a separate Word document.

2. Planned Financial Commitments

Complete the following tables to indicate the portion of your annual allocation you plan to spend in each quarter for the SHAIIP program. "Spend" is defined as the SM making payments to Housing Providers/Local Housing Corporation:

Enter the amount to be used as administration fees for each year. Administration fees cannot exceed 5% of your total four-year funding allocation.

If you received approval to bring forward funds in Year 1, please include the approved funding in the column for Year 1 for each applicable program component.

Please provide your best estimates when completing the highlighted sections.

PLANNED FINANCIAL COMMITMENTS BY YEAR

Program Component	Notional Allocation				TOTAL
	Funding Year 1 2017-18	Funding Year 2 2018-19	Funding Year 3 2019-20	Funding Year 4 2020-21	
Enter your total SM Conditional Allocation for each fiscal year (a)					0
SHAIIP eligible work for eligible/approved buildings					0
SM Administration Fees (up to max 5% of yearly total)					0
Total Confirmed Allocation (based on carbon market proceeds) To be filled by MHO (b)					0
Variance (a-b)	0	0	0	0	0

Funding Year 1 (2017-18): PLANNED FINANCIAL COMMITMENTS BY QUARTER

Enter the full amount of SHAIIP funding in the quarter in which you plan to spend the funds. A quarterly plan is required for each fiscal year.
Please provide your best estimate when completing the highlighted sections.

Funding Year 1 - 2017-18 Quarterly Plan

Program Component	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	TOTAL
Conditional /Confirmed Allocation (a)					
SHAIIP Eligible Works					0
SM Administration Fees					
TOTAL (b)					0
Variance (a-b)					0

Funding Year 1 - 2017 - 18 Quarterly Plan cont.

Program Component	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	TOTAL
Conditional /Confirmed Allocation (a)					
SHAIIP Eligible Works					0
SM Administration Fees					
TOTAL (b)					0
Variance (a-b)					0

Bill No. 101
2018

By-law No. A.- _____

A By-law to approve the Housing Provider Contribution Agreement for the Social Housing Apartment Improvement Program; and to authorize the Managing Director of Housing, Social Services and Dearness Home to 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;

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

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Housing Provider Contribution Agreement substantially in the form attached as "Schedule 2" to this By-law and satisfactory to the City Solicitor, between the City and such Housing Providers who have been selected for funding under the Social Housing Apartment Improvement Program in accordance with the Service Manager Agreement between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and the Corporation of the City of London, is hereby approved.
2. The Managing Director of Housing, Social Services and Dearness Home or his/her designate be delegated the authority to execute the Housing Provider Contribution Agreement approved in paragraph 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

“Schedule 2”

**HOUSING PROVIDER CONTRIBUTION AGREEMENT
SOCIAL HOUSING APARTMENT IMPROVEMENT PROGRAM**

This Agreement made the day of **[insert year]**.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the “**Service Manager**”)

OF THE FIRST PART;

- and -

[INSERT NAME OF HOUSING PROVIDER]

(hereinafter referred to as the “**Housing Provider**”)

OF THE SECOND PART;

RECITALS:

WHEREAS the Province of Ontario has designated the City of London to allocate and administer funding pursuant to the SHAIP (“the **Program**”);

AND WHEREAS the Housing Provider is an Eligible Housing Provider (as defined below);

AND WHEREAS the Housing Provider is the registered owner of the residential accommodation known municipally as (the “**Housing Project**”);

AND WHEREAS the City of London has agreed to provide to the Housing Provider the Funds, up to XXX net of HST rebate (the “**Funds**”) for the purposes of carrying out renovation or retrofit at the Housing Project as more particularly set out in **Schedule “A”** attached hereto (the “**Work**”), in accordance with the terms and conditions specified in this Agreement;

NOW THEREFORE, the Service Manager and the Housing Provider agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section.

- “**Agreement**” means this agreement entered into between the City and the Housing Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- “**Affordable**” means rented at the adjusted market rent as determined solely by the Service Manager from time to time as confirmed in Schedule “B”
- “**Claim**” has meaning ascribed to it in Schedule “B”;
- “**Contract**” has meaning ascribed to it in Section “4 (b)”
- “**Date of Commitment**” means the date of a Contribution Agreement that has been signed by both parties;

- **“Eligible Housing Project”** means a social housing project that;
 - (a) Must be a single high-rise social housing apartment building;
 - (b) Must contain 150 or more units for Year 1 (2017-18) and 100 or more units for Funding Year 2 (2018-19) to Funding Year 4 (2020-21) unless otherwise approved through a business case;
 - (c) Must be elevator-serviced; and
 - (d) Must be social housing as defined under the *Housing Services Act, 2011*.
- **“Eligible Housing Provider”** means a housing provider that;
 - (a) Owns and operates an Eligible Housing Project;
 - (b) Is a local housing corporation, a non-profit corporation or a non-profit housing cooperative corporation; and
 - (c) Meets such other criteria as the Service Manager may require.
- **“Effective Date”** has meaning ascribed to it as set out on Page 1;
- **“Eligible Costs”** has meaning ascribed to it as set out in Schedule “B”
- **“Eligible Soft Costs”** means soft costs that include Work related expenses such as professional services (e.g. Qualified Energy Advisor or Auditor) preparation of tender documents, charges and fees required for municipal approvals (e.g. building permit fees);
- **“Event of Default”** has meaning ascribed to it as set out in Section 18;
- **“Force majeure”** has the meaning prescribed to it in Section 14;
- **“Funds”** has meaning ascribed to it as set out in the recitals;
- **“Holdback”** has meaning ascribed to it as set out in Schedule “B”;
- **“Housing Project”** has meaning ascribed to it as set out in the recitals;
- **“HSA”** means the *Housing Services Act, 2011*, and regulations made under it, as amended from time to time;
- **“HST”** means Harmonized Sales Tax;
- **“Ineligible Costs”** includes, but is not limited to the following (in addition to any other costs identified or described as ineligible in this Agreement):
 - (a) costs for ongoing or routine maintenance and repairs;
 - (b) construction of new social housing Units outside the social housing portfolio;
 - (c) any travel, food or hospitality costs;
 - (d) any costs related to developing a business case, funding proposal or other activity with a similar aim;
 - (e) any costs related to activities undertaken with the actual or perceived intention of lobbying;
 - (f) any costs not directly related to the Program;
 - (g) any portion of the costs of Work that are covered by incentives, subsidies or other funding received for Work from external parties;
 - (h) the portion of expenditures for which a tax credit is received or eligible; and
 - (i) any costs which are an inappropriate use of public funds in the sole opinion of the Service Manager.
- **“Invoice”** has meaning ascribed to it as set out in Schedule “B”;
- **“Parties”** means the Service Manager and the Housing Provider and **“Party”**

means either of them, as the context may require;

- **“Project Operating Agreement”** means an agreement between the Housing Provider and either Canada Housing and Mortgage Corporation, the federal government or any federal or provincial Ministry or affiliated agency obliging the Housing Provider to operate the Housing Project in accordance with a prescribed housing program under either federal or provincial law;
- **“Program”** has meaning ascribed to it as set out in the recitals;
- **“Report”** means any report required under Section 16.1 (e) and Schedule “B” of this Agreement;
- **“Request for Payment”** has meaning ascribed to it as set out in Schedule “B”;
- **“SHAIP”** means the Social Housing Apartment Improvement Program;
- **“Ten Year Affordability Period”** means, for each participating Eligible Housing Project, the ten (10) year period following completion of its approved Eligible Work;
- **“Unit”** means a self-contained residential dwelling and/or unit within a multi-bedroom congregate living arrangement;
- **“Vendor”** has meaning ascribed to it as set out in Schedule “B”;
- **“Work”** has meaning ascribed to it as set out in the recitals.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A – The Work

Schedule B – Funding / Budget Items/ Eligible Expenditures

Schedule C – Bid / Quote Summary Form

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

2. TERM OF THIS AGREEMENT

2.1 This Agreement will commence on the Effective Date notwithstanding the respective Parties signature dates and will remain in full force and effect until the performance in full of all the Housing Provider’s obligations under this Agreement.

3. THE WORK

The Housing Provider shall:

- (a) forthwith proceed to carry out the Work, as set out in Schedule “A”, at the Housing Project in a good and workmanlike manner and with proper material according to the plans and specifications to be submitted to and approved by the Service Manager, and will then proceed continuously and vigorously with the Work. The Service Manager reserves the right to approve all aspects of the Work prior to its initiation and will have no liability for payment of any Work, or a portion thereof, unless so pre-approved in writing.
- (b) pay for all material used or labour employed on or about the Work and protect the land, building and premises located at the Housing Project from construction liens; and it will at all times produce and show to the Service Manager on demand the bills, vouchers and contracts for the materials used and labour employed in and about the Work.

- (c) if the Work includes a redevelopment/regeneration project then at least the previous number of Affordable Units shall be maintained. If the Work includes redevelopment/regeneration then the Parties understand and agree that regeneration options must be considered if it assists in promoting long term financial viability, does not create operating deficits and is consistent with the SHAIIP program guidelines.
- (d) Work must be completed no later than the following:

Year 1 Approved Work (2017-18): March 31, 2020
Year 2 Approved Work (2018-19): March 31, 2021
Year 3 Approved Work (2019-20): March 31, 2022
Year 4 Approved Work (2020-21): March 31, 2023

4. APPROVAL OF THE SERVICE MANAGER

- (a) The Housing Provider will obtain multiple quotes or bids for the Work in accordance with a competitive process and will follow such tendering procedures and provide such documentation regarding the capital cost/expenses as may be required by the Service Manager. As a condition of eligibility for the Funds, the Housing Provider will provide a "Bid Summary Form" regarding the Work to the Service Manager in the form attached hereto as Schedule "C". The Service Manager will have the right to review and comment on Schedule "C" within a reasonable period of time. No Work will be awarded without the prior written consent of the Service Manager. At the request of the Service Manager, the Housing Provider will also provide copies of all bids or quotes received for the Work.
- (b) The Housing Provider will ensure that all aspects of the Work are included in a written contract (or multiple in the event the Work is undertaken by more than one party), (the "Contract") that will be in writing with copies to be submitted to the Service Manager prior to the release of Funds.

5. PRE-CONDITION REGARDING FUNDING

The Service Manager's obligation to provide funds to the Housing Provider under this Agreement is conditional upon approval of the Work by the Ministry pursuant to the Program.

6. CONFLICT OF INTEREST

- (a) The Housing Provider will use the Funds and any interest earned without an actual, potential or perceived conflict of interest.
- (b) For the purposes of this Section, a conflict of interest includes any circumstances where: (i) the Housing Provider; or (ii) any person who has the capacity to influence the Housing Provider's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Housing Provider's objective, unbiased and impartial judgment relating to the Program, the Work, and/or the use of the Funds.
- (c) The Housing Provider will: (i) disclose to the Service Manager, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and (ii) comply with any terms and conditions that the Service Manager may prescribe as a result of the disclosure.
- (d) For greater certainty, the parties acknowledge and agree that the Housing Provider will be prohibited from utilizing third parties that are directly related to, or affiliated with, employees or board members of the Housing Provider for the purpose of carrying out the Work.

7. FINANCIAL RECORDS

With the exception of financial records related to a social housing mortgage that may apply to the Housing Project, the Housing Provider will prepare and maintain its financial

records in accordance with Generally Accepted Accounting Principles (GAAP).

8. AUDITS AND REVIEWS

- (a) Upon twenty-four (24) hours notice to the Housing Provider, the Service Manager, its representatives and/or an independent auditor identified by the Service Manager will, upon request, be entitled to receive and/or enter onto the Housing Provider's Housing Project or any other location where records are stored to examine copy, remove any copies, and/or conduct an audit or investigation of any relevant documentation in connection with Housing Project and the Work funded under the Program.
- (b) To assist in respect of the Service Manager's rights set out in this Section, the Housing Provider will disclose any information requested by the Service Manager, its authorized representative or an independent auditor identified by the Service Manager, and will do so in the form requested by the Service Manager, its authorized representatives or an independent auditor identified by the Service Manager, as the case may be.
- (c) No provision of this Agreement will be construed so as to give the Service Manager any control whatsoever over the Housing Provider's records.

9. INSPECT WORK

- (a) The Service Manager, during the Work, will have the right to periodically enter onto the Housing Project to inspect the progress of the Work to verify that the Work completed complies with the Contract.

10. CONSTRUCTION LIENS

- (a) The Housing Provider will immediately notify the Service Manager in writing if any construction lien is registered. The Housing Provider and the Service Manager will consult fully with respect to any construction lien. After such consultation, the Housing Provider will follow any written directions from the Service Manager with respect to dealing with the construction lien.

11. THE FUNDS

- (a) The Service Manager will provide the Funds to the Housing Provider to be used solely for the purpose of paying all Eligible Work and Eligible Soft Costs necessary to complete the Work at the Housing Project, upon the terms and conditions specified herein. The Housing Provider acknowledges and understands that the Service Manager will not be obliged to provide Funds for Ineligible Costs.
- (b) The Funds will not be used for any portion of the Work that is covered by any subsidies, incentives or other funding received for the Work through other sources. If any subsidies, incentives or other funding are used for funded Work through other sources, then the Housing Provider will promptly return/refund to the Service Manager the equivalent amount of the subsidy, incentive or other funding.
- (c) The Housing Provider will use the Funds and any interest on the Funds solely for the purpose of the approved and completed Work.
- (d) The Housing Provider agrees that the Funds will be deemed sufficient to complete the Work, including any applicable taxes, and that no further monies will be provided to the Housing Provider by the Service Manager in connection with the Work. The Service Manager's obligation to provide financial assistance to the Housing Provider only extends to those amounts properly documented in a Contract and a subsequent Invoice subject to the maximum amount of the Funds. For greater certainty, if the cost of the Work exceeds the maximum amount of Funds then the Parties understand and agree that any such cost will be the sole responsibility of the Housing Provider and the Service Manager will assume no liability in connection with any such additional cost.
- (e) The Service Manager will pay Funds to the Housing Provider to do the Work as

set out in Schedule "B"

- (f) If the Work is already completed or estimated to take up to sixty (60) days to complete, then the Housing Provider will use its best efforts to submit one Request for Payment to the Service Manager. In the event the Work will take longer than sixty (60) days to complete, the Housing Provider may submit interim Requests for Payment at thirty (30) day intervals until the Work is completed.
- (g) The Housing Provider agrees that it will record and account for the receipt of the Funds on its audited financial statements for each fiscal year in which Funds are spent on the Work, by way of Auditor's note(s) or supplementary schedules(s) reporting the amount of Funds that the Housing Provider spent on the Work in each such fiscal year.
- (h) Notwithstanding any other provision herein, if there is an overpayment of Funds advanced by the Service Manager in connection with the Work performed in accordance with this Agreement and the Service Manager demands repayment of an amount equal to such overpayment and any interest earned if not spent, then the Housing Provider will pay the amount to the Service Manager immediately unless the Service Manager directs otherwise.
- (i) The Housing Provider will immediately return any Funds and any interest on the Funds that are not committed or paid in as set out in Section 3.

12. INDEMNIFICATION

- 12.1 The Housing Provider shall indemnify and hold harmless the Service Manager from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Work, or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Service Manager. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this agreement.
- 12.2 The obligation to indemnify will require the Housing Provider to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

13. INSURANCE AND INDEMNITY

Throughout the term of this Agreement, the Housing Provider shall maintain commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) and shall include the Service Manager as an additional insured with respect to the Housing Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Housing Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the Service Manager with a minimum of thirty days' notice in advance of cancellation of such insurance.

The Service Manager reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

14. Force Majeure

- 14.1 Subject to Section 14.3, Force Majeure means an event that:
 - (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the

circumstances.

14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions, if such events meet the test set out in Section 14.3.

14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - i. take into account at the time of the execution of the Agreement; and
 - ii. avoid or overcome in the carrying out of its obligations under the Agreement.

14.4 The failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfil the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

15. REPRESENTATIONS AND WARRANTIES

The Housing Provider represents and warrants to the Service Manager as follows, which representations and warranties will be deemed to be continuing representations and warranties during the entire term of this Agreement:

- (a) The Housing Provider is a corporation legally incorporated, duly organized and validly existing, and in good standing under the laws of the Province of Ontario.
- (b) The execution, delivery and performance of this Agreement is within the corporate powers and capacities of the Housing Provider and have been duly authorized by proper corporate proceedings.
- (c) There are no actions, suits or proceedings pending or to the knowledge of the Housing Provider threatened against or adversely affecting the Housing Provider in any court or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, Canadian or foreign which might materially affect the financial condition of the Housing Provider or the title to the Housing Project.
- (d) No representation or warranty by the Housing Provider in this Agreement, nor any statement or certificate (including financial statements) furnished or to be furnished to the Service Manager pursuant hereto contains or will contain any untrue statement of any fact or omits or will omit to state a fact necessary to make such representation, warranty, statement or certificate not misleading.
- (e) The Housing Provider is in compliance with all applicable federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and bylaws.
- (f) The Housing Provider: (i) is an Eligible Housing Provider; (ii) is the owner of an Eligible Housing Project; (iii) the Work performed pursuant to this Agreement is Eligible Work; and (iv) the soft costs submitted pursuant to this Agreement are Eligible Soft Costs.

16. AFFIRMATIVE COVENANTS OF THE HOUSING PROVIDER

Except as otherwise specified, the Housing Provider covenants and agrees that it will, in consideration of the receipt of Funds under this Agreement:

16.1 General

- (a) Diligently maintain, use and operate the Housing Project, and carry on its business as an Affordable Housing Project in a proper and efficient manner so as to preserve and protect the affordable nature of the Housing Project and its earnings, incomes, rents, issues and profits. **The Housing Provider further covenants that it will continue to operate the Housing Project as an Affordable Housing Project for ten (10) years from the date of this Agreement including a minimum of five (5) years as social housing under the HSA, regardless of the end of any operating agreements, mortgage maturation, and/or the expiry of any entitlement to subsidy.** For greater certainty, in the event that the Housing Provider currently operates within the operating framework of a Project Operating Agreement, the Housing Provider will continue to operate the Housing Project in accordance with the terms and conditions of that Project Operating Agreement for ten (10) years from the date of this Agreement notwithstanding the expiry of the Project Operating Agreement or cessation of any subsidy or other financial assistance prior to that date.
- (b) Maintain at all times proper records (including but not limited to invoices) and books of account and make true and correct entries in the records of all dealings and transactions related to the Housing Project and Work funded under the Program for minimum of ten (10) years following completion of all Work.
- (c) Provide the Service Manager with written notice of the occurrence of any material litigation proceeding or dispute affecting the Housing Project and provide to the Service Manager all reasonable information requested by the Service Manager concerning the status of the litigation, proceeding or dispute.
- (d) Advise the Service Manager in writing when the approved Work is completed and the total cost thereof along with final invoice.
- (e) Assist and provide information and documentation to the Service Manager to allow the Service Manager to complete the Service Manager's Provincial reporting requirements for the Program.
- (f) At any time or from time to time, upon the request of the Service Manager and at the sole expense of the Housing Provider, execute and deliver or cause to be executed and delivered such further documents and so such other acts and things as the Service Manager may reasonably request in order to effect fully the purposes of this Agreement and other agreements contemplated hereby.
- (g) Minimize disruption to the tenants of the Housing Project while approved Work is undertaken.
- (h) Submit an application for a HST rebate with the Provider's next tax filing following receipt of the Funds for the Work.

17. EVENT OF DEFAULT

Upon the occurrence of any of the following events of default (individually an "**Event of Default**"):

- (a) Any representation or warranty made by the Housing Provider herein or in any instrument submitted pursuant hereto proves to be false in any material respect or the Housing Provider breaches one or more of the covenants and/or other term set out in this Agreement;
- (b) The Housing Provider becomes insolvent or bankrupt or subject to the

provisions of the *Winding-Up Act and Restructuring Act*, R.S.C. 1985, c. W-11, as amended or the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3, as amended, or goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction, or makes a general assignment for the benefit of its creditors or otherwise acknowledges itself insolvent.

- (c) The Housing Provider abandons the Housing Project or ceases or threatens to cease to manage and operate the Housing Project as it is presently managed and operated, or threatens to commit any act of bankruptcy.
- (d) Any execution or any other process of any court becomes enforceable against the Housing Project or if a distress or analogous process is levied on the Housing Project, and the execution, sequestration, extent, distress or process, remains unsatisfied for a period as would permit the Housing Project or a part of it to be sold.
- (e) Steps are taken or proceedings are commenced by any person to dissolve, wind up or terminate the existence of the Housing Provider or to liquidate its assets.
- (f) Any trustee, receiver, receiver and manager or similar person is appointed with respect to the Housing Project.
- (g) The Housing Project is seized under execution or attachment.
- (h) The Service Manager, in good faith believes that the ability of the Housing Provider to pay any of its obligations to the Service Manager or to perform any of the covenants contained in the Agreement is impaired or in jeopardy.
- (i) Failure to provide data/reports as set out in this Agreement in accordance with the timelines and in the format as requested by the Service Manager.
- (j) Failure of the Housing Provider to remain "Affordable" as ascribed in Section 16.1 (a)

then, or at any time thereafter, unless such default is first remedied within a reasonable period of time after notice has been given to the Housing Provider of the particulars of the Event of Default, a declining balance of refundable pro-rated amount of Funds provided by the Service Manager to the Housing Provider to reflect the portion of the ten (10) year period for which the Housing Project shall not be Affordable will become due and payable with interest in accordance with section 3 of the *Interest Act* of Canada. In such event, the Service Manager may commence such legal actions or proceedings against the Housing Provider as may be permitted hereunder, or at law or in equity, all as the Service Manager, in its sole discretion, deems expedient. The Housing Provider acknowledges that the Service Manager's remedies are cumulative and not mutually exclusive.

No express or implied waiver by the Service Manager of any default hereunder will in any way be construed to be a waiver of any future or subsequent default. A waiver by the Service Manager of its right to exercise one remedy in respect of an Event of Default will not operate as a waiver by the Service Manager of its right to exercise another remedy in respect of that Event of Default. The Housing Provider hereby waives any rights now or hereafter conferred by statute or otherwise which may limit or modify any of the Service Manager's rights or remedies, hereunder or under any documents made in connection herewith.

18. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

The Housing Provider acknowledges that the Service Manager is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C M.56 and that any information provided to the Service Manager in connection with the Program or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

19. REMEDIES CONFERRED BY THE HSA

The Parties agree that nothing herein contained will in any way limit or modify the Service Manager's rights or remedies conferred by the HSA in respect of the Housing

Project.

20. NOTICE

Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by facsimile communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

- (a) in the case of notice to the Service Manager:

The City of London
Attention: Manager, Housing Services
355 Wellington Street Suite 248, 2nd floor
London, ON
N6A 3N7

- (b) in the case of notice to the Service Provider:

Name

Attention:

Fax.

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

21. GENERAL

- (a) This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
- (b) Except as expressly provided herein, this Agreement will not be assignable by the Housing Provider without the prior written approval of the Service Manager which approval may be arbitrarily withheld.
- (c) In this Agreement, whenever the context requires or permits, the singular will include the plural, and the plural will include the singular, and the masculine and the neuter will include each other and the feminine pronoun.
- (d) This Agreement is to be governed by the laws of the Province of Ontario and the applicable federal laws of Canada. Any action or proceeding arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

- (e) Time will be of the essence of this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the Service Manager and the Housing Provider.
- (f) Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction will not invalidate or impair the remaining provisions of this Agreement which will be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable that provision in any other jurisdiction.
- (g) No amendment of any provision of this Agreement will be made unless it is in writing and signed by all Parties.
- (h) All amounts referred to herein are in Canadian Dollars, unless the context otherwise requires.
- (i) Any reference to a statute will mean the statute in force and effect as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided herein.
- (j) This Agreement including any Schedules constitutes the entire agreement among the Parties with regard to the matters dealt with herein and cancels and supersedes any prior agreements, undertakings, declaration or representations, written or verbal in respect of it.
- (k) The Parties understand and agree that the recitals will form part of this Agreement.
- (l) The Housing Provider acknowledges that it is not an agent, joint venture, partner or employee of the Service Manager, and the Housing Provider will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any action that could establish or imply such a relationship.
- (m) Section 6, 8, 12, 15, 16, 18, and 21 will survive termination or expiration of this Agreement and continue in full force and effect thereafter, together with any other provisions of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement.
- (n) Descriptive headings, articles, sections, schedules or exhibits are for convenience only and will not control for affect the meaning or construction of any provision of this Agreement.

IN WITNESS THEREOF this Agreement has been executed by the Parties.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY OF
LONDON AS REPRESENTED BY THE
MANAGING DIRECTOR, HOUSING,
SOCIAL SERVICES AND DEARNESS
HOME**

Sandra Datars Bere
Managing Director
Housing, Social Services and Dearness
Home

[Insert name of Housing Provider]

Authorized Signing Officer

Name and Title (Please Print)

Authorized Signing Officer

Name and Title (Please Print)

I/We have the authority to bind the Corporation

SCHEDULE "A"

THE WORK

SCHEDULE "B"

FUNDING / BUDGET ITEMS/ ELIGIBLE EXPENDITURES SCHEDULE

1. MAXIMUM AMOUNT OF FUNDING (inclusive of HST):

2. ELIGIBLE EXPENDITURES

Renovation/retrofit activities eligible to receive SHAIIP funding include the following:

- Replacing building heating and/or cooling systems, equipment, and associated sub-components including items such as mechanical insulation;
- Upgrading exterior or interior building insulation;
- Solar walls;
- Upgrading building windows and/or exterior doors;
- Upgrading building lighting systems including converting to light-emitting diode (LED) lighting systems, lighting controls, and sensors;
- Re-cladding or upgrading building envelopes;
- Retrofits that utilize latest low-carbon and carbon-free energy technologies /systems;
- The costs of required building energy audit reports;
- Focus on retrofits that target building heating and/or cooling equipment; and
- Applications that seek to combine several retrofits – new and/or pre-existing retrofits – in order to achieve higher emission reductions in the buildings.

3. AFFORDABLE

For purposes of this Agreement, the Housing Project will remain at X% Affordable during the term of this Agreement.

4. VENDOR

A vendor is a party, also known as a supplier, which provides goods and services to the Housing Provider in relation to the "Work"

5. INVOICE

- (a) An invoice is a document that itemizes the transaction between parties.
- (b) The Vendor invoice submitted to the Housing Provider will typically contain the following (but not limited to):
- (i) Document labelled as "Invoice"
 - (ii) Contact info of Vendor
 - (iii) Contact info for the Housing Provider which received the Goods and/or Services
 - (iv) Transaction date
 - (v) Itemized list and description of Goods and/or Services and related unit quantity provided to the Housing Provider
 - (vi) Breakdown of total amount owed by the Housing Provider

6. CLAIM / REQUEST FOR PAYMENT

A claim for payment from the Housing Provider will require a Housing Provider invoice (as ascribed in Schedule "B" 5 (a)) submission to the Service Manager identifying:

- (a) The amount being requested by the Housing Provider (net of HST)
- (b) The time period in which the Housing Provider is requesting expenditure reimbursement
- (c) Copies of invoices received by the Housing Provider from the vendor for the "Work" completed
- (d) Any other information that the Service Manager requests in order to process the Housing Provider's Claim / Request for Payment

7. HOLDBACK

The Service Manager reserves the right to holdback a portion of Funds for situations such as but not limited to:

- (a) If the Service Manager is not satisfied that the Work has been completed to an acceptable standard as determined by the Service Manager
- (b) The Housing Provider has not provided the required reports in the form and detail required or acceptable to the Service Manager

8. REPORTS

The Housing Provider shall submit to the Service Manager (typically at a quarterly basis or as requested) such information as requested by the Service Manager such as but not limited to:

- (a) Status of Work during its repair, retrofit and/or regeneration activities
- (b) Estimated completion date
- (c) Expenditures of the Work completed to date (typically on a quarterly basis)
- (d) Expenditure forecast for the remaining Work
- (e) Depth of Affordability along with Attestation
- (f) Any other report requested by the Service Manager to complete the Service Manager's Provincial reporting requirements for the Program

SCHEDULE "C" - Bid/Quote Summary Form
 <<Project Name>>
 <<Housing Provider name, Site name (if different)>>
 <<Site Address>>

Introduction: <<Housing Provider>> requested quotes from <<number of contractors>> contractors for the work outlined above. The contractors included; <<name contractors>>. From these contractors, <<name of contractor(s)>> did not submit a quote. <<if applicable>>

Scope of Work: The contractors were approached to complete <<write a description of the work to be completed under the project, attach any documents that were distributed>>.

Summary of Bids

We have summarized the quotes received for the project. Please find the quotes attached to this.

Contractor (list alphabetically)	Quote (example)
Contractor A	\$10,000
Contractor B	\$11,000
Contractor C	\$12,000

The Board of Directors agrees that all contractors have submitted a quote by the requested deadline and have based their quotes on the same scope of work and component materials. The Board of Directors declares that there is no conflict of interest with any of the contractors listed above.

At a Board meeting, dated <<insert date>>, the Board of Directors reviewed the quotes and has selected <<contractor name>> to complete the work. This decision was based on the following:

- <<insert explanation – samples below>>
- Competitive bid
- The Board of Directors has working knowledge of this contractor
- Follow-up with references had a positive outcome

<<Contractor's name>> has committed to a start date of <<insert date>>, weather permitting <<if applicable>>

<<Housing Provider Name>>
 <<date>>, <<signature>>, <<singed by, position>>

APPROVED BY THE _____ ON _____

BY: _____ SIGNATURE: _____

Bill No. 102
2018

By-law No. C.P.-1284(__)-_____

A by-law to amend the Official Plan for the City of London, 1989 relating to 2150 Oxford Street East

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

1. Amendment No. _____ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT NO. _____
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy in Section 10.1.3 of the Official Plan for the City of London to allow Office uses at a maximum gross floor area of 2,200m².

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 2150 Oxford Street East in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with Provincial Policy Statement 2014 and Policies for Specific Areas of the Official Plan. The use of Policies for Specific Areas will maintain the existing designation, which is in keeping with the Place Type identified through the London Plan, while facilitating a use to help enhance a gateway to the City while providing for flexibility for the site to adjust to market demands.

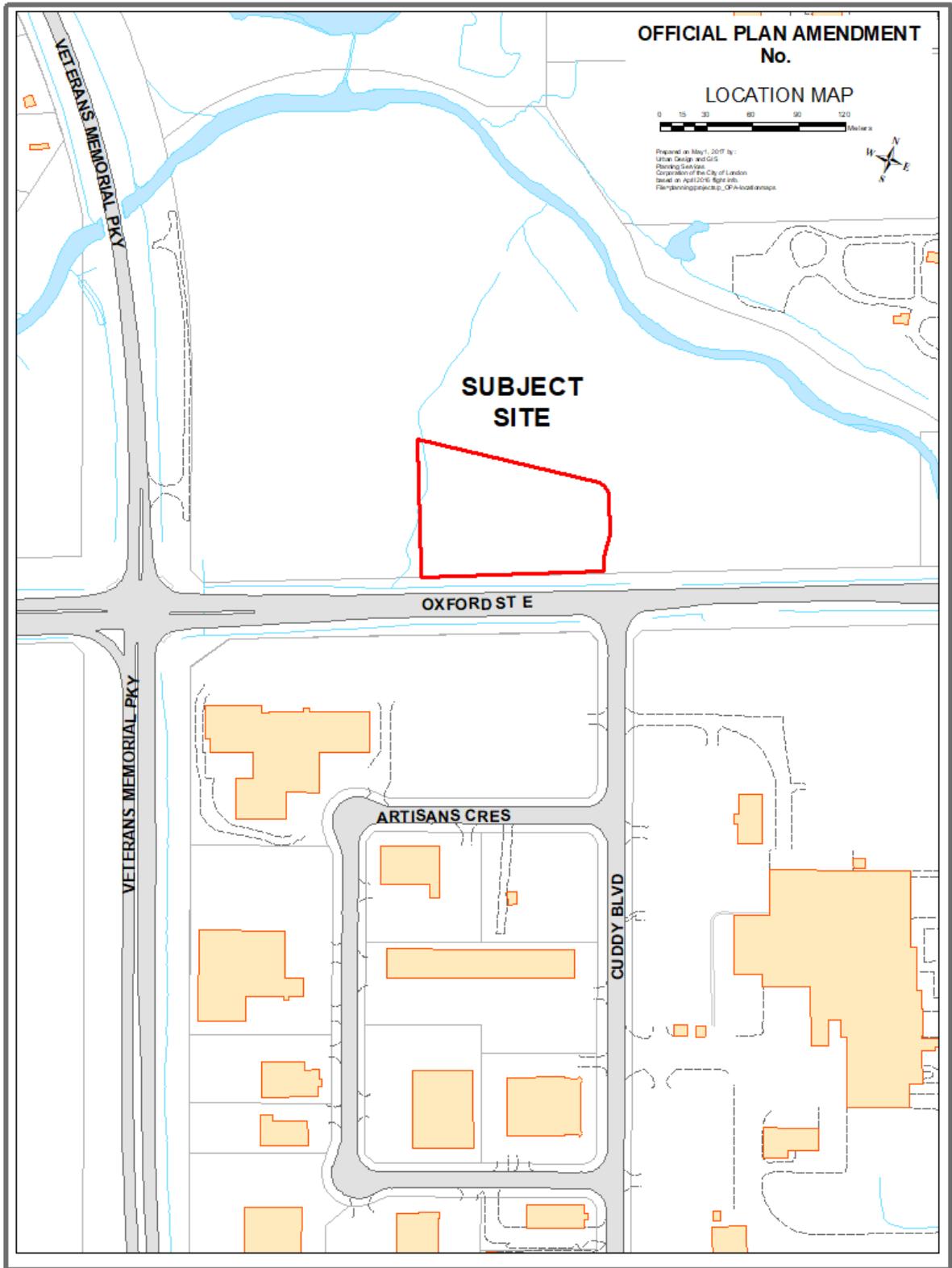
D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Section 10.1.3 – Policies for Specific Areas of the Official Plan for the City of London is amended by adding the following:

“2150 Oxford Street East

In the Light Industrial designation at 2150 Oxford Street East, in addition to the uses permitted in the Light Industrial Designation, Offices will be permitted in Phase 2 of the development up to a maximum gross floor area of 2,200m² (23,680.6sq.ft.)”



Bill No. 103
2018

By-law No. E.- _____

A by-law to establish the 2018 Municipal Election Compliance Audit Committee in accordance with Section 88.37 of the *Municipal Elections Act, 1996*, as amended.

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

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

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

AND WHEREAS section 88.37 of the *Municipal Elections Act, 1996*, as amended, requires council to establish a compliance audit committee;

AND WHEREAS this by-law and the Terms of Reference attached hereto as "Schedule 1" comply with Section 270 of the *Municipal Act, 2001*, as amended, and Council Policy By-law No. A.-6151-17, with respect to the manner in which the municipality will try to ensure that it is accountable to the public for its actions and the manner in which the municipality will try to ensure that its actions are transparent to the public;

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

1. The attached Terms of Reference ("Schedule 1") to establish the 2018 Municipal Election Compliance Audit Committee be adopted.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

“Schedule 1”

TERMS OF REFERENCE

2018 MUNICIPAL ELECTION COMPLIANCE AUDIT COMMITTEE

Name

The name of the Committee is the “2018 Municipal Election Compliance Audit Committee”.

Term of the Committee

The term of the Committee shall be from December 1, 2018 to November 15, 2022.

Meetings

The Committee will meet as needed, with meetings to be scheduled by the City Clerk or their designate when a compliance audit application is received.

Mandate

The Committee is required to act in accordance with the powers and obligations set out in the *Municipal Elections Act, 1996*, as amended (*MEA*). The Committee will be required to:

- consider a compliance audit application received from an elector that a candidate or a registered third party has contravened provisions of the *MEA* relating to election campaign finances and determine whether it should be granted or rejected;
- if the application is granted, the committee shall appoint an auditor to conduct a compliance audit;
- receive the auditor’s report;
- consider the auditor’s report and if the report concludes that the candidate or registered third party appear to have contravened a provision of the *MEA* relating to election campaign finances, the committee may commence legal proceedings against the candidate or third party for the apparent contravention; and,
- consider the report(s) of the clerk identifying each contributor to a candidate for office on a council or a registered third party who appears to have contravened any of the contribution limits under section 88.9 or 88.13 of the *MEA* and decide whether to commence a legal proceeding against a contributor for an apparent contravention.

Composition

The Committee will be composed of three (3) members, with membership drawn from the following stakeholder groups:

- a) accounting and audit – accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates;
- b) academic – college or university professors with expertise in political science or local government administration;
- c) legal profession with experience in municipal law, municipal election law or administrative law;
- d) professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and,
- e) other individuals with knowledge of the campaign financing rules of the *Municipal Elections Act, 1996*, as amended.

Members of Council, employees or officers of the municipality or local board, any persons who are registered third parties in the municipality in the election for which the committee is established or any persons who are candidates in the election for which the Committee is established are not eligible to be appointed to the Committee, pursuant to clause 88.37(2) of the *Municipal Elections Act, 1996*, as amended.

Further, an individual shall be deemed ineligible to be a member of the Committee if they prepare the financial statements of any candidate running for office on Municipal Council during the term for which the Committee has been established.

Appointment Process

All applicants will be required to submit a summary outlining their qualifications and experience. A Nomination Committee consisting of the Managing Director, Corporate Services and Chief Financial Officer/City Treasurer, the City Clerk and the Deputy City Clerk will submit a short list of candidates to Council through the Corporate Services Committee. Any vacancies which arise after December 1, 2018 shall be nominated by the Nomination Committee to Council, through the Corporate Services Committee.

Members will be selected on the basis of the following:

- a) demonstrated knowledge and understanding of municipal election campaign financing rules and knowledge of the MEA and related regulations;
- b) proven analytical and decision-making skills;
- c) experience working on a committee, administrative tribunal, task force or similar setting;
- d) availability and willingness to attend meetings; and,
- e) excellent oral and written communication skills;

Members will be appointed by Municipal Council.

Compensation

Members shall receive an honorarium of \$100.00 per meeting, to be funded from the Election Reserve. Administrative costs for such items as printing and mailing will be absorbed within the City Clerk's Operating Budget.

Staff Support

The City Clerk shall establish administrative practices and procedures for the Committee and shall carry out any other duties required under this *Act* to implement the Committee's decisions.

Funding

Costs related to the retention of an auditor will be funded from the Election Reserve.

Costs incurred as a result of a decision of the Committee being challenged to the Superior Court of Justice shall be funded from the Election Reserve.

Bill No. 104
2018

By-law No. E.-_____

A by-law to approve the appointments to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election in accordance with Sections 88.37 of the *Municipal Elections Act, 1996*, as amended.

WHEREAS section 88.37 of the *Municipal Elections Act, 1996*, as amended, requires Council to establish a Compliance Audit Committee;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to appoint Dan Ross, Andrew Wright and Christene Scrimgeour to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election;

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

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

1. Dan Ross, Andrew Wright and Christene Scrimgeour be hereby appointed to the Municipal Election Compliance Audit Committee for the 2018 Municipal Election for the term commencing December 1, 2018 and ending November 15, 2022.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

Bill No. 105
2018

By-law No. S.- _____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Pond Mills Road, north and south of The Kings Highway 401)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Pond Mills Road, north and south of The Kings Highway 401, namely:

“Part of Lot 19 in Concession 2, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 17 on Reference Plan 33R-19781.

And

Part of Block “C” on Registered Plan M-18 in the City of London, designated as Parts 8 and 9 on Reference Plan 33R-19781.”

2. This by-law comes into force and effect on the day it is passed.

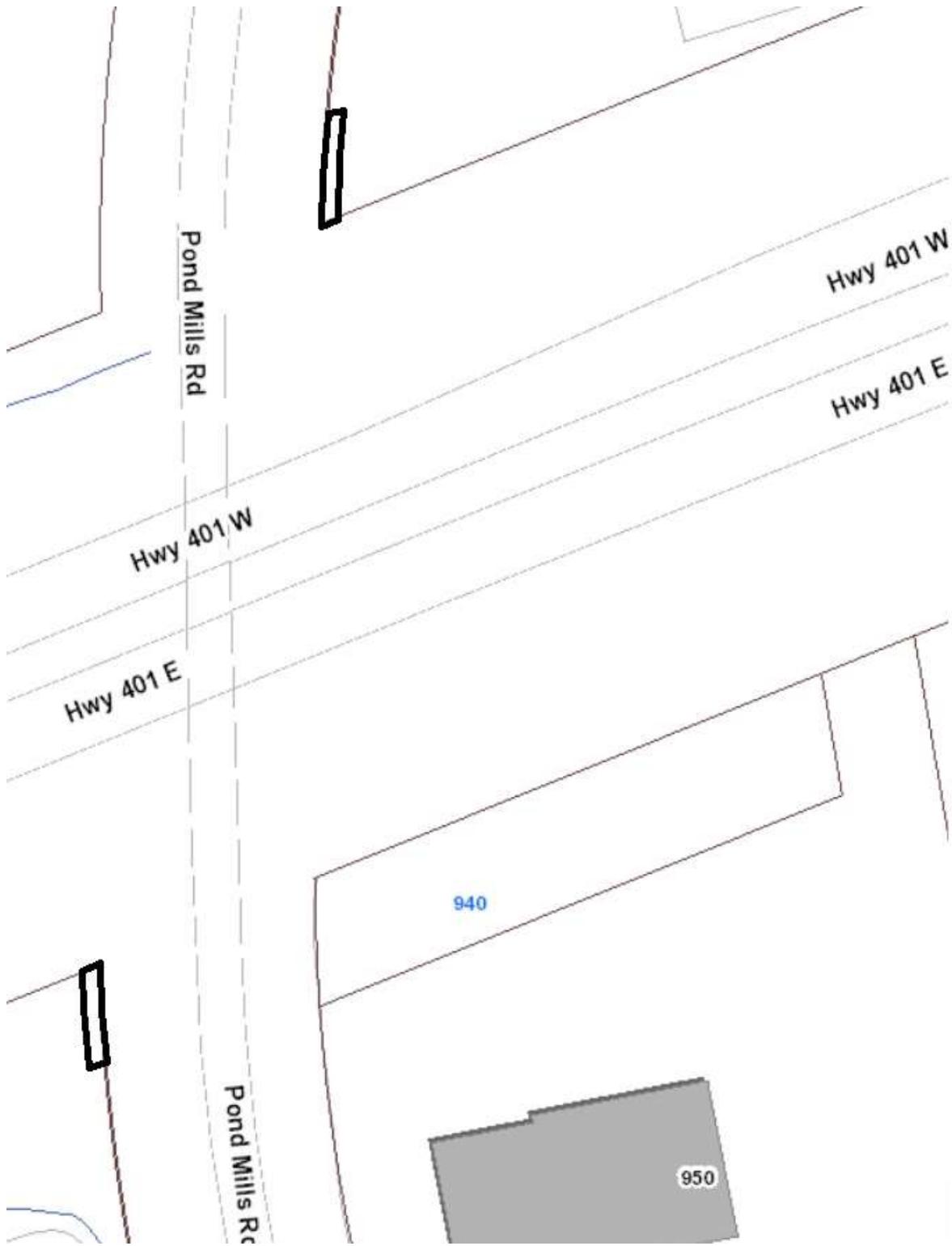
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

LOCATION MAP



 SUBJECT LANDS

Bill No. 106
2018

By-law No. S.- _____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sunningdale Road East, west of Canvas Way)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Sunningdale Road East, west of Canvas Way, namely:

“Part of Lot 14 in Concession 6, in the geographic Township of London, now in the City of London and County of Middlesex designated as Parts 3, 6 and 8 on Reference Plan 33R-18069.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

LOCATION MAP



Bill No. 107
2018

By-law No. S.- _____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Commissioners Road East west of Wellington Road)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Commissioners Road East west of Wellington Road, namely:

“Part of Lot 25 in Concession 1 in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-19427.

and

Part of Lot 25 in Concession 1 in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-19428.

and

Part of Lots 11, 12 and 13 on Registered Plan 652 in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-19428.”

2. This by-law comes into force and effect on the day it is passed.

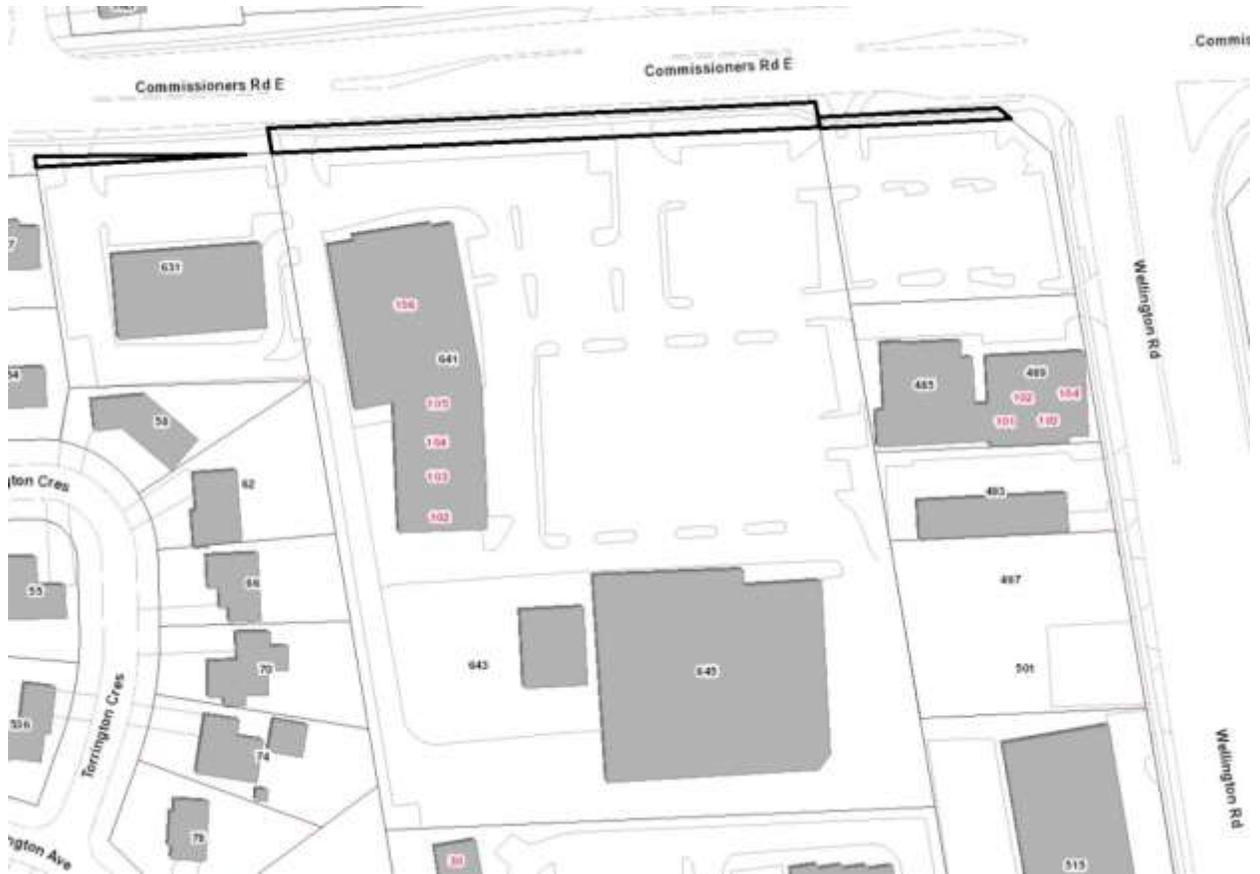
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

LOCATION MAP



 SUBJECT LANDS

Bill No. 108
2018

By-law No. S.A.S.-_____

A By-law to impose special charges on certain lots for the construction of a sanitary sewer, storm sewer and water main on Perkins Road pursuant to section 30 of Ontario Regulation 586/06 made under the *Municipal Act, 2001*, S.O. 2001, c.25;

WHEREAS certain works have been undertaken as a local improvement pursuant to By-law No. S.A.S.-276-268 passed under section 5 of Ontario Regulation 586/06 made under the *Municipal Act, 2001*, (the "Regulation");

AND WHEREAS the City Treasurer has certified the Local Improvement Roll pursuant to section 21 of the Regulation;

AND WHEREAS The Corporation of the City of London is required to pass a special charges by-law pursuant to section 30 of the Regulation;

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

1. The amount specially charged on each lot as set out in the Local Improvement Roll attached as "Schedule A" is sufficient to raise that lot's share of the cost by 10 annual payments.
2. A special charge shall be imposed in each year on each lot equal to the amount of the payment in that year.
3. The City Treasurer may allow two or more annual payments with respect to a lot to be commuted for a single payment equal to the present value of the annual payments.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

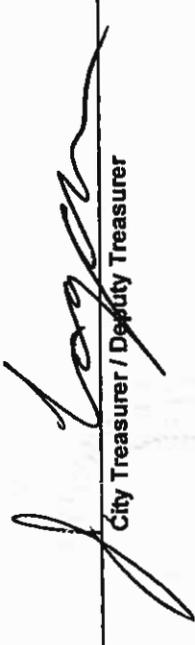
**LOCAL
IMPROVEMENT ROLL**

CERTIFICATE

Section 21, Ontario Regulation 586/06,
Local Improvement Charges - Priority Lien Status,
made under the Municipal Act, 2001

I, hereby certify the attached Local Improvement Roll pursuant to Section 21 of
Ontario Regulation 586/06, Local Improvement Charges - Priority Lien Status, made
under the Municipal Act, 2001

Dated at London Ontario this 21st day of February, 2018



City Treasurer / Deputy Treasurer

LOCAL IMPROVEMENT

By-law Number S.A.S.-276-268

SANTARY SEWER, STORM SEWER & WATERMAIN

PERKINS RD

APPROXIMATELY 180M OF WATERMAIN AND 180M OF SANTARY SEWER

FILE NUMBER: SAS0012015
LOCAL ID: 21368

CASH PAYMENTS GL: ES2442-14.900000.95550
TAX ROLL RECOVERY GL: ES2300.900000.95561

_____	_____	\$	_____
②	_____	Per M =	_____
_____	_____		\$0.00
_____	_____		\$74,053.02

Construction Costs	\$251,038.07
Subs or Credits	\$74,053.02
Total	\$186,985.05

Property Owners Proportion

Number of metres of frontage to be specially charged	453.407	Special charge per metre of frontage which each lot is to be charged	\$412.40	Per M =	\$186,985.05
_____	②	_____	_____	Per M =	_____
_____	②	_____	_____	Per M =	\$0.00
P.D.C.'s	②	_____	_____	Per M =	\$186,985.05
Less Amount Paid in Cash	_____	_____	_____	_____	\$0.00
Total	_____	_____	_____	_____	\$186,985.05

Total cost distributed among all property owners

The annual payment for the work is due on _____
 The total one time payment for the work is due on _____
 and payable each year for a period of 10 years, commencing in 2018 up to and including 2027
 The estimated lifetime of the work is 21 years

Debtature for	10 Years From	JANUARY 01, 2018 TO DECEMBER 31, 2027	11.6930000 Per Cent
Interest	2.950000 Per Cent	Principal	8.743000 Per Cent
_____	\$2,184.66	_____	\$6,474.48
City Annual Interest	_____	City Annual Principal	_____
Property Owner Interest	\$5,516.06	Property Owner Principal	\$16,348.10
_____	\$7,700.62	_____	\$22,822.58
_____	_____	City Annual Principal	\$8,659.02
_____	_____	Property Owner Principal	\$21,864.16
_____	_____	*** TOTAL ***	\$30,523.18
_____	_____	Less Annual Cash Payments	\$21,864.16
_____	_____	Revised Total	\$8,659.02

LOCAL IMPROVEMENT ROLL FRONTAGE SHEET - By-law Number S.A.S.-276-268

Wednesday February 21, 2018 9:2:39

ROLL NUMBER	OWNER'S NAME AND	MUNICIPAL ADDRESS AND LEGAL DESCRIPTION	T Y P E	FRONTAGE AND/OR FLANKAGE	EXEMPTION	NUMBER OF METRES OF FRONTAGE TO BE SPECIALLY CHARGED	ASSESSMENT	ANNUAL PAYMENT TO BE ADDED TO THE TAX ROLL	COMMUTED	LUMP SUM PAYMENT
080 051 113 00 0000	LINK + PROPERTIES INC	4151 PERKINS RD PLAN M-177 LOT 12-1 180.14X218.84X226X193.57 REG 36433.96SF 158.10FR 228.00D	01	58.413	58.413	0.000		\$0.00	Y	\$0.00
080 051 114 00 0000	LINSEY HOLDINGS LTD	4169 PERKINS RD PLAN M-177 LOT 11-1 188.65X228.72X228.66X188.85 REG 0.96AC 188.55FR D	01	57.501	3.927	53.574	441,000	\$2,583.44	N	\$22,083.92
080 051 115 00 0000	TEVES ANTONIO RAPOSO TEVES GORETE 900 OSGOODE DR LONDON ON N6E 1C7	4191 PERKINS RD PLAN M-177 LOT 10-1 185.02X291.97X228.72X198.64 REG 1.11AC 185.02FR D	01	56.394	3.852	52.542	359,000	\$2,533.68	N	\$21,668.32
080 051 116 00 0000	WESTMOUNT DISTRIBUTORS INC	4205 PERKINS RD PLAN M-177 LOT 9-1 87.79X230.39X281.88X188.85 ON CUR 2.58AC 87.79FR D	01	136.677	9.266	128.411	1,102,000	\$6,056.78	N	\$52,131.90
080 051 117 00 0000	LONDON CITY PO BOX 5035 STN B LONDON ON N6A 4L9	0 PERKINS RD PLAN M177 BLOCKS 31 & 32 0.34AC 68.70FR D	01	20.940	20.940	0.000	9,600	\$0.00	Y	\$0.00
080 051 119 00 0000	TRKV HOLDINGS LTD R C T DEVELOPMENTS LTD 4192 PERKINS RD UNIT 1 LONDON ON N6L 1C2	4208 PERKINS RD PLAN M177 LOT 8 3.25AC 90.71FR	01	134.828	9.208	125.618	504,176	\$6,057.54	N	\$51,904.88
080 051 120 00 0000	TEVES JOSE RAPOSO TEVES MARIA ROSA 4192 PERKINS ROAD LONDON ON N6L 1C2	4192 PERKINS RD PLAN M-177 LOT 7-1 171.41X403.95X398.68X165.49 REG 1.54AC 171.41FR D	01	52.246	3.568	48.678	498,000	\$2,347.35	N	\$20,074.81
080 051 121 00 0000	LONGPINE (LONDON) INC C/O 111 ORTONA CRT CONCORD ON L4K 3M3	4170 PERKINS RD PLAN M-177 LOT 6-1 1.49AC 164.04FR D	01	49.999	3.415	48.584	620,000	\$2,246.37	N	\$19,211.24

LOCAL IMPROVEMENT ROLL FRONTAGE SHEET - By-law Number S.A.S.-276-268

ROLL NUMBER	OWNER'S NAME AND ADDRESS	MUNICIPAL ADDRESS AND LEGAL DESCRIPTION	TYP E	FRONTAGE AND/OR FLANKAGE	EXEMPTION	NUMBER OF METRES OF FRONTAGE TO BE SPECIALLY CHARGED	ASSESSMENT	ANNUAL PAYMENT TO BE ADDED TO THE TAX ROLL	COMMITTED	LUMP SUM PAYMENT
080 051 122 00 0000	LINSEY HOLDINGS LTD 4045 BLAKIE RD LONDON ON N6L 1R5	4045 BLAKIE RD PLAN M-177 LOT 5-1 CORNER 2.00AC 219.74FR D	01	66.977	66.977	0.000	1,265,500	\$0.00	Y	\$0.00
... TOTAL ...										
								\$21,864.18		\$186,965.05

Bill No. 109
2018

By-law No. S.A.S.-_____

A By-law to impose special charges on certain lots for the construction of a sanitary sewer, storm sewer and water main on Eastgate Crescent pursuant to section 30 of Ontario Regulation 586/06 made under the *Municipal Act, 2001*, S.O. 2001, c.25;

WHEREAS certain works have been undertaken as a local improvement pursuant to By-law No. S.A.S.-277-269 passed under section 5 of Ontario Regulation 586/06 made under the *Municipal Act, 2001*, (the "Regulation");

AND WHEREAS the City Treasurer has certified the Local Improvement Roll pursuant to section 21 of the Regulation;

AND WHEREAS The Corporation of the City of London is required to pass a special charges by-law pursuant to section 30 of the Regulation;

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

1. The amount specially charged on each lot as set out in the Local Improvement Roll attached as Schedule "A" is sufficient to raise that lot's share of the cost by 10 annual payments.
2. A special charge shall be imposed in each year on each lot equal to the amount of the payment in that year.
3. The City Treasurer may allow two or more annual payments with respect to a lot to be commuted for a single payment equal to the present value of the annual payments.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

**LOCAL
IMPROVEMENT ROLL**

CERTIFICATE

Section 21, Ontario Regulation 586/06,
Local Improvement Charges - Priority Lien Status,
made under the Municipal Act, 2001

I, hereby certify the attached Local Improvement Roll pursuant to Section 21 of
Ontario Regulation 586/06, Local Improvement Charges - Priority Lien Status, made
under the Municipal Act, 2001

Dated at London Ontario this 21st day of February, 2018



City Treasurer/Deputy Treasurer

LOCAL IMPROVEMENT

By-law Number S.A.S.-277-269

SANITARY SEWER, STORM SEWER & WATERMAIN

EASTGATE CRES

APPROXIMATELY 300M OF WATERMAIN AND 200M OF SANITARY SEWER

FILE NUMBER: SAS0022015
LOCAL ID: 21368

CASH PAYMENTS GL: ES2442-14.900000.95550
TAX ROLL RECOVERY GL: ES2300.900000.95561

	City Proportion	
\$		
⊖	Per M =	
		\$0.00
		\$251,747.38
		\$166,500.49

Construction Costs	\$418,247.87
Subs or Credits	\$251,747.38
Total	\$166,500.49

Property Owners Proportion

Number of metres of frontage to be specialty charged	Special charge per metre of frontage which each lot is to be charged	Total cost distributed among all property owners
273.554	\$607.99	\$166,500.49
⊖	Per M =	
		\$0.00
P.D.C's	Per M =	\$166,500.49
	Less Amount Paid in Cash	\$0.00
	Total	\$166,500.49

The annual payment for the work is due on February 21, 2018
 The total one time payment for the work is due on February 21, 2018
 The estimated lifetime of the work is 21 years

Debtenture for		10 Years From	JANUARY 01, 2018 TO DECEMBER 31, 2027
Interest	2,950000	Per Cent	6.743000
	Principal	Per Cent	11.6830000
City Annual Interest	\$7,426.55	City Annual Principal	\$22,010.27
Property Owner Interest	\$4,911.78	Property Owner Principal	\$14,557.14
	\$12,338.31		\$36,567.41
		*** TOTAL ***	\$48,905.72
		Less Annual Cash Payments	\$19,468.92
		Revised Total	\$29,436.80

LOCAL IMPROVEMENT ROLL FRONTAGE SHEET - By-law Number S.A.S.-277-269

Wednesday February 21, 2018 8:56:21

Page 3

ROLL NUMBER	OWNER'S NAME AND ADDRESS	MUNICIPAL ADDRESS AND LEGAL DESCRIPTION	TYP E	FRONTAGE AND/OR FLANKAGE	EXEMPTION	NUMBER OF METRES OF FRONTAGE TO BE SPECIALLY CHARGED	ASSESSMENT	ANNUAL PAYMENT TO BE ADDED TO THE TAX ROLL	COMMITTED	LUMP SUM PAYMENT
080 050 089 00 0000	CAN-AM MACHINE & TOOL INC 4010 BRECK AVE LONDON ON N6L 1B4	4010 BRECK AVE PLAN M71 LOT 1 & PT LOT 2 RP 33R4695 PT PART 1 RP 33R12227 PARTS 62, 63 1.26AC 427.71FR D	01	61.376	61.376	0.000		\$0.00	Y	\$0.00
080 050 089 03 0000	ROBAR HOLDINGS INCORPORATED 4088 EASTGATE CRES LONDON ON N6L 1B2	4088 EASTGATE CRES PLAN M71 PT LOTS 2 & 3 RP 33R4695 PT PART 2 & RP 33R4681 PT PART 1 1.14AC 170.94FR D	01	52.103	8.589	43.514	452,750	\$3,093.51	N	\$25,456.08
080 050 089 07 0000	EASTGATE MEM INC 4070 EASTGATE CRES LONDON ON N6L 1B2	0 EASTGATE PLAN M71 PT LOT 3 RP 33R4681 PT PART 2 0.64AC 33.15FR D	01	20.242	3.337	16.905	75,750	\$1,201.82	N	\$10,276.07
080 050 089 09 0000	EASTGATE MEM INC 4070 EASTGATE CRES LONDON ON N6L 1B2	4070 EASTGATE CRES PLAN M71 PT LOT 4 1.38AC 50.43FR D	01	33.572	20.689	12.883	566,500	\$917.30	N	\$7,844.89
080 050 089 10 0000	508635 ONTARIO LIMITED 40 FOSTER AVE LONDON ON N6H 2K6	4084 EASTGATE CRES PLAN M71 LOT 5 REG 1.09AC 232.07FR D	01	70.735	11.660	59.075	374,000	\$4,186.78	N	\$35,917.01
080 050 089 15 0000	AVENT TECHNICAL GROUP LTD 7 SUFFIELD CRT LONDON ON N6P 1C3	4102 EASTGATE CRES PLAN M71 LOT 6 REG 1.10AC 240.00FR 200.000	01	73.152	12.058	61.094	410,000	\$4,343.31	N	\$37,144.54
080 050 089 18 0000	ROY'S DIESEL INJECTION SERVICE LIMITED 4134 EASTGATE CRES LONDON ON N6L 1B2	4134 EASTGATE PLAN M71 LOT 7 REG 0.90AC 205.27FR D	01	62.568	62.568	0.000	382,000	\$0.00	Y	\$0.00
080 050 089 21 0000	2078648 ONTARIO INC 4104 BRECK AVE LONDON ON N6L 1B5	0 EASTGATE PLAN M71 LOT 8 0.92AC 202.64FR D	01	62.376	62.376	0.000	98,750	\$0.00	Y	\$0.00

LOCAL IMPROVEMENT ROLL FRONTAGE SHEET - By-law Number S.A.S.-277-269

ROLL NUMBER	OWNER'S NAME AND ADDRESS	MUNICIPAL ADDRESS AND LEGAL DESCRIPTION	TYP E	FRONTAGE AND/OR FLANKAGE	EXEMPTION	NUMBER OF METRES OF FRONTAGE TO BE SPECIALLY CHARGED	ASSESSMENT	ANNUAL PAYMENT TO BE ADDED TO THE TAX ROLL	COMMITTED	LUMP SUM PAYMENT
060 050 069 24 0000	625013 ONTARIO LIMITED	0 EASTGATE	01	73.155	12.066	61.066	84,250	\$4,343.46	N	\$37,145.76
	C/O GERRY WARDLE 4048 EASTGATE CRES LONDON ON N6L 1B7	PLAN M71 LOT 9 1.05AC 240.01FR D								
060 050 069 27 0000	625013 ONTARIO LIMITED	4048 EASTGATE	02	122.731	103.464	19.267	563,500	\$1,388.74	N	\$11,714.14
	C/O GERRY WARDLE 4048 EASTGATE CRES LONDON ON N6L 1B7	PLAN M71 LOT 10 REG 0.98AC 181.27FR D								
080 050 069 30 0000	625013 ONTARIO LIMITED	4050 BRECK AVE	01	55.911	55.911	0.000	539,250	\$0.00	Y	\$0.00
	4048 EASTGATE CRES LONDON ON N6L 1B7	PLAN M71 LOT 11 0.97AC 183.43FR D								
... TOTAL ...							414,065	273,854	\$19,468.92	\$188,500.49

Bill No. 110
2018

By-law No. W.-5550()-___

A by-law to amend By-law No. W.-5550-67 entitled,
“A by-law to authorize the Western Road Widening
– Platts Lane to Oxford Street (Project No.
TS1489)”

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5550-67 passed on January 28, 2014, to authorize an increase in the net amount of monies to be debentured for the “Western Road Widening – Platts Lane to Oxford Street (Project No. TS1489)”;

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$555,792.00 from \$15,868,406.00 to \$16,424,198.00.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

Bill No. 111
2018

By-law No. W.-5584()-___

A by-law to amend By-law No. W.-5584-183 entitled, "A by-law to authorize the SWM Facility Dingman Creek North Lambeth No. P9. (Project No. ESSWM-DCNLP9)."

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5584-183 passed on May 26, 2015, to authorize an increase in the net amount of monies to be debentured for the "SWM Facility Dingman Creek North Lambeth No. P9. (Project No. ESSWM-DCNLP9).";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$2,076,927.00 from \$2,962,815.00 to \$5,039,742.00
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

Bill No. 112
2018

By-law No. W.-5588()-___

A by-law to amend By-law No. W.-5588-278 entitled, "A by-law to authorize the Wonderland Road South Two Lane Upgrade. (Project No. TS1487)"

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5588-278 passed on October 27, 2015, to authorize an increase in the net amount of monies to be debentured for the "Wonderland Road South Two Lane Upgrade. (Project No. TS1487)";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$1,255,478.00 from \$95,822.00 to \$1,351,300.00.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

Bill No. 113
2018

By-law No. Z.-1-18 _____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 905 Sarnia Road.

WHEREAS **905 Sarnia Inc.** has applied to remove the holding provisions from the zoning for the lands located at 905 Sarnia Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 905 Sarnia Road, as shown on the attached map, to remove the h. and h-100 holding provisions so that the zoning of the lands as a Residential R1 Special Provision (R1-3 (8)) Zone, a Holding Residential R1 Special Provision (h-82*R1-13 (3)) Zone, a Holding Residential R1 Special Provision (R1-3 (15)) Zone, and an Open Space (OS5) Zone
2. This By-law shall come into force and effect on the date of passage.

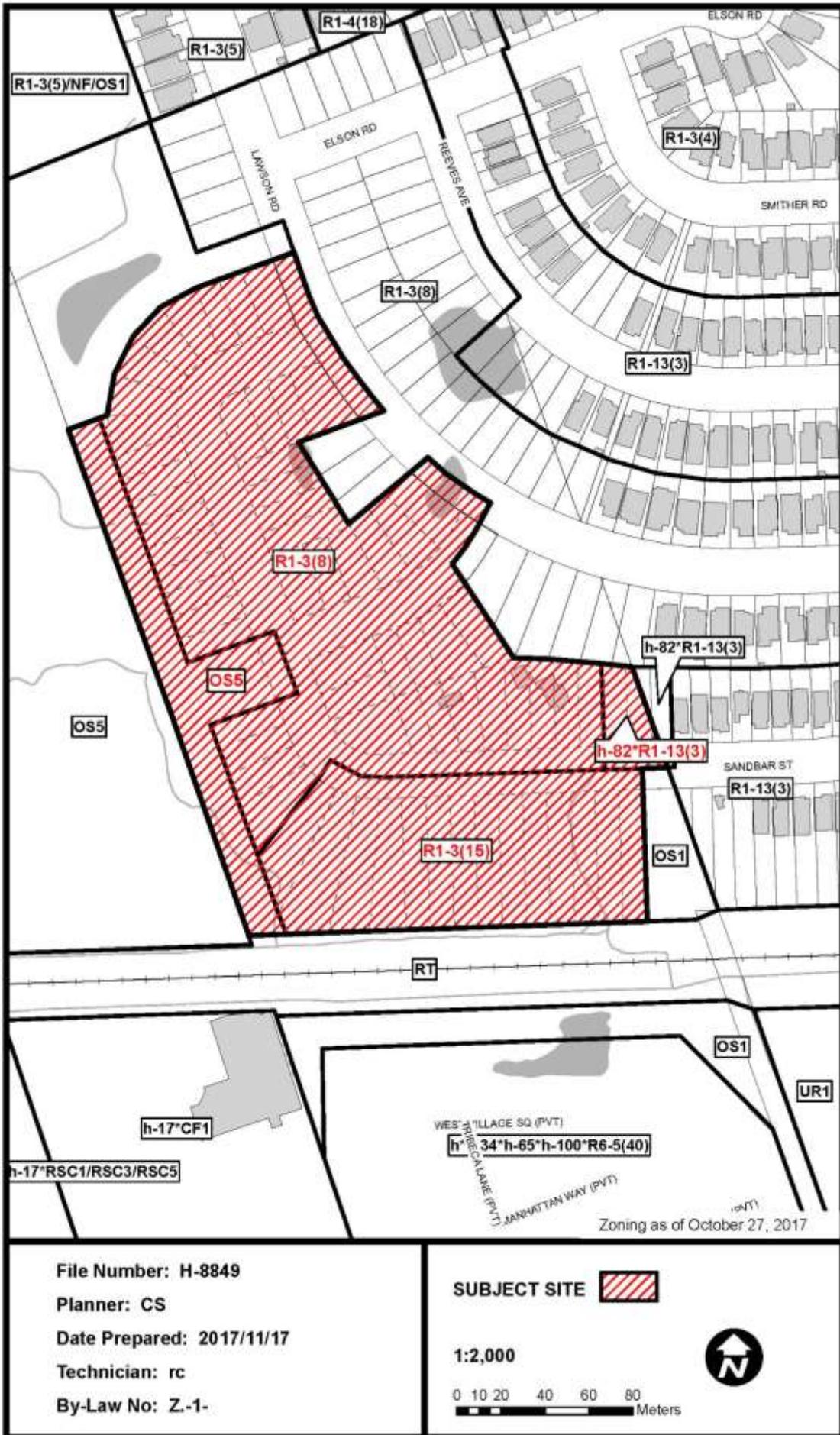
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading - March 6, 2018
Second Reading –March 6, 2018
Third Reading - March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



© 2017

Bill No. 114
2018

By-law No. Z.-1-18 _____

A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning on lands located at 810 Southdale Road East.

WHEREAS **Jipeng Zou and Junjun Chen** have applied to remove holding provision from the zoning on the lands located at 810 Southdale Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 810 Southdale Road East, as shown on the attached map to remove the "h-117" holding provision so that the zoning of the lands as a Convenience Commercial/Automobile Service Station (CC2/SS3(2)) comes into effect.
2. This By-law shall come into force and effect on the date of passage.

PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading - March 6, 2018
Second Reading –March 6, 2018
Third Reading - March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



File Number: H-8204
Planner: SM
Date Prepared: July 24, 2013
Technician: JTS
By-Law No: Z-1-

SUBJECT SITE 

1:2,500

0 12.525 50 75 100 Meters
 

Gesdata.com

Bill No.115
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 660 Sunningdale Road East.

WHEREAS **Extra Realty Limited** has applied to rezone an area of land located at 660 Sunningdale Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 660 Sunningdale Road East, as shown on the attached map comprising part of Key Map No. A102, **from** a Holding Residential R1 Special Provision (h•h-100•h-173•R1-5(11)) Zone, a Holding Residential R4 Special Provision (h•h-100•h-173•R4-2(1)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision (h•h-100•h-173•R5-2(15)/R6-4(16)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision (h•h-100•h-173•R5-2(16)/R6-4(17)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-4(16)/R6-5(36)/R8-4(25)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-4(17)/R6-5(34)/R8-4(26)) Zone, a Holding Residential R5 Special Provision/R6 Special Provision/R8 Special Provision (h•h-100•h-173•R5-6(9)/R6-5(38)/R8-4(27)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(7)•H18•D75) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(8)•H18•D75) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(9)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(10)) Zone, an Open Space (OS1) Zone, and an Open Space Special Provision (OS4(10)) Zone, **to** a Holding Residential R1 (h•h-100•h-173•R1-3) Zone, a Holding Residential R1 Special Provision (h•h-100•h-173)•R1-4(27)) Zone, a Holding Residential R1 Special Provision (h•h-100•h-173•R1-5(12)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(7)•H18•D75) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(8)•H18•D75) Zone, a Holding Business District Commercial Special Provision/Temporary (h•h-100•h-173•BDC2(9)•H18/T(____)) Zone, a Holding Business District Commercial Special Provision (h•h-100•h-173•BDC2(10)•H18) Zone, an Open Space (OS1) Zone, and an Open Space Special Provision (OS4(10)) Zone.

2. Section 5.4 of the Residential R1 Zone to By-law No. Z.-1 is amended by deleting the current special provision R1-5(12) and replacing it with the following new special provision:

"12) R1-5(12)

(a)	Regulations	
i)	Front Yard Setback, Main Dwelling (Minimum):	3 metres (9.8 feet)
ii)	Front Yard Depth for Garages (Minimum.):	5.5 metres (18.0 feet)
iii)	Interior Side Yard Depth (Minimum):	1.2 metres (3.9 feet), except where there is no attached garage, then 3.0 metres (9.8 feet) is required on one side.
iv)	Rear Yard Setback From High Pressure Pipeline (Minimum)"	13.8 metres (45.3 feet)

3. Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by deleting the current special provision BDC2(7) and replacing it with the following new special provision:

“7) BDC2(7)

(a) Prohibited Uses

- i) Dwelling Units on the ground floor

(b) Regulations

- i) Front & Exterior Side Yard Setback

(Minimum):	2 metres (6.6 feet)
(Maximum):	4 metres (13.1 feet)

- ii) All commercial and office uses are required to be in conjunction with dwelling units on the second floor or above.

- iii) All uses permitted in the BDC2 Zone, except for Dwelling Units, shall be restricted to the ground floor, at a maximum gross leasable floor area of 500 m² (5,382 ft²).

- iv) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.

- v) Notwithstanding the provisions of Section 2 “LOT LINE, FRONT”, the frontage for this lot will be deemed to be along the primary collector.”

4. Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by deleting the current special provision BDC2(8) and replacing it with the following new special provision:

“8) BDC2(8)

(a) Prohibited Uses

- i) Dwelling Units on the ground floor

(b) Regulations for the existing buildings/barns as of the date of the passing of the by-law

- i) Front Yard Setback
(Minimum): 0 metres (0 feet)

- ii) Interior side yard
(Minimum) (south): 0 metres (0 feet)

- iii) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.

- iv) The maximum gross floor area for specific individual uses in the BDC2(8) Zone variation shall be restricted to the floor area of the existing structures/barns (Block 48) as it exists at the date of the passing of this by-law.

(c) Regulations for new buildings

- i) Front Yard Setback
(Minimum): 2 metres (6.6 feet)

- ii) The maximum gross leasable floor area for specific individual uses within new structures in the BDC2(8) Zone variation shall be restricted to 250 m² (2,691 ft²).

- iii) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.”

5. Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by deleting the current special provision BDC2(9) and replacing it with the following new special provision:

“9) BDC2(9)

(a) Permitted Uses:

- i) Any uses permitted in the BDC2 zone variations with the exception of Dwelling Units restricted to the rear portion of the ground floor or on the second floor or above with any or all of the other permitted uses in the front portion of the ground floor;
- ii) Apartment Buildings, within a mixed-use building restricted to the rear portion of the ground floor or on the second floor or above with any or all of the other permitted uses in the front portion of the ground floor fronting on the primary collector;

(b) Regulations

- i) Front & Exterior Side Yard Setback
(Minimum) 2 metres (6.6 feet)
(Maximum) 4 metres (13.1 feet)
- ii) Gross Leasable Floor Area
(Maximum) 3000 m² (32,292 ft²)
- iii) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.
- iv) Notwithstanding the provisions of Section 2 “LOT LINE, FRONT”, the frontage for this lot will be deemed to be along the primary collector.”

6. Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by deleting the current special provision BDC2(10) and replacing it with the following new special provision:

“10) BDC2(10)

(a) Prohibited Uses

- i) Dwelling Units on the ground floor

(b) Regulations

- i) Front & Exterior Side Yard Setback
(Minimum) 2 metres (6.6 feet)
(Maximum) 4 metres (13.1 feet)
- ii) Gross Leasable Floor Area
(Maximum) 1000 m² (10,764 ft²)
- iii) The primary entrance for individual commercial/retail/office tenants shall oriented to the primary collector.
- iv) Notwithstanding the provisions of Section 2 “LOT LINE, FRONT”, the frontage for this lot will be deemed to be along the primary collector.”

7. Section Number 50.2 (71) of the Temporary (T) zone is amended by adding the following:

“T-()

Lands located at 660 Sunningdale Road East, the existing single detached dwelling structure, as it exists at the date of the passing of this by-law, located on Block 46 in draft approved plan 39T-09501, as shown on Key Map No. A102, may be used for any of the uses permitted within the BDC2 Zone, for a temporary period not exceeding three (3) years from the date of the passing of this by-law beginning March 1, 2018.”

8. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

9. This By-law shall come into force and be deemed to come into force in accordance with subsection 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

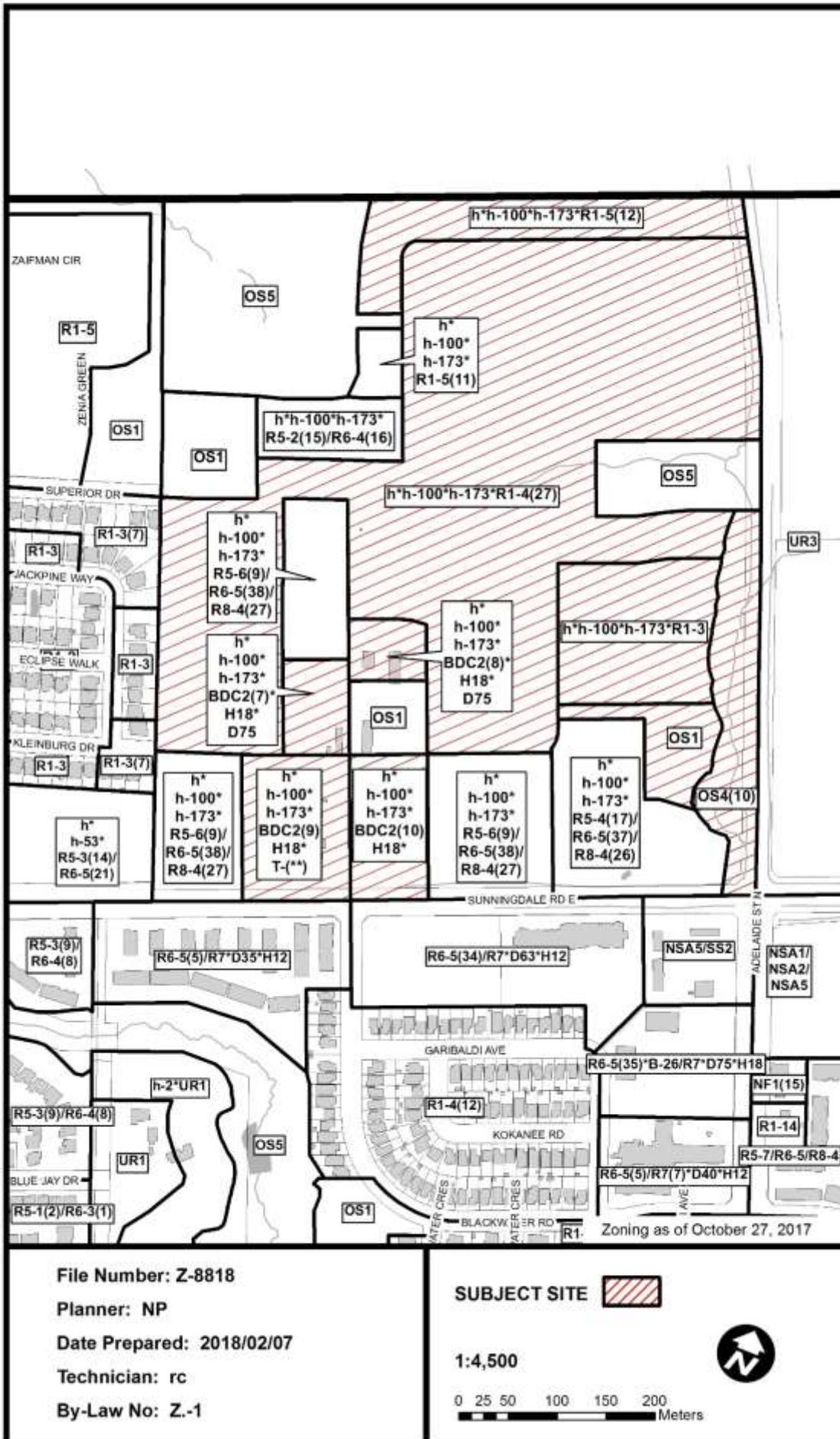
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading - March 6, 2018
Second Reading – March 6, 2018
Third Reading - March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Bill No. 116
2018

By-law No. Z.-1-18 _____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2150 Oxford Street East.

WHEREAS **Dancor Construction Limited** has applied to rezone an area of land located at 2150 Oxford Street East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number _____ this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to a portion of the lands located at 2150 Oxford Street East, as shown on the attached map comprising part of Key Map No. A104, **from** a Holding Light Industrial (h-199*h-200*L11/LI2/LI4/LI5) Zone **to** a Holding Light Industrial Special Provision (h-199*h-200*L11/LI2/LI4(____)/LI5) Zone.

2. Section Number 40.4 of the Light Industrial (LI4) Zone is amended by adding the following Special Provision:

- | | | |
|------------|--------------------------|--------------------------------------|
| "LI4(____) | 2150 Oxford Street East | |
| a) | Additional Permitted Use | |
| | i) Offices | |
| b) | Regulation[s] | |
| | i) Gross Floor Area | 2,200m ² (23,680.6sq.ft.) |
| | for Office uses | |
| | (maximum)" | |

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

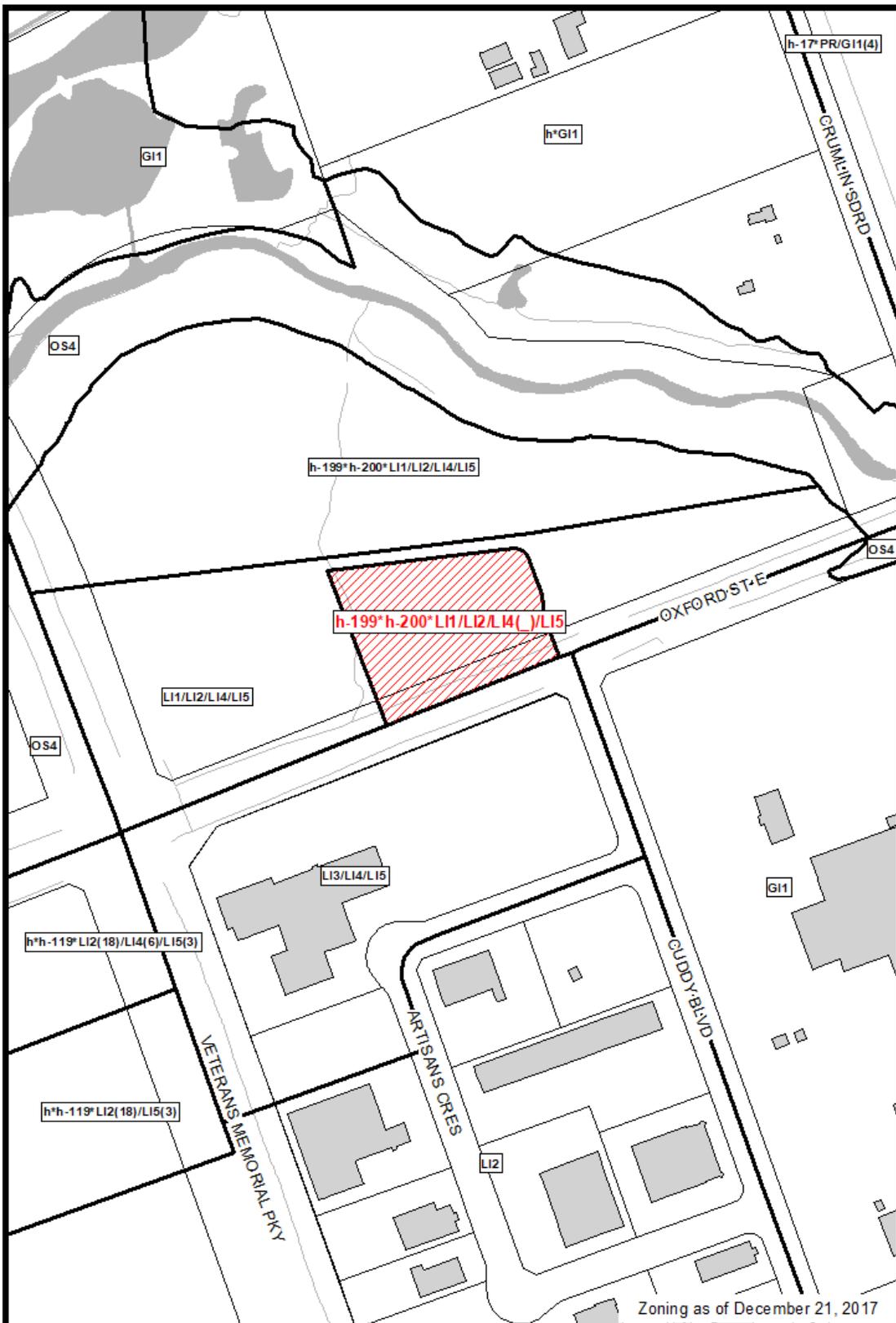
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of December 21, 2017

File Number: OZ-8851
 Planner: MC
 Date Prepared: 2018/01/22
 Technician: MB
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,000

0 15 30 60 90 120 Meters



GeoCadastral

Bill No. 117
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2081 Trafalgar Street.

WHEREAS **Nicholas Di Pardo** has applied to rezone an area of land located at 2081 Trafalgar Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1 Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2081 Trafalgar Street, as shown on the attached map comprising part of Key Map No. A109, **from** a Residential R1 (R1-1) Zone **to** a Residential R3 (R3-2) Zone and a Residential R3 Special Provision (R3-2(__)) Zone.

2. Section Number 7.4 of the Residential R3 (R3-2) Zone is amended by adding the following Special Provision:

"R3-2(__)

a) Regulations

i) For the purpose of this by-law the front lot line shall be deemed to be Trafalgar Street."

3. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

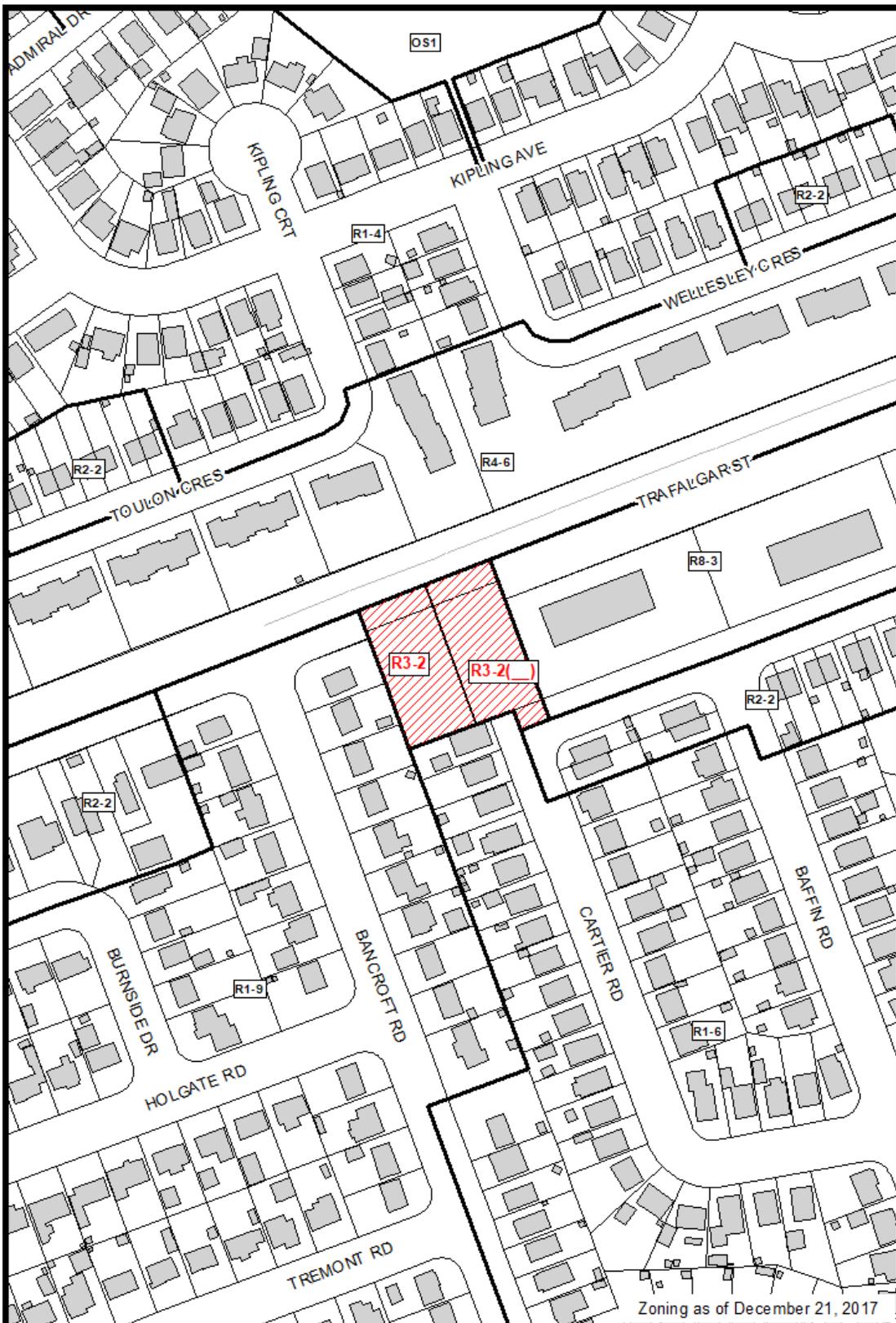
PASSED in Open Council on March 6, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading - March 6, 2018
Second Reading - March 6, 2018
Third Reading - March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of December 21, 2017

File Number: Z-8846

Planner: SW

Date Prepared: 2018/01/04

Technician: MB

By-Law No: Z.-1-

SUBJECT SITE 

1:2,000

0 10 20 40 60 80 Meters



GeoCadastral

Bill No. 118
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 255 South Carriage Road.

WHEREAS **Kenmore Homes (London) Ltd.** has applied to rezone an area of land located at 255 South Carriage Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 255 South Carriage Road, as shown on the attached map **from** a Residential R4 (R4-4) Zone **to** a Residential R4 Special Provision (R4-4(__)) Zone.

2. Section Number 8.4 of the Residential R4-4 Zone is amended by adding the following Special Provision:

"R4-4(__)
a) Regulation[s]

Lot Coverage 45%
Maximum"

3. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

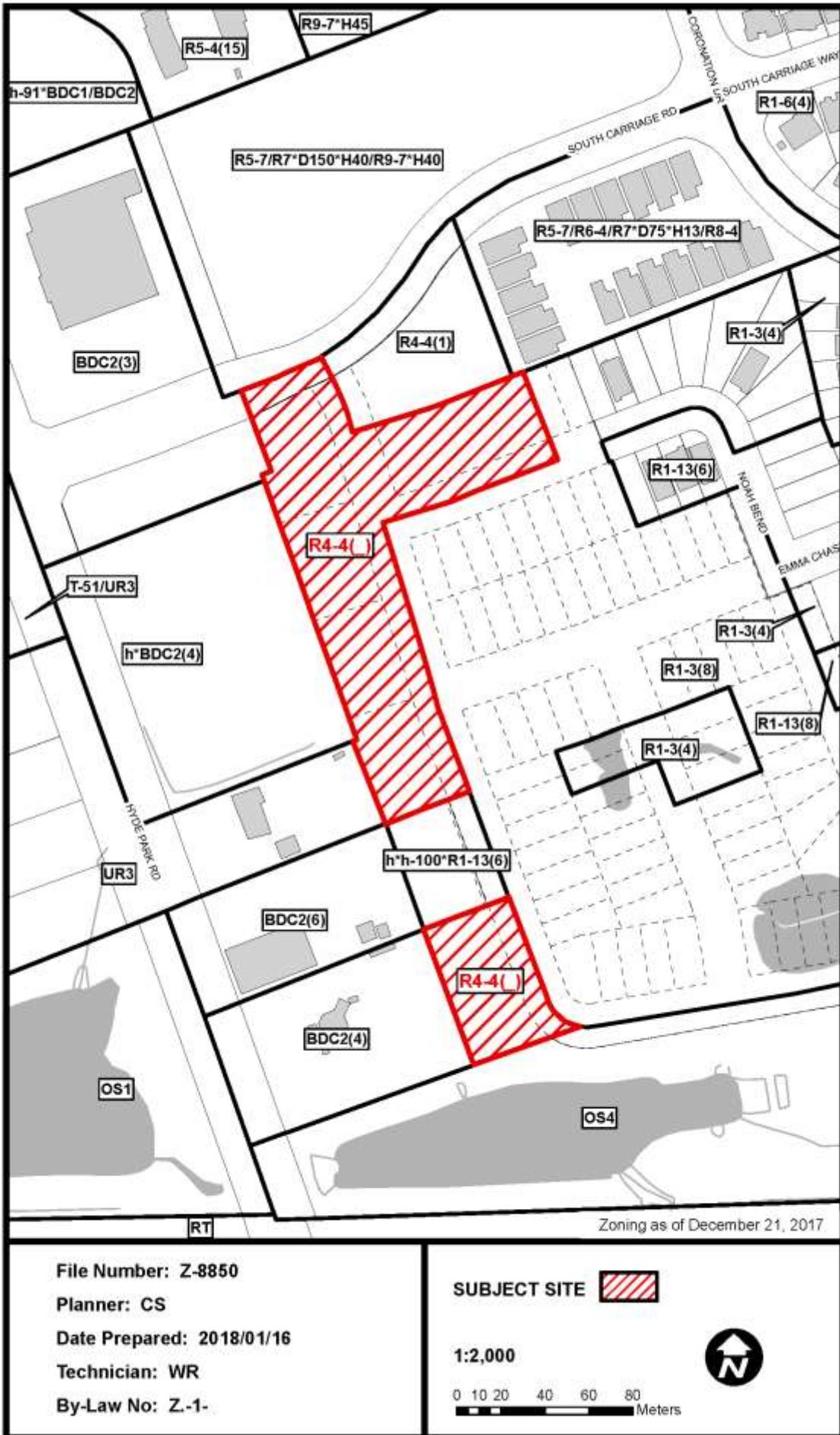
PASSED in Open Council on March 6, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-8850
 Planner: CS
 Date Prepared: 2018/01/16
 Technician: WR
 By-Law No: Z.-1-

SUBJECT SITE 
 1:2,000
 0 10 20 40 60 80 Meters


Bill No. 119
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 220 Adelaide Street South.

WHEREAS **2479429 Ontario Inc.** has applied to rezone an area of land located at 220 Adelaide Street South, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 220 Adelaide Street South, as shown on the attached map comprising part of Key Map No. A108, **from** a Light Industrial (LI1) Zone **to** a Light Industrial Special Provision (LI1(__)) Zone.

2. Section Number 40.4 a) of the Light Industrial (LI1) Zone is amended by adding the following Special Provision:

"LI1(__) 220 Adelaide Street south

a) Additional Permitted Use:

i) Commercial Recreation Establishment"

3. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

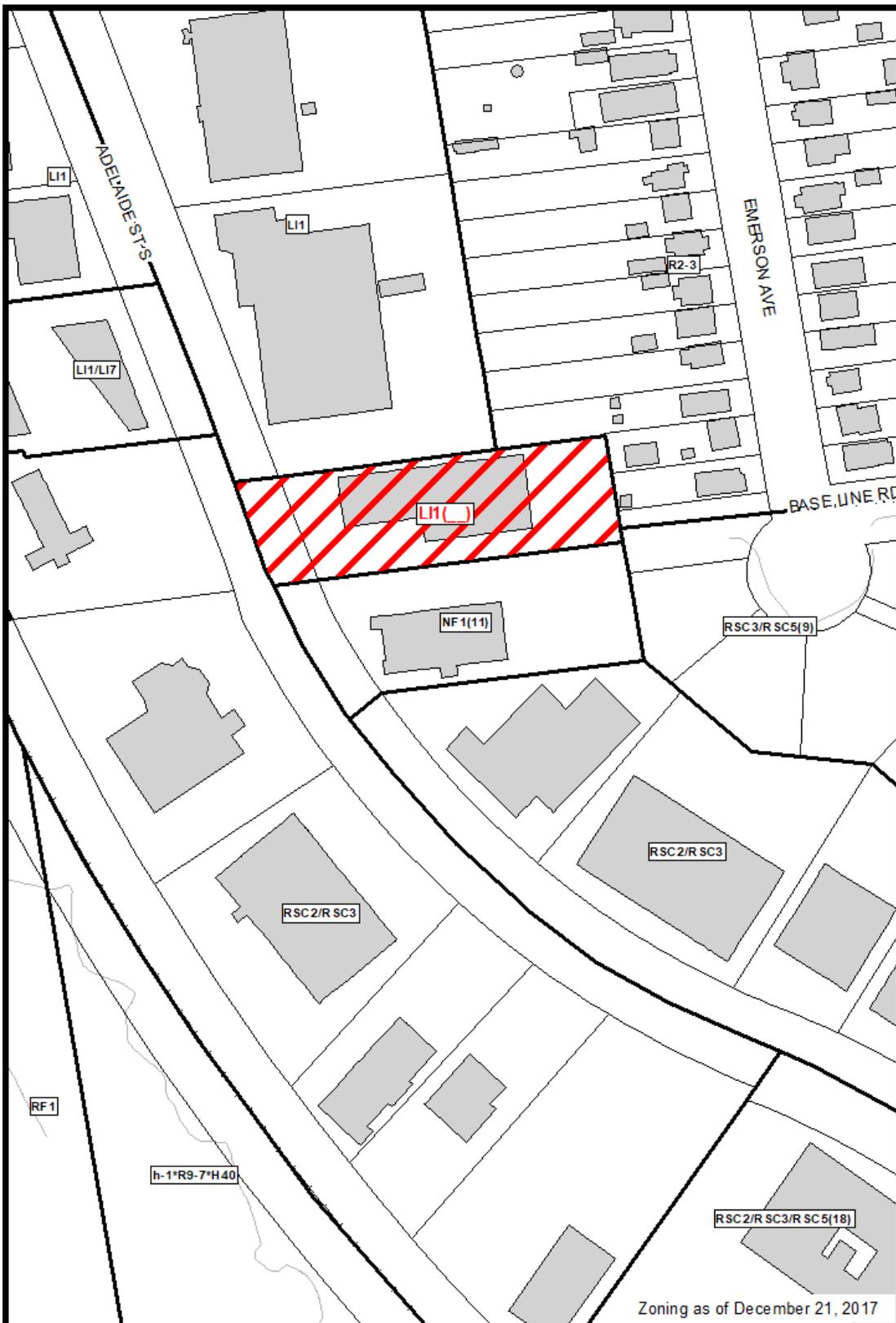
PASSED in Open Council on March 6, 2018.

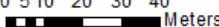
Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-8853 Planner: MK Date Prepared: 2018/01/11 Technician: MB By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40 Meters </p> 
--	---

GeoCadastral

Bill No. 120
2018

By-law No. Z.-1-18 _____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 644 and 646 Huron Street.

WHEREAS **Steven Pinhal** has applied to rezone an area of land located at 644 and 646 Huron Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 644 and 646 Huron Street, as shown on the attached map comprising part of Key Map No. A103, **from** a Restricted Office (RO1) Zone **to** a Holding Residential R9 Special Provision (h-5•R9-3()•H13) Zone.

2. Section Number 13.4 c) of the Residential R9 (R9-3) Zone is amended by adding the following Special Provision:

"R9-3() 644 and 646 Huron Street

- a) Regulations:
- | | | |
|------|---|---|
| i) | Front Yard Setback
(Minimum and Maximum) | 2 metres (6.5 feet) to a maximum of 4 metres (13.1 feet). |
| ii) | Interior Side Yard Setback
(Minimum) | 2 metres (6.5 feet) plus 1 additional metre for each storey above the third storey. |
| iii) | Height
(Maximum)" | 13 metres (42.6 feet). |

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

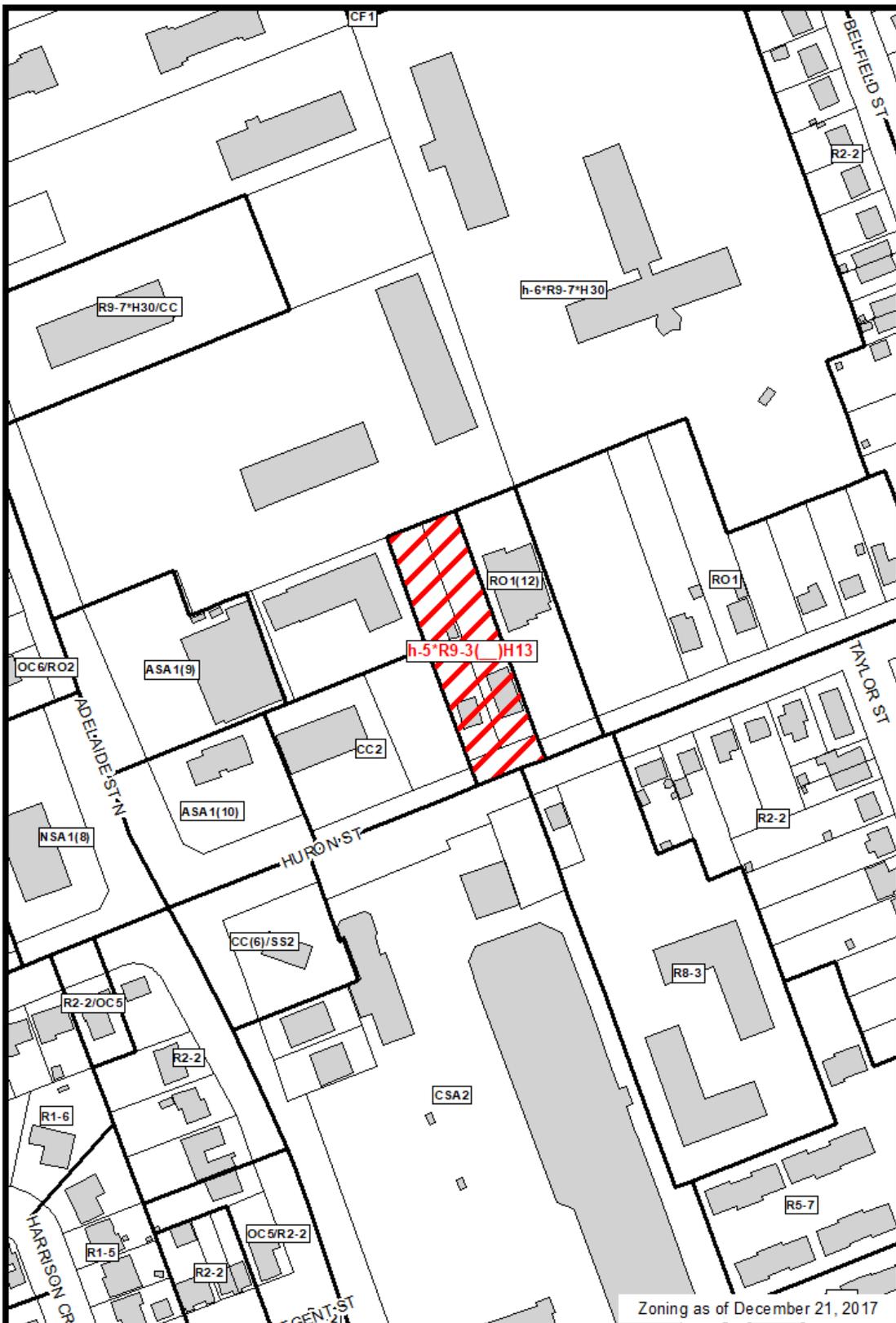
PASSED in Open Council on March 6, 2018.

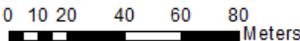
Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – March 6, 2018
Second Reading – March 6, 2018
Third Reading – March 6, 2018

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-8843 Planner: MK Date Prepared: 2018/01/12 Technician: MB By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p> Meters</p> <p></p>
--	--

GeoCadastral