

Agenda
Strategic Priorities and Policy Committee

13th Meeting of the Strategic Priorities and Policy Committee

May 6, 2019, 4:00 PM

Council Chambers

Members

Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier

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The Committee will recess at approximately 6:30 PM for dinner, as required.

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TO:	CHAIR AND MEMBERS STRATEGIC PRIORITIES AND POLICY COMMITTEE MEETING ON MAY 6, 2019
FROM:	MARTIN HAYWARD CITY MANAGER
SUBJECT:	TECHALLIANCE 2019-2023 GRANT

RECOMMENDATION

That, on the recommendation of the City Manager, the by-law attached as Appendix A, **BE INTRODUCED** at the Municipal Council meeting of May 21, 2019:

- (a) To approve a grant Agreement with the TechAlliance of Southwestern Ontario from 2019 to 2023; and
- (b) To authorize the Mayor and Clerk to sign the Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- None.

BACKGROUND

Purpose

The purpose of this report is to establish a formal Agreement between the City of London and TechAlliance of Southwestern Ontario. It is proposed that the term of this new Agreement commence on May 22, 2019 and end on December 31, 2023.

Background

TechAlliance of Southwestern Ontario (operating as TechAlliance), was formed in 2002 following the amalgamation of the London High Tech Association, London Venture Group (LVG), IT London Council, Life Sciences Council and Advanced Manufacturing Members. In 2011, TechAlliance formally became one of the 14 Regional Innovation Centres (RIC) in Ontario. As the RIC serving Southwestern Ontario, TechAlliance offers services to help start, grow, and connect companies in many industries including digital media, life sciences, advanced manufacturing and clean technology. These services include access to expertise, seed funding, educational programs and workshops, industry-specific events, and a comprehensive membership program.

The mission of TechAlliance is: “To grow the innovative businesses of today, and launch the startups of tomorrow.” TechAlliance operates based on funding and/or support through numerous partners and mechanisms. This includes: membership fees and volunteer support from its members; professional development and networking events; support and in-kinds gifts from the London business, educational, and research community; and, municipal, federal and provincial programs and grants.

2018 accomplishments:

- 659 clients served
- Supported 173 member companies as of December 2018
- Over 2,000 attendees at TechAlliance events
- 20 graduates from Entrepreneur 1.0 program
- Over \$5 million invested through BURST program, resulting in 61 jobs (full-time and contract)
- 2018 Market Intelligence from MaRS:

- Completed 10 requests for 10 ventures
- \$208,947 in research value provided
- Completed 10.75 research hours

DISCUSSION

While the City of London has had a long-standing relationship with TechAlliance, there has not been a formal Agreement in place regarding the City's annual grant. In past years TechAlliance has submitted a letter to the City requesting funding, in addition to audited financial statements and projected income for the year.

Proposed TechAlliance Grant Agreement, 2019-2023

The new Agreement, attached as Appendix A to this report, is proposed to commence on May 22, 2019 and continue until December 31, 2023.

Key elements of the proposed new Agreement include:

Schedule A - Eligibility for Funding

6.2 Annual Presentations – *To remain eligible for funding, and if required by the City Representative, the Recipient shall make a presentation to Council, or a Committee of Council. The form and the content of the presentation must be provided to the City Representative in advance of the presentation, and the City Representative may request any changes to the form and content of the presentation.*

Section 6.2 requires that TechAlliance provide an annual presentation to Council or a Committee of Council, if required by the City Representative. The form and content of the presentation will be developed collaboratively by the City and the TechAlliance. The intent of these annual presentations is to provide Council with an update on key highlights and initiatives, consistent key performance metrics. It will also provide an overview of how the funding is being used to advance and contribute to Council's 2019-2023 Strategic Plan and the Strategic Area of Focus 'Growing our Economy'. This includes the following Outcomes:

- London will develop a top quality workforce
- London is a leader in Ontario for attracting new jobs and investments
- London creates a supportive environment where entrepreneurs, businesses, and talent can thrive

Schedule A1 of the attached Agreement outlines the purpose of the funding and the relation to Council's Strategic Plan.

6.3 Quarterly Meetings with City Representative and Leads from London Community Small Business Centre and the London Economic Development Corporation – *To remain eligible for funding, and as required by the City Representative, the Recipient shall participate in a joint meeting four (4) times a year with:*

- (i) *the City Manager, or designate; and*
- (ii) *the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the London Community Small Business Centre; and*
- (iii) *the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the London Economic Development Corporation.*

Section 6.3 places a strong emphasis on collaboration and requires that the Chief Executive Officer (or equivalent), and the Chair of the Board (or designate) from the TechAlliance, SBC and the London Economic Development Corporation participate in quarterly meetings with the City Manager (or designate). These meetings will allow for open dialogue between the organizations and a coordinated approach to economic development activities in the community.

Schedule B – Maximum Contribution of the City

1.1 *The total maximum annual amount of the City's contribution towards the Funded Activity under this Agreement is \$200,000.00 for each twelve month period during the Term.*

1.2 Subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the grant in the amount of \$200,000.00 shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100)

The proposed new Agreement recommends that City's contribution in 2019 is \$200,000.00. This amount is consistent with the City's contribution in previous years. It is recommended that beginning in 2020, and subject to City of London budget approval, that this number be adjusted annually based on the Consumer Price Index for Canada.

Benefits of the TechAlliance Grant Agreement

As a grassroots organization that exists to help raise the profile and competencies of the region's technology industry, TechAlliance provides a wide range of services, including business advice, professional services, access to capital, networking, business intelligence, customers, infrastructure, human resources, educational training, and marketing and communications.

A formal Agreement between the City of London and TechAlliance sets out a clear framework for how funds will be disbursed, monitored and how outcomes and key performance indicators will be reported to Council and the community, and will encourage open dialogue, collaboration and coordination between TechAlliance, the Small Business Centre and the LEDC. The establishment of an agreement that spans 2019-2023 also provides stability to both the City and TechAlliance from a strategic and financial perspective.

FINANCIAL IMPACT

There is no new funding being requested for the Funded Activity outlined in this Agreement, and therefore, there is no impact on the 2019 approved budget.

It is recommended that beginning in 2020, and subject to City of London budget approval, that the City's contribution be adjusted annually based on the Consumer Price Index of Canada. These increases will be addressed through the 2020-2024 Multi-Year Budget process.

LINK TO STRATEGIC PLAN

Council's Strategic Plan for the City of London, 2019-2023, identifies 'Growing our Economy' as a Strategic Area of Focus. This Strategic Area of Focus includes the following Outcomes:

- London will develop a top quality workforce
- London is a leader in Ontario for attracting new jobs and investments
- London creates a supportive environment where entrepreneurs, businesses and talent can thrive

The work of TechAlliance and the terms of the funding outlined in the proposed Grant Agreement will help to advance and support the achievement of these Outcomes.

CONCLUSION

TechAlliance provides key services and supports to entrepreneurs in our community that contribute and help advance the Strategic Area of Focus 'Growing Our Economy' and the associated Outcomes and Expected Results outlined in Council's 2019-2023 Strategic Plan.

The establishment of a formal Agreement between the City of London and TechAlliance ensures clarity in roles and expectations and is a key step in ensuring transparency and accountability in the use of City funds that support economic development in our community. The terms of the proposed new Agreement also put a key focus on collaboration and open dialogue between the City-fund organizations that provide economic development services in our community.

This Agreement has been reviewed with the assistance of the City Solicitor's Office, Risk Management and Finance and Corporate Services.

PREPARED BY:	SUBMITTED BY:
CHRIS GREEN MANAGER, ECONOMIC PARTNERSHIPS	ROSANNA WILCOX DIRECTOR, COMMUNITY & ECONOMIC INNOVATION
RECOMMENDED BY:	
MARTIN HAYWARD CITY MANAGER	

c. Marilyn Sinclair, President and Chief Executive Officer, TechAlliance

APPENDIX A

Bill No.
2019

By-law No.

A By-law to approve a Grant Agreement with TechAlliance of Southwestern Ontario.

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;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS council considers it to be in the interests of the municipality to provide a grant to TechAlliance of Southwestern Ontario under the terms as set out in the proposed agreement attached;

AND WHEREAS TechAlliance of Southwestern Ontario is a non-profit corporation without share capital;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

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

1. The Grant Agreement with TechAlliance of Southwestern Ontario, substantially in the form attached as Schedule A to this by-law, is approved.
2. The City Manager or written designate is delegated the power to act as the City Representative for the purposes of the Agreement approved in section 1 above.
3. The Mayor and the City Clerk are authorized to execute the Agreement approved in section 1 above.
4. This by-law shall come into force and effect May 22, 2019.

PASSED in Open Council on May 21, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading –
Third reading –

SCHEDULE A

Grant Agreement

THIS AGREEMENT with effect as of the 22nd day of May, 2019.

Between

The Corporation of the City of London
(the "City")

-and-

TechAlliance of Southwestern Ontario
(the "Recipient")

WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has made a request to the City for a grant to assist the Recipient in the Recipient's activities as described in **Schedule A1** ("the Funded Activity");

AND WHEREAS Council has approved that a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Definitions & Schedules

1.1 Definitions

In this Agreement, the following definitions apply:

"**City Representative**" means an individual delegated by by-law to act as City Representative for the purposes of this Agreement;

"**Eligible Expenditures**" means the expenditures that are listed in the Funded Activity Budget (**Schedule B**), and in compliance with the Conditions Governing Eligible Expenditures set out in **Schedule B**.

"**Vulnerable Person**" means an individual who has difficulty protecting themselves from harm, and/or may be reliant on others because of age, mental disability, physical disability, or circumstances, and includes but is not limited to minors.

1.2 Schedules Forming Part of Agreement

The following Schedules, marked with an "X" (or where not marked with an "X", attached to this Agreement), form part of this Agreement:

☒ **Schedule A1: Description of Funded Activity - Operating Grant**

☒ **Schedule B: Maximum Contribution & Eligible Expenditures – Operating Grant**

and the parties agree that all references in this Agreement to "this Agreement" shall be deemed to include such Schedules.

2. Term

2.1 The Agreement shall commence on the Funded Activity Start Date, and shall terminate on the Funded Activity End Date as set out in Schedule A1 ("the Term"), or shall terminate on such earlier date as set out in this Agreement.

3. Grant

3.1 (a) Subject to the terms and conditions of this Agreement, the City shall make a grant to the Recipient as set out in **Schedule B**, which amount shall be payable as set out in **Schedule B**.

b) Payment of any grant under this Agreement is subject to the availability of funds in the City's current approved budget.

4. Use of Grant

4.1 The Recipient covenants and agrees that the Recipient shall use the grant solely for the purpose of paying the Eligible Expenditures in connection with the Funded Activity and for no other purpose.

5. Repayment of Grant

5.1 The City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.

5.2 If the Recipient uses some or all of the grant funds for purposes other than Eligible Expenditures, the Recipient covenants and agrees that it shall return such funds to the City.

5.3 If the Recipient does not comply with the provisions of this Agreement, the Recipient shall be considered in default of this Agreement and all grant funds the City advanced to the Recipient shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City Representative.

5.4 The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

5.5 The Recipient shall return all unexpended grant funds to the City within 90 days of the end of the Term, unless the City Representative has given prior written approval for such grant funds to be spent on a specific program or activity.

6. Eligibility for Funding

6.1 **Reporting and By-laws** – To remain eligible for funding, and if required by the City Representative, the Recipient shall submit the reports and by-laws as set out in Schedule A1, on or before the date set out in Schedule A1 to the City Representative in a form and content satisfactory to the City Representative. The reports shall include a financial statement for the period covered by the reports.

6.2 **Annual Presentations** – To remain eligible for funding, and if required by the City Representative, the Recipient shall make a presentation to Council, or a Committee of Council. The form and the content of the presentation must be provided to the City Representative in advance of the presentation, and the City Representative may request any changes to the form and content of the presentation.

6.3 **Quarterly Meetings with City Representative and Leads from London Community Small Business Centre and the London Economic Development Corporation** – To remain eligible for funding, and as required by the City Representative, the Recipient shall participate in a joint meeting four (4) times a year with:

- (i) the City Manager, or designate; and
- (ii) the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of London Community Small Business Centre; and
- (iii) the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the London Economic Development Corporation.

7. Right of Audit

7.1 (a) The City auditor or anyone designated in writing by the City auditor may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.

(b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.

(c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City.

8. Official Notification

8.1 (a) Any notice required or permitted to be given under this Agreement shall be given or provided by personal delivery, mail, courier service, or fax at the postal address or fax number, as the case may be, of the receiving party as set out below:

The City
City Clerk
300 Dufferin Avenue

The Recipient
As set out in **Schedule A1**

London, Ontario N6A 4L9

(b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working day after they are sent.

(c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

9. Informing the Public of the City's Contribution

9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the contributions and the nature of the activity supported under this Agreement.

(b) The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

10. Termination

Termination Without Default

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of 15 days' prior written notice to the Recipient.

Termination Where Default

10.2 The following constitute events of default, the proof of which to the contrary lies upon the Recipient:

- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
- (b) an order is made or resolution passed for winding up or for the dissolution of the Recipient or it is dissolved;
- (c) the Recipient ceases actual bona fide operation for a period of 30 days;
- (d) the Recipient has knowingly submitted false or misleading information to the City;
- (e) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement;
- (f) the Recipient refuses or neglects to comply with any reasonable requirement from the City Representative which he or she is entitled to stipulate under this Agreement;
- (g) the Recipient assigns or transfers or attempts to assign or transfer this Agreement; or
- (h) the Recipient ceases to be a non-share capital, non-profit corporation.

10.3 If an event of default occurs, all of the grant funds paid in the calendar year in which the default occurs and any grant funds advanced thereafter shall be deemed to be a loan and all such funds shall be immediately due and payable in full upon the written demand of the City Representative. The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

10.4 If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

- (a) provide the Recipient with an opportunity to remedy the event of default;
- (b) terminate this Agreement at any time, including immediately, upon the City Representative giving written notice to the Recipient.

10.5 If under section 10.4 the City has provided the Recipient with an opportunity to remedy the event of default and the Recipient does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or terminate this Agreement.

10.6 Where the City has terminated this Agreement, the City shall have no further responsibility or liability under this Agreement and any termination by the City shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

10.7 The Recipient acknowledges and agrees that the provisions in this Part 10 are for the sole benefit of the City and may be waived in whole or in part by the City Representative at any time.

11. Indemnity

11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

12.1. Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense:

(a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, 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 Recipient shall submit a completed standard Insurance Certificate (Form #0788).

(b) In addition, those Recipients with Grants greater than Ten Thousand Dollars (\$10,000) shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.

(c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

(d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

(e) On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under this section.

The Recipient shall notify the City forthwith of any lapse, cancellation or termination of any such insurance coverage.

13. Services to Vulnerable Persons

13.1 The Recipient shall ensure that where services are provided to Vulnerable Persons, it obtain police clearance certificates for those individuals working with Vulnerable Persons. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to Vulnerable Persons, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those Vulnerable Persons.

14. Compliance with Laws

14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licences, consents and other authorizations that are necessary to the carrying out of the Funded Activity.

15. *Municipal Freedom of Information and Protection of Privacy Act and The Municipal Act, 2001*

15.1 The Recipient acknowledges that all records in the City's control (including any records provided by the Recipient to the City) are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the *Municipal Act, 2001*, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

16. Assignment

16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

17. Relationship Between the Parties

17.1 The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of the City. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the City.

18. Facsimile Copy of Recipient's Signature Sufficient

18.1 A facsimile copy of the Recipient's signature on this Agreement shall be sufficient and binding.

19. Executed in Counterparts

19.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

20. Headings

20.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

22. Waiver

22.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

23. Circumstances Beyond the Control of Either Party

23.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

24. Payment of Grant is Subject to City Budget Approval

24.1 (a) Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made. In the event that the City Council cancels or reduces the level of funding for the grants for any fiscal year in which payment is to be made under the Agreement, the City may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

(b) Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than 1 months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

25. Governing Law

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

26. Headings

26.1 Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement and are not to be used as an aid in the interpretation of this Agreement.

27. Canadian Currency

27.1 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

28. Other Agreements

28.1 If the Recipient:

- (i) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with the City;

- (ii) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (iii) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (iv) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

29. Execution of Agreement.

- 29.1 The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.

30. Survival

30.1 The provisions relating to liability, indemnity, Right of Audit and Repayment of Grant shall survive termination or expiry of this Agreement for a period of 7 years from the date of termination of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:

SIGNED SEALED AND DELIVERED

For the City: **THE CORPORATION OF THE CITY OF LONDON**

Mayor (Ed Holder)

City Clerk (Catharine Saunders)

For the Recipient, by the following authorized officer(s):

TECHALLIANCE OF SOUTHWESTERN ONTARIO

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

SCHEDULE A1

Operating Grant

THE FUNDED ACTIVITY

Full Legal Name of Recipient: TechAlliance of Southwestern Ontario

Address for Service of Notice: 121-999 Collip Circle, London, ON N6G 0J3

Primary Contact Name: Jennifer Starcok Phone #: (519) 858-5185

Fax #: (519) 858-5077 E-mail: Jennifer.starcok@techalliance.ca

Funded Activity Start Date (date for which funding will be commenced): 19/05/22

Funded Activity End Date (date for which funding will end): 23/12/31

FUNDED ACTIVITY DESCRIPTION:

As a Regional Innovation Centre (RIC) resource hub for tech companies, TechAlliance of Southwestern Ontario (operating as TechAlliance), was formed with the mandates to foster growth in London's technology industry in the areas of biotechnology, information technology, and advanced manufacturing. Particularly, it has committed to delivering business acceleration, development and collaboration programs, events, and services throughout the 5 counties in the Southwestern Ontario region, including London-Middlesex, St. Thomas-Elgin, Huron Sarnia-Lambton, and Oxford.

The funded activities are set out as follows:

1. To help advance and contribute to the City of London's Strategic Plan 2019-2023 and the Strategic Area of Focus 'Growing Our Economy.' This includes the following Outcomes:
 - a. London will develop a top quality workforce
 - b. London is a leader in Ontario for attracting new jobs and investments
 - c. London creates a supportive environment where entrepreneurs, businesses, and talent can thrive

REPORTING

The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Audited Financial Statement - due on or before September 30th annually.

The Audited Financial Statement shall be signed by the Recipient's auditor.

2. Projected Income Statement– due on or before September 30 annually.

BY-LAWS

The Recipient shall provide the following by-laws to the City Representative, if requested by the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Consolidated by-laws due on or before the end of the first year of the Agreement.

SCHEDULE B

Operating Grant

MAXIMUM CONTRIBUTION & ELIGIBLE EXPENDITURES

1. MAXIMUM CONTRIBUTION OF THE CITY

1.1 The total maximum annual amount of the City's contribution towards the Funded Activity under this Agreement is \$200,000 for each twelve month period during the Term.

1.2 Subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the grant in the amount of \$200,000.00 shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100)

2. DISBURSEMENT OF GRANTS

2.1 Subject to the Recipient's compliance with the provisions of this Agreement, the grant shall be disbursed to the Recipient over the Term of this Agreement, as set out below.

2.2 The grant will be payable as follows, subject to the Recipient's compliance with the provisions of this Agreement:

One payment of grant funds annually for the entire Term, to be paid within 30 days of execution of this Agreement in 2019, and thereafter within 30 days after submission of the reports in accordance with Schedule A1 Reporting.

3. ELIGIBLE EXPENDITURES

3.1 Funded Activity Budget

Eligible Expenditures include the Recipient's operating expenditures, including, but not limited to, operating expenditures in the following categories and subject to the conditions and restrictions in the section below:

- i) Administration
- ii) Personnel
- iii) Marketing
- iv) Development and Special Projects
- v) Operations

4. CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

4.1 Eligible Expenditures are subject to the following conditions and restrictions:

- (a) expenditures must be incurred during the fiscal year of each of the multi-year agreement years;
- (b) expenditures must, in the sole opinion of the City Representative, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement are not eligible;
- (d) fines and penalties are not eligible;
- (e) the cost of alcoholic beverages are not eligible.

5. TERMS OF PAYMENT

5.1 Subject to subsections (2) and (3), the City will make payment of the grant funds by way of advance payments. Each payment shall cover a specific period as set out in paragraph 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Term.

5.2 Each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the sole opinion of the City Representative, is reliable and up-to-date.

5.3 If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement, or to require repayment of that part of the grant funds.

5.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the

following are applicable:

- (a) If the Recipient has failed to submit when due any report required by the City under this Agreement;
- (b) If the Recipient has budgeted on a deficit basis or is operating on a deficit basis;
- (c) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
- (d) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the vulnerable person requirements;
- (e) in the event that an audit of the Recipient's books and records indicates mismanagement or use of funds, in the sole opinion of the City Representative;
- (f) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

TO:	CHAIR AND MEMBERS STRATEGIC PRIORITIES AND POLICY COMMITTEE MEETING ON MAY 6, 2019
FROM:	MARTIN HAYWARD CITY MANAGER
SUBJECT:	SMALL BUSINESS CENTRE 2019-2023 GRANT

RECOMMENDATION

That, on the recommendation of the City Manager, the by-law attached as Appendix A, **BE INTRODUCED** at the Municipal Council meeting of May 21, 2019:

- (a) To approve a grant Agreement with the London Community Small Business Centre from 2019 to 2023; and
- (b) To authorize the Mayor and Clerk to sign the Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- None.

BACKGROUND

Purpose

The purpose of this report is to establish a formal Agreement between the City of London and the London Community Small Business Centre. It is proposed that the term of this new Agreement commence on May 22, 2019 and end on December 31, 2023.

Background

The London Community Small Business Centre is a non-for-profit organization created in 1986 and governed by a volunteer Board of Directors.

In 2002, a partnership was established between the Ministry of Economic Development and Trade, The Corporation of the City of London and the London Community Small Business Centre to support the implementation of the Small Business Enterprise Centre program.

The Small Business Centre (SBC) currently operates in partnership with the City of London and the Ontario government's Ministry of Economic Development, Job Creation and Trade (MEDJCT).

Belonging to a network of more than 50 Small Business Enterprise Centres operating across Ontario, and as a member of the Ontario Network of Entrepreneurs (ONE), the London SBC offers entrepreneurs a wealth of programs and services, including:

- Small business resources and information
- Free consultations with knowledgeable business advisors
- Assistance with business plan preparation and market research
- Seminars, workshops and networking events

To leverage new and existing partnerships in the community, the SBC actively seeks out and secures additional private and public sector sponsors and services to create a financially self-sustaining operation.

The mission of the SBC is: "To stimulate, promote and support the entrepreneurial spirit, start-ups and early growth of small business to actively contribute to the economic development of London."

In pursuing this mission over the years, the SBC has provided thousands of entrepreneurs with the full range of support services, programs, and resources necessary to starting and successfully building their small businesses.

The SBC also works closely with London’s employment sector and continually seeks out partnerships and programs to serve individuals who may face barriers to traditional employment, by presenting self-employment as a viable option. Past and current programs have served youth at risk; Ontario Works recipients; newcomers; individuals with mental health and addiction challenges; and other unemployed individuals.

2018 accomplishments:

- Supported 314 business launches and provided assistance to hundreds more
- Directly impacted the creation of 288 jobs
- Enrolled 547 people in start-up programs
- Conducted over 1700 business consultations to fledging entrepreneurs and existing businesses
- Facilitated over 600 hours of workshops and seminars, with attendance exceeding 1600
- Engaged over 36 volunteers and leveraged more than 600 volunteer hours, to connect entrepreneurs to business mentors and professionals
- Promoted/presented entrepreneurship at 19 schools and community groups

DISCUSSION

While the City of London has had a long-standing relationship with the SBC, there has not been a formal Agreement in place regarding the annual funding that has been allocated to the SBC since 2009. In past years the SBC has submitted a letter to the City requesting funding, in addition to audited financial statements and projected income for the year.

Proposed Small Business Centre Grant Agreement, 2019-2023

The new Agreement, attached as Appendix A to this report, is proposed to commence on May 22, 2019 and continue until December 31, 2023.

Key elements of the proposed new Agreement include:

Schedule A - Eligibility for Funding

6.2 Annual Presentations – *To remain eligible for funding, and if required by the City Representative, the Recipient shall make a presentation to Council, or a Committee of Council. The form and the content of the presentation must be provided to the City Representative in advance of the presentation, and the City Representative may request any changes to the form and content of the presentation.*

Section 6.2 requires that the SBC provide an annual presentation to Council or a Committee of Council, if required by the City Representative. The form and content of the presentation will be developed collaboratively by the City and the SBC. The intent of these annual presentations is to provide Council with an update on key highlights and initiatives, consistent key performance metrics. It will also provide an overview of how the funding is being used to advance and contribute to Council’s 2019-2023 Strategic Plan and the Strategic Area of Focus ‘Growing our Economy’. This includes the following Outcomes:

- London will develop a top quality workforce
- London is a leader in Ontario for attracting new jobs and investments
- London creates a supportive environment where entrepreneurs, businesses, and talent can thrive

Schedule A1 of the attached Agreement outlines the purpose of the funding and the relation to Council’s Strategic Plan.

6.3 Quarterly Meetings with City Representative and Leads from TechAlliance of Southwestern Ontario and the London Economic Development Corporation – *To remain eligible for funding, and as required by the City Representative, the Recipient shall participate in a joint meeting four (4) times a year with:*

- (i) the City Manager, or designate; and

- (ii) *the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the TechAlliance of Southwestern Ontario; and*
- (iii) *the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the London Economic Development Corporation.*

Section 6.3 places a strong emphasis on collaboration and requires that the Chief Executive Officer (or equivalent), and the Chair of the Board (or designate) from the SBC, TechAlliance and the London Economic Development Corporation participate in quarterly meetings with the City Manager (or designate). These meetings will allow for open dialogue between the organizations and a coordinated approach to economic development activities in the community.

Schedule B – Maximum Contribution of the City

1.1 The total maximum annual amount of the City’s contribution towards the Funded Activity under this Agreement is \$177,953.00 for each twelve month period during the Term.

1.2 Subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the grant in the amount of \$177,953.00 shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100)

The proposed new Agreement recommends that City’s contribution in 2019 is \$177,953.00. This amount has been adjusted to reflect a Consumer Price Index for Canada adjustment to the 2018 allocation of \$173,953.00. It is recommended that beginning in 2020, and subject to budget approval, that this number be adjusted annually based on the Consumer Price Index for Canada.

Benefits of the Small Business Centre Grant Agreement

The SBC provides entrepreneurs in our community with key resources and supports. Since its establishment in 1986 as a not-for-profit organization, the London Small Business Centre has provided thousands of entrepreneurs with the training and support necessary to start and grow successful businesses. From concept, through start-up and early growth stages of business, the SBC is a one-stop source for information, guidance and professional advice on starting and running a successful business.

A formal Agreement between the City of London and SBC sets out a clear framework for how funds will be disbursed, monitored and how outcomes and key performance indicators will be reported to Council and the community, and will encourage open dialogue, collaboration and coordination between the SBC, TechAlliance and the LEDC. The establishment of an agreement that spans 2019-2023 also provides stability to both the City and SBC from a strategic and financial perspective.

FINANCIAL IMPACT

There is no new funding being requested for the Funded Activity outlined in this Agreement, and therefore, there is no impact on the 2019 approved budget.

It is recommended that beginning in 2020, and subject to City of London budget approval, that the City’s contribution be adjusted annually based on the Consumer Price Index of Canada. These increases will be addressed through the 2020-2024 Multi-Year Budget process.

LINK TO STRATEGIC PLAN

Council’s Strategic Plan for the City of London, 2019-2023, identifies ‘Growing our Economy’ as a Strategic Area of Focus. This Strategic Area of Focus includes the following Outcomes:

- London will develop a top quality workforce
- London is a leader in Ontario for attracting new jobs and investments
- London creates a supportive environment where entrepreneurs, businesses and talent can thrive

The work of the Small Business Centre and the terms of the funding outlined in the proposed Grant Agreement will help to advance and support the achievement of these Outcomes.

CONCLUSION

The Small Business Centre provides key services and supports to entrepreneurs in our community that contribute and help advance the Strategic Area of Focus ‘Growing our Economy’ and the associated Outcomes and Expected Results outlined in Council’s 2019-2023 Strategic Plan.

The establishment of a formal Agreement between the City of London and the Small Business Centre ensures clarity in roles and expectations and is a key step in ensuring transparency and accountability in the use of City funds that support economic development in our community. The terms of the proposed new Agreement also put a key focus on collaboration and open dialogue between City-fund organizations that provide economic development services in our community.

This Agreement has been reviewed with the assistance of the City Solicitor’s Office, Risk Management, and Finance and Corporate Services.

PREPARED BY:	SUBMITTED BY:
CHRIS GREEN MANAGER, ECONOMIC PARTNERSHIPS	ROSANNA WILCOX DIRECTOR, COMMUNITY & ECONOMIC INNOVATION
RECOMMENDED BY:	
MARTIN HAYWARD CITY MANAGER	

c. Steve Pellarin, Executive Director, Small Business Centre

APPENDIX A

Bill No.
2019

By-law No.

A By-law to approve a Grant Agreement with London Community Small Business Centre, Inc.

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;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS council considers it to be in the interests of the municipality to provide a grant to London Community Small Business Centre, Inc. under the terms as set out in the proposed agreement attached;

AND WHEREAS London Community Small Business Centre, Inc. is a non-profit corporation without share capital;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

AND WHEREAS The Ministry of Economic Development and Trade, and the City, and London Community Small Business Centre entered into an agreement in February 2002 regarding the London Small Business Enterprise Centre, which agreement is still in effect;

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

1. The Grant Agreement with London Community Small Business Centre, Inc., substantially in the form attached as Schedule A to this by-law, is approved.
2. The City Manager or written designate is delegated the power to act as the City Representative for the purposes of the Agreement approved in section 1 above.
3. The Mayor and the City Clerk are authorized to execute the Agreement approved in section 1 above.
4. This by-law shall come into force and effect on May 22, 2019.

PASSED in Open Council on May 21, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -

SCHEDULE A

Grant Agreement

THIS AGREEMENT with effect as of the 22nd day of May, 2019.

Between

The Corporation of the City of London
(the "City")

-and-

London Community Small Business Centre, Inc.
(the "Recipient")

WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has made a request to the City for a grant to assist the Recipient in the Recipient's activities as described in **Schedule A1** ("the Funded Activity");

AND WHEREAS Council has approved that a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this Agreement;

AND WHEREAS The Ministry of Economic Development and Trade, and the City, and London Community Small Business Centre entered into an agreement in February 2002 regarding the London Small Business Enterprise Centre, which agreement is still in effect;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Definitions & Schedules

1.1 Definitions

In this Agreement, the following definitions apply:

"City Representative" means an individual delegated by by-law to act as City Representative for the purposes of this Agreement;

"Eligible Expenditures" means the expenditures that are listed in the Funded Activity Budget (**Schedule B**), and in compliance with the Conditions Governing Eligible Expenditures set out in **Schedule B**.

"Vulnerable Person" means an individual who has difficulty protecting themselves from harm, and/or may be reliant on others because of age, mental disability, physical disability, or circumstances, and includes but is not limited to minors.

1.2 Schedules Forming Part of Agreement

The following Schedules, marked with an "X" (or where not marked with an "X", attached to this Agreement), form part of this Agreement:

☒ **Schedule A1:** Description of Funded Activity

☒ **Schedule B:** Maximum Contribution & Eligible Expenditures

and the parties agree that all references in this Agreement to "this Agreement" shall be deemed to include such Schedules.

2. Term

2.1 The Agreement shall commence on the Funded Activity Start Date, and shall terminate on the Funded Activity End Date as set out in Schedule A1 ("the Term"), or shall terminate on such earlier date as set out in this Agreement.

3. Grant

3.1 (a) Subject to the terms and conditions of this Agreement, the City shall make a grant to the Recipient as set out in **Schedule B**, which amount shall be payable as set out in **Schedule B**.

(b) Payment of any grant under this Agreement is subject to the availability of funds in the City's current approved budget.

4. Use of Grant

4.1 The Recipient covenants and agrees that the Recipient shall use the grant solely for the purpose of paying the Eligible Expenditures in connection with the Funded Activity and for no other purpose.

5. Repayment of Grant

5.1 The City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.

5.2 If the Recipient uses some or all of the grant funds for purposes other than Eligible Expenditures, the Recipient covenants and agrees that it shall return such funds to the City.

5.3 If the Recipient does not comply with the provisions of this Agreement, the Recipient shall be considered in default of this Agreement and all grant funds the City advanced to the Recipient shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City Representative.

5.4 The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

5.5 The Recipient shall return all unexpended grant funds to the City within 90 days of the end of the Term, unless the City Representative has given prior written approval for such grant funds to be spent on a specific program or activity.

6. Eligibility for Funding

6.1 **Reporting and By-laws** – To remain eligible for funding, and if required by the City Representative, the Recipient shall submit the reports and by-laws as set out in Schedule A1, on or before the date set out in Schedule A1 to the City Representative in a form and content satisfactory to the City Representative. The reports shall include a financial statement for the period covered by the reports.

6.2 **Annual Presentations** – To remain eligible for funding, and if required by the City Representative, the Recipient shall make a presentation to Council, or a Committee of Council. The form and the content of the presentation must be provided to the City Representative in advance of the presentation, and the City Representative may request any changes to the form and content of the presentation.

6.3 **Quarterly Meetings with City Representative and Leads from TechAlliance of Southwestern Ontario and the London Economic Development Corporation** – To remain eligible for funding, and as required by the City Representative, the Recipient shall participate in a joint meeting four (4) times a year with:

- (i) the City Manager, or designate; and
- (ii) the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the TechAlliance of Southwstern Ontario; and
- (iii) the Chief Executive Officer, or equivalent, and Chair of the Board, or designate, of the London Economic Development Corporation.

7. Right of Audit

7.1 (a)The City auditor or anyone designated in writing by the City auditor may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.

(b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.

(c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City.

8. Official Notification

8.1 (a) Any notice required or permitted to be given under this Agreement shall be given or provided by personal delivery, mail, courier service, or fax at the postal address or fax number, as the case may be, of the receiving party as set out below:

The City
City Clerk
300 Dufferin Avenue

The Recipient
As set out in **Schedule A1**
London, Ontario N6A 4L9

(b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working

day after they are sent.

(c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

9. Informing the Public of the City's Contribution

9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the contributions and the nature of the activity supported under this Agreement.

(b) The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

10. Termination

Termination Without Default

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of 15 days' prior written notice to the Recipient.

Termination Where Default

10.2 The following constitute events of default, the proof of which to the contrary lies upon the Recipient:

- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
- (b) an order is made or resolution passed for winding up or for the dissolution of the Recipient or it is dissolved;
- (c) the Recipient ceases actual bona fide operation for a period of 30 days;
- (d) the Recipient has knowingly submitted false or misleading information to the City;
- (e) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement;
- (f) the Recipient refuses or neglects to comply with any reasonable requirement from the City Representative which he or she is entitled to stipulate under this Agreement;
- (g) the Recipient assigns or transfers or attempts to assign or transfer this Agreement; or
- (h) the Recipient ceases to be a non-share capital, non-profit corporation.

10.3 If an event of default occurs, all of the grant funds paid in the calendar year in which the default occurs and any grant funds advanced thereafter shall be deemed to be a loan and all such funds shall be immediately due and payable in full upon the written demand of the City Representative. The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

10.4 If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

- (a) provide the Recipient with an opportunity to remedy the event of default;
- (b) terminate this Agreement at any time, including immediately, upon the City Representative giving written notice to the Recipient.

10.5 If under section 10.4 the City has provided the Recipient with an opportunity to remedy the event of default and the Recipient does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or terminate this Agreement.

10.6 Where the City has terminated this Agreement, the City shall have no further responsibility or liability under this Agreement and any termination by the City shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

10.7 The Recipient acknowledges and agrees that the provisions in this Part 10 are for the sole benefit of the City and may be waived in whole or in part by the City Representative at any time.

11. Indemnity

11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

- 12.1. Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense:
- (a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, 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 Recipient shall submit a completed standard Insurance Certificate (Form #0788).
 - (b) In addition, those Recipients with Grants greater than Ten Thousand Dollars (\$10,000) shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.
 - (c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.
 - (d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
 - (e) On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under this section.

The Recipient shall notify the City forthwith of any lapse, cancellation or termination of any such insurance coverage.

13. Services to Vulnerable Persons

- 13.1 The Recipient shall ensure that where services are provided to Vulnerable Persons, it obtain police clearance certificates for those individuals working with Vulnerable Persons. Failure to do so may result in immediate termination of this Agreement.
- 13.2 Where the Recipient provides services to Vulnerable Persons, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those Vulnerable Persons.

14. Compliance with Laws

- 14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licences, consents and other authorizations that are necessary to the carrying out of the Funded Activity.

15. *Municipal Freedom of Information and Protection of Privacy Act and The Municipal Act, 2001*

- 15.1 The Recipient acknowledges that all records in the City's control (including any records provided by the Recipient to the City) are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the *Municipal Act, 2001*, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

16. Assignment

- 16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

17. Relationship Between the Parties

- 17.1 The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of the City. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the City.

18. Facsimile Copy of Recipient's Signature Sufficient

18.1 A facsimile copy of the Recipient's signature on this Agreement shall be sufficient and binding.

19. Executed in Counterparts

19.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

20. Headings

20.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

22. Waiver

22.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

23. Circumstances Beyond the Control of Either Party

23.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

24. Payment of Grant is Subject to City Budget Approval

24.1 (a) Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made. In the event that the City Council cancels or reduces the level of funding for the grants for any fiscal year in which payment is to be made under the Agreement, the City may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

(b) Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than 1 months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

25. Governing Law

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

26. Headings

26.1 Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement and are not to be used as an aid in the interpretation of this Agreement.

27. Canadian Currency

27.1 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

28. Other Agreements

28.1 If the Recipient:

- (i) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with the City;
- (ii) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (iii) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (iv) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

29. Execution of Agreement.

- 29.1 The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.

30. Survival

30.1 The provisions relating to liability, indemnity, Right of Audit and Repayment of Grant shall survive termination or expiry of this Agreement for a period of 7 years from the date of termination of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:

SIGNED SEALED AND DELIVERED

For the City: **THE CORPORATION OF THE CITY OF LONDON**

Mayor (Ed Holder)

City Clerk (Catharine Saunders)

For the Recipient, by the following authorized officer(s):

LONDON COMMUNITY SMALL BUSINESS CENTRE INC.

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

SCHEDULE A1

Operating Grant

THE FUNDED ACTIVITY

Full Legal Name of Recipient: London Community Small Business Centre, Inc.

Address for Service of Notice: Unit 220-379 Dundas St, London, ON, N6B 15V

Primary Contact Name: Steve Pellarin Phone #: (519) 659-2882

Fax #: (519) 659-7050 E-mail: spellarin@sbcentre.ca

Funded Activity Start Date (date for which funding will be commenced): 19/05/22

Funded Activity End Date (date for which funding will end): 23/12/31

FUNDED ACTIVITY DESCRIPTION:

The London Small Business Centre is a not-for-profit organization that provides training and support to starting and growing businesses. From concept, through start-up and early growth stages, the Centre is a source for information, guidance and professional advice on starting and running a successful business. Services include providing easy access to programs, services, resources and support for all aspects small business. Additional services include researching ideas to developing business concepts, preparing business plans, and managing growing business needs.

The funded activities are set out as follows:

1. To help advance and contribute to the City of London's Strategic Plan 2019-2023 and the Strategic Area of Focus 'Growing Our Economy.' This includes the following Outcomes:
 - a. London will develop a top quality workforce
 - b. London is a leader in Ontario for attracting new jobs and investments
 - c. London creates a supportive environment where entrepreneurs, businesses, and talent can thrive

REPORTING

The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Audited Financial Statement - due on or before September 30th annually.

The Audited Financial Statement shall be signed by the Recipient's auditor.

2. Projected Income Statement– due on or before September 30 annually.

BY-LAWS

The Recipient shall provide the following by-laws to the City Representative, if requested by the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Consolidated by-laws due on or before the end of the first year of the Agreement.

SCHEDULE B

Operating Grant

MAXIMUM CONTRIBUTION & ELIGIBLE EXPENDITURES

1. MAXIMUM CONTRIBUTION OF THE CITY

1.1 The total maximum annual amount of the City's contribution towards the Funded Activity under this Agreement is \$177,953.00 for each twelve month period during the Term.

1.2 Subject to City of London budget approval, beginning in 2020 and thereafter annually during the term of this Agreement the grant in the amount of \$177,953.00 shall be adjusted by the percentage change over 12 months in the February All-Items Consumer Price Index for Canada, (Table 326-0020 all items, 2002 = 100)

2. DISBURSEMENT OF GRANTS

2.1 Subject to the Recipient's compliance with the provisions of this Agreement, the grant shall be disbursed to the Recipient over the Term of this Agreement, as set out below.

2.2 The grant will be payable as follows, subject to the Recipient's compliance with the provisions of this Agreement:

One payment of grant funds annually for the Term, to be paid within 30 days of execution of this Agreement in 2019, and thereafter within 30 days after submission of the reports in accordance with Schedule A1 Reporting.

3. ELIGIBLE EXPENDITURES

3.1 Funded Activity Budget

Eligible Expenditures include the Recipient's operating expenditures, including, but not limited to, operating expenditures in the following categories and subject to the conditions and restrictions in the section below:

- i) Administration
- ii) Personnel
- iii) Marketing
- iv) Development and Special Projects
- v) Operations

4. CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

4.1 Eligible Expenditures are subject to the following conditions and restrictions:

- (a) expenditures must be incurred during the fiscal year of each of the multi-year agreement years;
- (b) expenditures must, in the sole opinion of the City Representative, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement are not eligible;
- (d) fines and penalties are not eligible;
- (e) the cost of alcoholic beverages are not eligible.

5. TERMS OF PAYMENT

5.1 Subject to subsections (2) and (3), the City will make payment of the grant funds by way of advance payments. Each payment shall cover a specific period as set out in paragraph 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Term.

5.2 Each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the sole opinion of the City Representative, is reliable and up-to-date.

5.3 If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement, or to require repayment of that part of the grant funds.

5.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following are applicable:

- (a) If the Recipient has failed to submit when due any report required by the City under this Agreement;

- (b) If the Recipient has budgeted on a deficit basis or is operating on a deficit basis;
- (c) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
- (d) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the vulnerable person requirements;
- (e) in the event that an audit of the Recipient's books and records indicates mismanagement or use of funds, in the sole opinion of the City Representative;
- (f) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

TO:	CHAIR AND MEMBERS STRATEGIC PRIORITIES AND POLICY COMMITTEE MEETING OF MAY 6, 2019
FROM:	GEORGE KOTSIFAS, P.ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	APPROVAL OF THE 2019 DEVELOPMENT CHARGES BY-LAW AND BACKGROUND STUDY

RECOMMENDATION

That on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, with the concurrence of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the following actions **BE TAKEN**:

- a) the 2019 Development Charges Background Study **BE APPROVED**;
- b) the attached proposed 2019 Development Charges By-law (Appendix B) **BE INTRODUCED** at the meeting of Municipal Council on May 21, 2019, to come into force and effect on August 4, 2019; it being noted that By-law C.P.-1496-244 (as amended), being the City's existing Development Charges By-law, will expire coincidental with the coming into force of the new by-law which incorporates the new Development Charge rates identified in Schedule 1 of the proposed 2019 Development Charges By-law;
- c) the intention to meet the capital project needs of growth, as listed in the rate calculations contained in Appendices "B" through "M" of the 2019 DC Background Study **BE CONFIRMED** in accordance with the *Development Charges Act*, it being noted that further review will be undertaken through the annual Capital Budget process;
- d) in accordance with Section 5(1)5 of the *Development Charges Act*, it **BE CONFIRMED** that the Municipal Council has expressed its intention that excess capacity of the works identified in the 2019 Development Charges Background Study be paid for by Development Charges; and
- e) it **BE CONFIRMED** that the Municipal Council has determined that no further public meeting is required pursuant to Section 12 of the *Development Charges Act*.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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Strategic Priorities & Policy Committee, March 25, 2019, Agenda Item 3.1, 2019 Development Charges Covering Report and Proposed By-law

Strategic Priorities & Policy Committee, December 17, 2018, Agenda Item 4.2, 2019 Development Charges Study Update on Draft Rates

Strategic Priorities & Policy Committee, December 17, 2018, Agenda Item 4.3, 2019 Development Charges Study Non-Residential Rate Review

Strategic Priorities & Policy Committee, July 23, 2018, Agenda Item 2.2, 2019 Development Charges Study UWRF Retirement

Strategic Priorities & Policy Committee, February 12, 2018, Agenda Item 2.3, 2019 Development Charges Study Growth Projections

Strategic Priorities & Policy Committee, January 29, 2018, Agenda Item 4, 2019 Development Charges Study Policy Matters Update

Strategic Priorities & Policy Committee, January 29, 2018, Agenda Item 5, 2019 Development Charges: Core Area Servicing Studies

Strategic Priorities & Policy Committee, January 29, 2018, Agenda Item 6, 2019 Development Charges Study DC Area Rating Policy Review

Strategic Priorities & Policy Committee, August 29, 2016, Agenda Item 4, 2019 Development Charges Study Policy Review Scoping Report

BACKGROUND

The purpose of this report is to seek Council approval of the 2019 Development Charges (DC) By-law and Background Study. These two documents reflect calculations to recover growth infrastructure costs for a 20 year period and are required by the *Development Charges Act* in order for DC rates to be applied to building construction.

On March 25, 2019, the draft 2019 DC Background Study and By-law were tabled at the Strategic Priorities & Policy Committee. The DC rates that have been proposed are based on the forecasted growth servicing requirements over the next twenty years (hard services) and ten years (soft services) and are in compliance with the *Development Charges Act*. A public participation meeting was also held on March 25, 2019 in order to receive public input on the DC rates. A number of speakers provided public input on various DC matters and no direction from Council was received following the closure of the public participation meeting. Following the public participation meeting, Staff were approached by proponents who provided input at the meeting regarding the following two matters:

1. Self-Storage Warehousing - A request was made for self-storage warehousing to be reclassified from a Commercial definition under the current By-law to Industrial under the proposed By-law. Consistent with the rationale provided in the March 25, 2019 report, Staff continue to recommend maintaining self-storage warehousing as a Commercial definition in the proposed By-law as its treatment as a Commercial use is consistent with the North American Industry Classification System (NAICS) classification and the City’s adopted growth forecast and calculated DCs. It should be further noted that the calculated 2019 DC By-law rate for commercial development is lower than the present commercial DC rate in force and effect.
2. Additional Locations for DC Residential Growth – A request was made to include additional locations for residential DC growth, and to identify additional stormwater facilities in the DCs to service that growth. Consistent with previous DC Background Studies, and as reviewed and accepted by the DC External Stakeholder Committee, the anticipated amount and type of DC development has been estimated at locations in the Vacant Land Inventory (VLI). The VLI reflects the land supply that provides long-term residential opportunity as identified in the City’s Official Plan. As the requested additional locations are designated ‘Open Space’/‘Green Space’, they have not been identified as locations to anticipate residential growth over the 20-year planning horizon. Should additional lands be approved for urban uses to accommodate development between DC studies, the projects needed to service the growth would become eligible to avail of contingency project funding. Presently, Staff are only aware of development concepts that have been proposed by Corlon Properties for lands not presently approved for urban uses where additional stormwater servicing may be required. The DC Background Study identifies a SWM contingency project of \$5,500,000 to provide a source of financing for development proposals such as Corlon that may be approved by Council for development prior to the 2024 DC Study. The inclusion of a SWM contingency facility provides Council with flexibility to respond to emerging needs in the future.

Staff have evaluated all public input received and are not recommending any changes to the 2019 DC Study or By-law. As a result, the DC rates are consistent with the information that was tabled on March 25, 2019. A summary of the proposed DC rates are included in Appendix A.

Considerable time and effort has been devoted to the development of the 2019 DC Study, with the process beginning in 2016. Throughout the entire process extensive consultation has been sought in order to gain perspective and insight from the development industry, taxpayer interests, building community and City Staff. A number of policy decisions have been brought forward for Council approval that have been incorporated in the 2019 DC Study. The consultation process was also critical for discussing many technical DC matters that helped form the foundation for

many of the calculations included in the 2019 DC Study. Overall, these meetings resulted in positive and constructive conversations that have helped shape the 2019 DC Study.

BUS RAPID TRANSIT IMPLICATIONS

Included in the draft 2019 DC Background Study and By-law is the Bus Rapid Transit (BRT) project, with a portion of the total project cost to be funded from DCs. The costs included in the 2019 DC Background Study for BRT are aligned with the Draft Environmental Project Report approved by Council in May 2018, which included plans for a full BRT system made up of five individual rapid transit corridors.

On Tuesday, March 26, 2019, London City Council prioritized three components of the BRT plan to submit for senior government funding consideration. The business cases submitted to Provincial and Federal governments are presently under review.

Ongoing decisions related to BRT may have a significant impact on DCs. Any material modifications made to the transportation network would need to be re-evaluated, triggering the need to re-run the transportation model to determine the road infrastructure that would be required to service growth. An updated Transportation DC Master Plan would need to be completed and the DC Background Study and By-law would need to be updated. In addition, modification to the transportation component of the DC may result in changes to other hard service works (i.e. Water and Sewer) included in the DC to ensure proper coordination to reduce restoration works and improve construction efficiencies.

Until these decisions have been made and senior government funding secured, Staff are recommending that Council approve the 2019 DC Study. Regardless, there will be transportation needs to service growth in the north and west and the DC Background Study can be adjusted later, if necessary, once these needs are confirmed. This is consistent with the approach that the DC Study is an implementation tool rather than a big picture planning tool.

NEXT STEPS

Upon approval of the DC Background Study and By-law by Council, the new DC By-law will become effective August 4, 2019. Once the By-law becomes effective, there are a number of administrative tasks that will need to be completed, such as implementing the new DC rates, publishing a DC pamphlet within 60 days after the By-law comes into force and effect (*Development Charge Act* requirement) and working to align the growth component of the 2020-2023 multi-year budget with the 2019 DC Study.

It should be noted that any person or organization may appeal a DC By-law to the Local Planning Appeal Tribunal within 40 days of Council passing the By-law. The notice of appeal must set out the objection to the By-law and the reasons supporting the objection.

CONCLUSION

The 2019 DC Background Study was posted on the City website on February 25th for public review and a Public Participation Meeting was held on March 25, 2019 in order to receive public input. The 2019 DC By-law (Appendix B) allows the municipality to recover funds that support forecasted growth servicing costs over the next 20 years. The current DC By-law is set to expire on August 3, 2019. Approval of the 2019 DC Background Study and By-law will allow the municipality to continue to collect DCs to support the growth needs of the City.

PREPARED BY:	PREPARED BY:
JASON SENESE, CPA, CGA, MBA MANAGER, DEVELOPMENT FINANCE	KEVIN EDWARDS, MCIP, RPP MANAGER, DEVELOPMENT FINANCE
SUBMITTED BY:	CONCURRED IN BY:
PAUL YEOMAN, RPP, PLE DIRECTOR, DEVELOPMENT FINANCE	ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES & CITY TREASURER, CHIEF FINANCIAL OFFICER
RECOMMENDED BY:	
GEORGE KOTSIFAS, P.ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL	

**APPENDIX A
PROPOSED 2019 DEVELOPMENT CHARGE RATES**

Service Component:		Single & Semi Detached (per dwelling unit)	Rowhousing (per dwelling unit)	Apartments with < 2 bedrooms (per dwelling unit)	Apartments with > = 2 bedrooms (per dwelling unit)	Commercial (per sq. m. of gross floor area)	Institutional (per sq. m. of gross floor area)	Industrial (per sq. m. of gross floor area)
City Services (Existing)	Fire	\$ 78.74	\$ 53.25	\$ 34.83	\$ 47.19	\$ 0.62	\$ 0.33	\$ 0.05
	Police	\$ 524.66	\$ 354.82	\$ 232.06	\$ 314.46	\$ 3.52	\$ 1.77	\$ 0.34
	Corporate Growth Studies	\$ 539.40	\$ 364.79	\$ 238.58	\$ 323.30	\$ 4.14	\$ 2.52	\$ 2.10
	Library	\$ 127.35	\$ 86.12	\$ 56.33	\$ 76.33	\$ -	\$ -	\$ -
	Parks & Recreation	\$ 3,506.39	\$ 2,371.31	\$ 1,550.90	\$ 2,101.59	\$ -	\$ -	\$ -
	Transit	\$ 235.90	\$ 159.53	\$ 104.34	\$ 141.39	\$ 2.69	\$ 1.36	\$ 0.58
	Roads	\$ 15,336.90	\$ 10,372.07	\$ 6,783.63	\$ 9,192.31	\$ 158.36	\$ 96.68	\$ 66.82
	Wastewater	\$ 3,794.55	\$ 2,566.18	\$ 1,678.36	\$ 2,274.30	\$ 24.51	\$ 13.86	\$ 48.19
	Stormwater	\$ 6,868.28	\$ 4,644.89	\$ 3,037.89	\$ 4,116.56	\$ 63.91	\$ 38.75	\$ 69.08
	Water Distribution	\$ 1,624.46	\$ 1,098.59	\$ 718.51	\$ 973.63	\$ 18.57	\$ 11.54	\$ 17.95
City Services (New)	Operation Centres	\$ 271.93	\$ 183.90	\$ 120.28	\$ 162.99	\$ 2.42	\$ 1.47	\$ 1.03
	Waste Diversion	\$ 227.23	\$ 153.67	\$ 100.51	\$ 136.19	\$ -	\$ -	\$ -
Total Rates	TOTAL RATE - City Services and Urban Works (applied within the Urban Growth Area)	\$ 33,135.79	\$ 22,409.14	\$ 14,656.21	\$ 19,860.23	\$ 278.74	\$ 168.29	\$ 206.15
	TOTAL RATE - City Services (Rural Rate) (applied outside of the Urban Growth Area)	\$ 20,848.51	\$ 14,099.47	\$ 9,221.45	\$ 12,495.74	\$ 171.76	\$ 104.14	\$ 70.92

Subject to rounding

APPENDIX B
PROPOSED 2019 DEVELOPMENT CHARGES BY-LAW

Bill No. _____
2019

By-law C.P.- _____ - _____

A By-law respecting the payment of Development Charges.

WHEREAS the *Development Charges Act, 1997* S.O. 1997, c.27, as amended authorizes By-laws of the council of a municipality for the imposition of Development Charges against land to pay for increased capital costs required because of increased needs for services arising from Development of the area to which the By-law applies.

THEREFORE the MUNICIPAL COUNCIL of The Corporation of the City of London hereby enacts as follows:

DEVELOPMENT CHARGES BY-LAW

PART I

INTERPRETATION

1. Definitions

In this By-law, unless a contrary intention appears,

"Accessory use" means the part of a Development that is incidental, subordinate and exclusively devoted to the principal use;

"Agricultural use" means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock, raising of other animals for food, fur or fibre, including poultry and fish, aquaculture, apiaries, agro-forestry, maple syrup production, and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value-retaining facilities, and accommodation for full-time farm labour when the size and nature of the operation requires additional employment, but excluding in all circumstances any residential or commercial component thereof;

"Arterial" refers to street classifications of Rapid Transit Boulevard, Urban Thoroughfare, Civic Boulevard, Main Street and Rural Thoroughfare in the Council-adopted London Plan;

"Apartment" means a residential building, divided vertically and/or horizontally, containing two or more Dwelling units each of which has an independent entrance either directly from the outside or through a common corridor, hallway or vestibule, and does not include Rowhousing or Semi-detached dwellings;

"Built Area" means the Built Area existing from time to time as identified in the City's Official Plan as approved and identified on Schedule 3;

"Chief Building Official" means the individual appointed by Municipal Council in accordance with the *Building Code Act*;

"City" means the Corporation of the City of London;

"City Engineer" means individual holding the title of City Engineer in accordance with the City's Civic Administration By-law;

"City Services" are services that serve, in whole or in part, growth needs which are normally constructed or provided by the City or its Boards or Commissions, including, but not limited to Roads, Wastewater, Stormwater, Water, Fire, Police, Library, Waste Diversion, Operation Centres, Parks and Recreation, Transit and Growth Studies;

"City Services Reserve Fund" (CSRF) means any one of several reserve funds used as a depository for collection of Development Charges and as a funding source for growth works and administered in accordance with the *Development Charges Act*;

“City Treasurer” means the individual appointed by Municipal Council in accordance with the Municipal Act, 2001;

“Claim” may represent an Owner request for reimbursement from a Development Charge reserve fund or a draw made on the City Services Reserve Fund all in accordance with the provisions made for such work in the Development Charges Background Study and the provisions of this By-law;

“Commercial Building” is a building used for:

- (a) Office or administrative uses, including the practice of a profession, or the carrying on of a business or occupation or where most of the activities in the building provide support functions to an enterprise in the nature of trade, and for greater certainty shall include, but not be limited to, the office of a physician, lawyer, dentist, architect, engineer, accountant, real estate or insurance agency, veterinarian, surveyor, appraiser, contractor, builder, land Owner, employment agency, security broker, mortgage company, medical clinic; or
- (b) Retail purposes including activities of offering foods, wares, merchandise, substances, articles or things for sale or rental directly to the public and includes offices and storage within the same building, which support, are in connection with, related or ancillary to such uses, or activities providing entertainment and recreation. Retail purposes shall include but not be limited to: conventional restaurants; fast food restaurants; night clubs, concert halls, theatres, cinemas, movie houses, and other entertainment related businesses; automotive fuel stations with or without service facilities; special automotive shops/vehicle repairs/collision services/car or truck washes; vehicle dealerships; commercial truck service establishments, regional shopping centres; community shopping centres; neighbourhood shopping centres, including more than two stores attached and under one ownership; department/discount stores; banks and similar financial institutions, including credit unions (excluding freestanding bank kiosks), money handling and cheque cashing facilities; warehouse clubs or retail warehouses; Food stores, pharmacies, clothing stores, furniture stores, department stores, sporting goods stores, appliance stores, garden centres (but not a garden centre defined as exempt under section 35 of this By-law), government owned retail facilities, private daycare, private schools, private lodging and retirement homes, private recreational facilities, sports clubs, golf courses, skiing facilities, race tracks, gambling operations, funeral homes, motels, hotels, restaurants, theatres, facilities for motion picture, audio and video production and distribution, sound recording services, Passenger stations and depots, Dry cleaning establishments, Laundries, establishments for commercial self-service uses, automotive recycling/wrecking yards, kennels;

“Committed Financing” is the funding that has been assigned to the respective growth capital project for works where a contractor/consultant has been engaged and a cost estimate is known;

"Development" means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of changing the size or usability thereof, and includes all enlargement of existing Development which creates new Dwelling units or additional Non-residential space and includes work that requires a change of use building permit as per Section C.1.3.1.4 of the Ontario Building Code; and "Redevelopment" has a corresponding meaning;

"Development Agreement” means an agreement between the City and an Owner required as a condition of an approval under Sections 41, 51 or 53 of the Planning Act and Section 9 of the Condominium Act entered into prior to the date this By-law comes into effect;

"Development Charge" means any Development Charge that may be imposed pursuant to this By-law under the *Development Charges Act*;

"Dwelling unit" means a suite operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities;

“First storey” is defined as the storey that has its floor closest to grade and its underside of finished ceiling more than 1.8m above the average grade;

"Force majeure" means any act of God, any act of the Queen's enemies, wars, blockades, insurrections, riots, civil disturbances, landslides, lightening, earthquakes, storms, floods, washouts, fires, or explosions;

"Gross floor area" means the total floor space, measured between the outside of exterior walls or between the outside of exterior walls and the centre line of party walls dividing the building from another building, of the First storey and all storeys or part of storeys (including mezzanines) above the First storey;

"Growth Management Implementation Strategy" (GMIS) is the strategy adopted by Council that provides a framework for the timing and locating of future infrastructure works required to serve growth;

"Industrial building" is a building used for:

- (a) manufacturing, producing, fabricating, assembling, compounding or processing of raw materials, goods, component parts or ingredients where the physical condition of such materials, goods, parts or components is altered to produce a finished or semi-finished tangible product, or the packaging, crating, bottling, of semi-processed goods or materials, but not including any of these activities where they primarily serve retail purposes to the general public;
- (b) storing or distributing something derived from the activities mentioned in a) above and for greater certainty, shall include the operation of a truck terminal, warehouse or depot and does not include self-storage warehousing for use by the general public or retail sales associated with the goods stored or distributed, or accessory storage of a Commercial Building;
- (c) research or development in connection with activities mentioned in (a) above;
- (d) retail sales of goods produced by activities mentioned in section a) at the site where the manufacturing, producing or processing from raw materials or semi-processed goods takes place and for greater certainty, includes the sale of goods or commodities to the general public where such sales are accessory or secondary to the Industrial use, and does not include the sale of goods or commodities to the general public through a warehouse club;
- (e) office or administrative purposes, if they are carried out:
 - i. with respect to the activity mentioned in section (a), and
 - ii. in or attached to the building or structure used for activities mentioned in section a) and
 - iii. for greater certainty, shall include an office building located on the same property as, and used solely to support, the activities mentioned in section a);
- (f) a business that stores and processes data for retrieval, license or sale to end users and are on lands zoned for Industrial uses;
- (g) businesses that develop computer software or hardware for license or sale to end users that are on lands zoned for Industrial uses; or
- (h) and Industrial Use shall have the corresponding meaning;

"Institutional building" is a building used for or designed or intended for use by:

- (a) a government entity, not in the nature of trade;
- (b) an organized body, society or religious group promoting a public or non-profit purpose and shall include but not be limited to: public hospitals, schools, churches and other places of worship, cemetery or burial grounds, a college established under the *Ontario Colleges of Applied Arts and Technology Act*, a university as defined in section 171.1 of the *Education Act*, other buildings used for not-for-profit purposes defined in, and exempt from taxation under, section 3 of the *Assessment Act*;
- (c) and Institutional Use shall have the corresponding meaning;

“Lawfully demolished” means a residential or Non-residential building that was demolished according to the provisions of a demolition permit or due to a Force majeure;

“Lawfully existing” with reference to a Dwelling unit means a Dwelling unit:

- (a) that is not prohibited by a By-law passed under section 34 of the *Planning Act* or a predecessor of that section; or
- (b) that is a legal non-conforming use; or
- (c) that is allowed by a minor variance authorized under section 45 of the *Planning Act* or a predecessor of that section;

"Mixed Use Development" means a Development, building or structure used, designed or intended for any combination of Residential, Commercial, Institutional or Industrial uses;

“Non-residential” means a Commercial, Institutional or Industrial use but excludes Agricultural use”;

“Nursing Home” means a building which has been built using the long term care facility design and service standards established by the Ministry of Health and Long Term Care, in which rooms or lodging are provided for hire or pay in conjunction with the provision of meals in a designated dining area, personal care 24 hours per day, 7 days per week, nursing services and medical care and treatment, and for purposes of this By-law is deemed to be a Residential use where three beds are equivalent to a two bedroom Apartment unit;

“Official Plan” means the in-force and effect policies of either the 1989 City of London Official Plan or the London Plan, as may be amended from time to time;

"Owner" means the registered Owner of the property and includes the authorized agent in lawful control of the property;

"Parking structure" means an attached or detached building or structure or part thereof,

- (a) that is used principally for the purpose, whether or not for profit, of providing parking space to the general public for a fee; or
- (b) that provides parking space in connection with the use for Residential, Commercial, Industrial or Institutional purposes or any combination thereof of any attached or detached building or structure or part thereof;

“Reserve funds” means the reserve funds, new and continued, under section 21 of this By-law;

“Rowhousing” means a building divided vertically into three or more attached Dwelling units by common walls;

"Semi-detached dwelling" means a building which contains two single Dwelling units which are attached vertically by a common wall;

"Single detached dwelling" means a residential building consisting of one Dwelling unit and not attached to another building or structure;

“Single Source” means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications;

“Source of Financing” means a schedule (or report) issued by the City's Finance Division outlining the source of funding for capital work triggered by Development;

“Statistics Canada Index” means the Statistics Canada Quarterly Construction Price Index, Non-residential (Toronto);

“Temporary garden suite” means a one-unit detached residential structure containing bathroom and kitchen facilities that is ancillary to an existing residential Dwelling structure;

"Urban Growth Area" (UGA) means the Urban Growth Area existing from time to time as identified in the City's Official Plan as approved and identified on Schedule 3;

“**Wastewater**” means sanitary sewage including human, commercial and industrial waste, septic waste and greywater and such other matter or substances as is specified by regulations made under clause 75(1)(j) of the Ontario Water Resources Act but does not include Stormwater; and

“**Work Plan**” is a document prepared by an engineering consultant that outlines the various tasks related to an engineering design. The document will outline the associated construction cost estimate for each task and will serve as an upset cost limit for the engineering design assignment.

PART II

RATES AND CALCULATIONS

2. Owner to Pay Development Charge

The Owner of any land in the City of London who develops or redevelops the land or any building or structure thereon shall, at the time mentioned in section 4, pay Development Charges to the City calculated in accordance with the applicable rate or rates in Schedule 1 as described in section 7.

3. Mixed Use Development

- (1) Where the Development of land, or any building or structure thereon is a Mixed Use Development, the Chief Building Official (or designate) shall determine the total Development Charge payable according to the sum of the Development Charges payable on the individual uses.
- (2) The Development Charge on an Accessory use to the principal use of a building shall be determined in accordance with the charges applicable to the principal use, unless the Accessory use is specifically exempted elsewhere in this By-law.

4. Calculation of Development Charge and Time of Payment

A Development Charge under section 2 shall be calculated,

- (1) where a permit is required under the *Building Code Act* in relation to a building or structure, at the time of the issuance of a permit; and
- (2) where no permit is required under that Act for the Development or Redevelopment of the land or any building or structure thereon, at the time of commencing the Development or Redevelopment;

and the Owner shall pay the Development Charge at the earlier of the issuance of the permit or at the commencement of Development or Redevelopment.

5. City Hall Year-end Closure – Deemed Receipt of Application

Where a building permit application is submitted to the Chief Building Official after the close of business prior to the holiday break being the period generally between December 24 and December 31 each year, then the application shall be deemed to be received in the new year.

6. Calculation Form

A calculation form shall be as established by the Chief Building Official in consultation with the City Treasurer, from time to time, to record details of the Development Charge calculation for each building permit application.

7. Development Charge Rates Commencing August 4, 2019

On and after August 4, 2019, Development Charges designated in Schedule 1 shall be levied for the uses of land, buildings or structures as defined in section 1 at the total of the rates shown.

8. Development Charge Rates – January 1, 2020 and beyond

- (1) On January 1, 2020 and the first day of January in each year thereafter, Development Charges designated in Schedule 1 shall be levied for the uses of land, buildings or structures as defined in section 1 at the total of the rates shown as adjusted using the following formula:

$$A \times \frac{C}{B} = D$$

Where:

- A = the rate shown in Schedule 1;
- B = the Statistics Canada Index (see Definitions) for the quarter ending, December, 2018;
- C = the Statistics Canada Index for the latest month for which the Index is available (likely the index for the quarter ending in September) in the year preceding the subject year; and
- D = the rate for the subject year.

- (2) Every rate derived by adjustment under subsection (1) shall, in the case of residential rates, be correct to the nearest dollar, fifty cents being raised to the next higher dollar, and, in the case of Non-residential rates, be correct to the nearest cent.

9. Allocation of Charge To Reserve Funds

Each Development Charge for City Services received by the City shall be paid into a Reserve fund for each component identified in Schedule 1 as described in section 7 and shall be apportioned according to the proportion that each service component of the rate is of the total rate.

10. Additional Units In Enlarged or Converted Residential Building

Where an existing residential building is enlarged or converted for the purpose of residential use, the number of Dwelling units for which a Development Charge is payable shall be calculated using the following formula:

$$A - B = C$$

Where:

- A = the total number of Dwelling units actually existing after the enlargement or conversion;
- B = the number of Dwelling units Lawfully existing immediately before the enlargement or conversion; and
- C = the number of Dwelling units for which a Development Charge is payable, a negative difference being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a residential building or structure prior to its enlargement or conversion, that component of the Development Charge shall be excluded from the rate applied in item B above.

11. Residential Building Converted To Non-Residential Use

Where, in conjunction with a change from a residential use to a Non-residential use, an existing building or structure is enlarged or wholly or partially converted, the Development Charge which is payable shall be calculated using the following formula:

$$A - B = C$$

Where:

- A = the Development Charge that would be payable for the Non-residential use at the current rate in respect of the area involved in the enlargement or conversion;
- B = the Development Charge that would be payable at the current rate in respect of the Lawfully existing Dwelling units eliminated by the enlargement, conversion or replacement; and
- C = the Development Charge payable in respect of the area involved in the enlargement or conversion, a negative difference being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a residential building or structure prior to its conversion, that component of the Development Charge shall be excluded from the rate applied in item B above.

12. Non-Residential Building Converted To Residential Use

Where, in conjunction with a change to a residential use from a Non-residential use, an existing building or structure is enlarged or wholly or partially converted, the Development Charge which is payable shall be calculated using the following formula:

$$A - B = C$$

Where:

- A = the Development Charge that would be payable at the current rate in respect of the Dwelling units comprising the Gross floor area existing after the enlargement or conversion;
- B = the Development Charge that would be payable at the current rate in respect of the previous Lawfully existing Non-residential Gross floor area involved in the enlargement, conversion or replacement; and
- C = the Development Charge payable in respect of the successor residential units, a negative number being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a Non-residential building or structure prior to its conversion, that component of the Development Charge shall be excluded from the rate applied in item B above.

13. Conversion From One Form Of Non-Residential Use To Another Form Of Non Residential Use

Where in conjunction with a change from one form of Lawfully existing Non-residential use to another form of Non-residential use, a Lawfully existing building or structure is wholly or partially converted, no Development Charge will be imposed on the existing Non-residential Gross floor area so converted. However, if there is a conversion plus expansion of a Non-residential use to another form of Non-residential use, the applicable Development Charges would be imposed on the expansion.

Notwithstanding the above, where the building permit for the Non-residential building for which the use is being converted was issued within the past ten (10) years and where the applicant for that permit was not required to pay a Development Charge by virtue of a tax supported program, discount or exemption that reduced or eliminated Development Charges otherwise payable at the time of the permit, the Owner shall pay the portion funded by a taxpayer supported program, discount or exemption at the current rate at the time of issuance of the building permit, and the same shall be returned to the original City funding source (i.e. Reserve fund or General fund) by the City Treasurer, in cooperation with the Chief Building Official.

14. Replacement Of Demolished Or Destroyed Non-Residential Premises or Dwelling unit(s) with Dwelling units

- (1) In this section and section 15, "specified period" means the period of time that is up to ten (10) years prior to the application for a building permit for a replacement building, except in the Downtown and Old East Areas identified on Schedule 2, in which case, the "specified period" means the period of time that is up to twenty (20) years prior to the application for a building permit for replacement Dwelling units.
- (2) Where a Lawfully existing Non-residential premises ("former premises") or Dwelling unit, is destroyed by a Force majeure or accidental fire, or is Lawfully demolished or removed, the Development Charge payable in respect of a replacement Dwelling unit that is to be constructed, erected or placed on the site of the former Non-residential premises or Dwelling unit shall be calculated using the following formula, so long as the former Non-residential premises or Dwelling unit was destroyed, demolished or removed during the specified period:

$$A - B = C$$

Where:

- A = the Development Charge that, were it not for this section, would otherwise be payable at the current rate in respect of the replacement Dwelling unit(s);
- B = the Development Charge that would be payable at the current rate in respect of the Non-residential premises or former Dwelling unit(s) (by using the applicable rate for the particular type of unit destroyed, demolished or removed) if that Non-residential premises or Dwelling unit(s) were currently being constructed, erected or placed for the first time; and
- C = the Development Charge payable in respect of the successor building or Dwelling unit, a negative number being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a Non-residential premises or Dwelling units prior to its demolition, that component of the Development Charge shall be excluded from the rate applied in item B above.

15. Replacement of Demolished or Destroyed Non-Residential Premises or Dwelling unit(s) with Non- Residential Premises

Where Non-residential premises ("former premises") or Dwelling units are destroyed by a Force majeure or accidental fire, or are Lawfully demolished or removed, the Development Charge payable in respect of replacement Non-residential premises that are constructed, erected or placed on the site of the former premises shall be calculated using the following formula so long as the former premises were destroyed, demolished or removed during the specified period:

$$A - B = C$$

Where:

- A = the Development Charge that, were it not for this section, would otherwise be payable at the current rate in respect of the Gross floor area of the replacement Non-residential premises;
- B = the Development Charge that would be payable at the current rate in respect of the former Non-residential premises or former Dwelling units (by using the applicable rate for the particular type of Non-residential premises or Dwelling units destroyed, demolished or removed), as the case may be, as if those premises or Dwelling units were currently being constructed, erected or placed for the first time; and
- C = the Development Charge payable in respect of the successor premises, a negative number being converted to zero.

Where a service is not provided (e.g. water or Wastewater) to a Non-residential premises or Dwelling units prior to its demolition, that component of the Development Charge shall be excluded from the rate applied in item B above.

16. Phased Building Replacement – prohibition against duplicate use of demolition credit

For greater clarity, the calculation of Redevelopment credits provided in sections 14 and 15 of this By-law (item B in the formulas in those sections) can only be applied once to the construction of replacement buildings on the site of a former Lawfully demolished or replaced unit or Non-residential premises. For the purposes of sections 14 and 15 above, when the first building that replaces a demolished building (the value B exceeds A) the excess can be referred to as “surplus Redevelopment credit.” In the event of subsequent building construction on the same site of a former Lawfully demolished or replaced unit or Non-residential premises, only the value of any surplus Redevelopment credits may be used as item B in the formula derived from the calculation of Development Charges under sections 14 or 15 of this By-law. This may be repeated only until the entire value of the surplus demolition credit has been used up. This provision limits the total demolition credit applied to all charges to the value of the demolition credit on the original building demolished. All of the above is also subject to the restriction that any replacement buildings on the site be built within the specified period as defined in section 15.

17. Building Replacement Prior to Demolition

Where a building or structure (“former premises”) is replaced by another building or structure on the same site prior to demolition of the former premises, the Owner of the building or structure who has paid a Development Charge on the construction of the replacement building may submit a request to the Chief Building Official for a refund from the Development Charge Reserve funds for all or part of the Development Charge paid under this By-law, or a predecessor By-law. The refund shall be granted so long as:

- (1) the former premises is Lawfully demolished or removed from the land within thirty six (36) months from the date the interior final inspection process has been closed by the Chief Building Official or an occupancy permit has been issued where applicable for the replacement building or structure; and
- (2) the replacement building uses the existing municipal services which serviced the former premises.

The refund shall be calculated by determining the Development Charge that would be payable at the current rate in respect of the former premises (by using the applicable current rate for the particular type of Non-residential premises or Dwelling units demolished) as if those former premises were currently being constructed, erected or placed for the first time.

18. Demolition or Removal of Temporary Buildings

Where a building or structure is demolished or removed in its entirety from the land on which it is located within twenty-four months (24) from the date of issuance of the building permit for the construction, erection or placing of the building or structure at such location, the Owner of the building or structure may submit a request to the Chief Building Official for refund from the Reserve funds, of the amount paid at the issuance of the building permit toward all or part of the Development Charge paid under section 2 of this By-law or a predecessor of that section.

19. Revocation or Cancellation of Building Permit

Where, upon the application for a building permit or the issuance of a building permit, an amount is paid toward all or part of the Development Charge payable under section 2 of this By-law or a predecessor of that section, that amount is to be refunded in the event that the application for the building permit is abandoned or the building permit is revoked or surrendered.

PART III
RESERVE FUNDS

20. Purpose of the Reserve Funds

The money in the Reserve funds shall be used by the City toward the growth-related portion of capital costs incurred in providing the services listed in Schedule 1 as described in section 7.

21. Reserve Funds – New and Continued

- (1) Ten Reserve funds established by By-law C.P. 1496-244, one for each of the City Service categories shown in Schedule 1 as described in section 7, are hereby continued;
 - (a) The City Treasurer is hereby authorized to transfer the balances and commitments of the City Services Reserve Fund existing on termination of the predecessor Development Charge By-law, as amended, to the respective funds continued under this By-law;
- (2) Two new Reserve funds entitled 'Waste Diversion' and 'Operation Centres' are hereby established for the purpose of administering revenues collected and expended on capital works related to these services as described in the 2019 Development Charges Background Study.

22. Composition of Reserve Funds

- (1) Money deposited into the thirteen Reserve funds referred to in sections 21 may include,
 - (a) the portion relating to each service component of a Development Charge for City Services paid to the City mentioned in Schedule 1 as described in section 7 of this By-law; and
 - (b) interest earnings derived through the investment of the money deposited in the Fund as part of the City's cash management program.

23. Claims for Oversized Works

Re-imbursement for Owner constructed oversizing works shall be in accordance with the provisions of Schedule 4. No payment shall be made from the City Services Reserve Fund and no credit under section 38 of the *Development Charges Act* shall be given except as provided for in an agreement entered into pursuant to the *Planning Act* or the *Development Charges Act*.

24. Reserve Funds for the Purpose of Funding Development Charge Exemptions

- (1) The City Treasurer is authorized to establish such Reserve funds as are deemed necessary for the purpose of financing an exemption under this By-law.
- (2) The Chief Building Official shall, in respect of every building permit issued for any Development Charge otherwise payable but for which an exemption is permitted under this By-law, provide such information from time to time as may be required by the City Treasurer regarding the Development Charges that would have been paid were it not for the exemption.
- (3) The City Treasurer is authorized to transfer from time to time from the Reserve funds mentioned in subsection (1) to the Reserve funds established and continued under section 21 an amount in respect of the Development Charges mentioned in subsection (2) and, in so doing, the City Treasurer shall have regard to the amounts and proportions referred to in section 9 of this By-law.
- (4) The City Treasurer shall provide in the annual estimates of the City such sums as may be considered necessary to make the transfers mentioned in subsection (3), noting that the contributions for any single Development shall be financed over a period of not more than ten years.
- (5) Money deposited in the Reserve fund or funds mentioned in subsection (1) may include,

- (a) the amount provided in the annual estimates mentioned in subsection (4); and
 - (b) interest earnings derived through the investment of the money deposited in the fund or funds as part of the City's cash management program.
- (6) The money withdrawn from the Reserve funds mentioned in subsection (1) shall be used only for the purpose of transfers to the Reserve funds, under subsection (3).

PART IV

COMPLAINTS

25. Corporate Services Committee to Hear Complaints

The Corporate Services Committee is hereby appointed pursuant to section 23.1 of the *Municipal Act, 2001* to act in the place and stead of Council to deal with complaints under section 20 of the *Development Charges Act*.

26. Grounds of Complaint

An Owner may complain in writing to the Corporate Services Committee (with a copy provided to the Chief Building Official) upon such grounds as are established by and in accordance with the *Development Charges Act* in respect of the Development Charge imposed by the City

- (1) that the amount of the Development Charge was incorrectly determined;
- (2) whether a credit is available to be used against the Development Charge, or the amount of the credit or the service with respect to which the credit was given, was incorrectly determined; or
- (3) that there was an error in the application of this By-law.

27. When Complaint to be Made

A complaint may not be made under section 26 later than ninety (90) days after the day the Development Charge, or any part of it, is payable.

28. Particulars of Complaint

The complaint must be in writing, must state the complainant's name, the address where notices can be given to the complainant and the reasons for the complaint, which reasons shall be consistent with section 27.

29. Hearing

The Corporate Services Committee shall hold a hearing into the complaint and shall give the complainant an opportunity to make representations at the hearing.

30. Notice of Hearing

The Clerk of the municipality shall mail a notice of the hearing to the complainant at least fourteen (14) days before the hearing.

31. Determination by Council

After hearing the evidence and submissions of the complainant, the Corporate Services Committee shall as soon as practicable make a recommendation to Council on the merits of the complaint and Council may,

- (1) dismiss the complaint; or
- (2) rectify any incorrect determination or error that was the subject of the complaint.

32. Notice of Decision

The Clerk of the municipality shall mail to the complainant a notice of the Council's decision, and of the last day for appealing the decision, which shall be the day that is forty (40) days after the day the decision is made. The notice required under this section must be mailed not later than twenty (20) days after the day the Council's decision is made.

PART V

EXEMPTIONS AND EXCEPTIONS

33. City And School Boards Exempt

(1) In accordance with the *Development Charges Act*, no land is exempt from a Development Charge by reason only that it is exempt from taxation under section 3 of the *Assessment Act*, 1997, with the following exceptions:

- (a) land owned by and used for the purposes of City; and
- (b) land owned by and used for the purposes of a board as defined in subsection 1(1) of the *Education Act*.

(2) For the purpose of subsection (1)(a), land owned by and used for the purposes of the City shall include lands owned by the City and used for the purposes of:

- (a) The London Public Library Board;
- (b) The Covent Garden Market Corporation;
- (c) The London Convention Center Corporation;
- (d) The London Transit Commission; or
- (e) London Police Service.

34. Certain Developments Exempt

No Development Charge under section 2 is payable where the Development or Redevelopment;

- (1) is an enlargement of an existing Dwelling unit;
- (2) creates one or two additional Dwelling units in an existing Single detached dwelling if the total Gross floor area of the additional Dwelling unit or units does not exceed the Gross floor area of the Dwelling unit already in the building;
- (3) creates one additional Dwelling unit in a Semi-detached or Rowhousing Dwelling if the Gross floor area of the additional Dwelling unit does not exceed the Gross floor area of the Dwelling unit already in the building;
- (4) creates one additional Dwelling unit in any existing residential building other than a Single detached dwelling, a Semi-detached dwelling or a Rowhousing Dwelling if the Gross floor area of the additional Dwelling unit does not exceed the Gross floor area of the smallest Dwelling unit already in the building;
- (5) creates one Dwelling unit contained within an accessory building per parcel if the Gross floor area of the additional Dwelling unit does not exceed the Gross floor area of the primary Dwelling unit located on the parcel;
- (6) is a parking building or structure;
- (7) is a bona fide Non-residential farm building used for an Agricultural use;
- (8) is a structure that does not have municipally provided water and Wastewater facilities and that is intended for seasonal use only; or
- (9) is a 'Temporary garden suite' installed in accordance with the provisions of the *Planning Act*, as amended;

35. Industrial Use Exemptions

In accordance with the *Development Charges Act*, and except as exempted under part (b) below, if a Development includes the enlargement of the Gross floor area of an existing Industrial building, the amount of the Development Charge that is payable in respect of the enlargement is determined in accordance with this section.

- (1) For the purpose of this section, the term “existing Industrial building” shall have the same meaning as that term has in the Regulation made pursuant to the *Development Charges Act*.
- (2) If the Gross floor area of an existing Industrial building is enlarged by 50 per cent or less, the amount of the Development Charge in respect of the enlargement is zero.
- (3) If the Gross floor area of an existing Industrial building is enlarged by more than 50 per cent, the amount of the Development Charge in respect of the enlargement is the amount of the Development Charge that would otherwise be payable multiplied by the fraction determined as follows:
 - (a) Determine the amount by which the enlargement exceeds 50 per cent of the Gross floor area before the enlargement.
 - (b) Divide the amount determined under paragraph 1 by the amount of the enlargement.
- (4) For greater certainty in applying the exemption in this section, the Gross floor area of an existing Industrial building is enlarged where there is a bona fide increase in the size of the existing Industrial building, the enlarged area is attached to the existing Industrial building, there is a direct means of ingress and egress from the existing Industrial building to and from the enlarged area for persons, goods and equipment and the existing Industrial building and the enlarged area are used for or in connection with an industrial purpose as set out in Regulation made pursuant to the *Development Charges Act*. Without limiting the generality of the foregoing, the exemption in this section shall not apply where the enlarged area is attached to the existing Industrial building by means only of a tunnel, bridge, canopy, corridor or other passageway, or through a shared below-grade connection such as a service tunnel, foundation, footing or parking facility.
- (5) The exemption for an existing Industrial building provided by this section shall be applied up to a maximum of 50 percent of the Gross floor area before the first enlargement for which an exemption from the payment of Development Charges was granted pursuant to this By-law or any previous Development Charges By-law of the City made pursuant to the *Development Charges Act* or its predecessor legislation.

36. City Services Reserve Fund – Institutional Discount

Development Charges identified on Schedule 1 as described in section 7 shall be reduced by 50% with respect to the following:

- (1) lands, buildings or structures used or to be used for a public hospital as defined under the *Public Hospitals Act*, and used for the purposes set out in the Act;
- (2) lands, buildings or structures that are exempt from taxation under the enabling legislation of a college established under the *Ontario Colleges of Applied Arts and Technology Act* or a university as defined in section 171.1 of the *Education Act*, and used for the purposes set out under such enabling legislation;
- (3) lands, buildings or structures used or to be used for a place of worship or for the purposes of a cemetery or burial ground; and
- (4) other land, buildings or structures used for not-for-profit purposes defined in, and exempt from taxation under, section 3 of the *Assessment Act*.

37. Development Outside Urban Growth Area

Where a Development occurs outside the Urban Growth Area as shown in Schedule 3 to this By-law, the Development Charge payable under section 2 with respect to rates in section 7 shall

exclude the following rate service components identified in Schedule 1 as described in section 7: Wastewater, Water Distribution and Stormwater.

PART VI

TRANSITIONAL

38. Permit Applications Submitted on or before August 3, 2019

Notwithstanding section 4, where a permit required under the *Building Code Act* in relation to a building or structure has been submitted on or before August 3 2019, a Development Charge under section 2 shall be calculated at the time of the application for the permit.

PART VII

MISCELLANEOUS

39. Administration of By-law

- (1) The administration of this By-law, except as otherwise provided in this section, is assigned to the Chief Building Official.
- (2) The administration of Part III is assigned to the City Treasurer.

40. Former By-laws Repealed

By-law C.P. – 1496-244 of the Corporation of the City of London, respecting Development Charges is hereby repealed effective August 4, 2019.

41. Commencement

This By-law comes into force on August 4, 2019 or, in the event of an appeal pursuant to the *Development Charges Act*, in accordance with that Act.

PASSED in Open Council on _____, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – _____, 2019
2019 Second Reading – _____, 2019
Third Reading – _____, 2019

SCHEDULE 1
to By-law C.P.- _____ - _____
Development Charge Rates
2019 \$ - Section 8 and 37

Service Component:		Single & Semi Detached (per dwelling unit)	Rowhousing (per dwelling unit)	Apartments with < 2 bedrooms (per dwelling unit)	Apartments with > = 2 bedrooms (per dwelling unit)	Commercial (per sq. m. of gross floor area)	Institutional (per sq. m. of gross floor area)	Industrial (per sq. m. of gross floor area)
City Services (Existing)	Fire	\$ 78.74	\$ 53.25	\$ 34.83	\$ 47.19	\$ 0.62	\$ 0.33	\$ 0.05
	Police	\$ 524.66	\$ 354.82	\$ 232.06	\$ 314.46	\$ 3.52	\$ 1.77	\$ 0.34
	Corporate Growth Studies	\$ 539.40	\$ 364.79	\$ 238.58	\$ 323.30	\$ 4.14	\$ 2.52	\$ 2.10
	Library	\$ 127.35	\$ 86.12	\$ 56.33	\$ 76.33	\$ -	\$ -	\$ -
	Parks & Recreation	\$ 3,506.39	\$ 2,371.31	\$ 1,550.90	\$ 2,101.59	\$ -	\$ -	\$ -
	Transit	\$ 235.90	\$ 159.53	\$ 104.34	\$ 141.39	\$ 2.69	\$ 1.36	\$ 0.58
	Roads	\$ 15,336.90	\$ 10,372.07	\$ 6,783.63	\$ 9,192.31	\$ 158.36	\$ 96.68	\$ 66.82
	Wastewater	\$ 3,794.55	\$ 2,566.18	\$ 1,678.36	\$ 2,274.30	\$ 24.51	\$ 13.86	\$ 48.19
	Stormwater	\$ 6,868.28	\$ 4,644.89	\$ 3,037.89	\$ 4,116.56	\$ 63.91	\$ 38.75	\$ 69.08
	Water Distribution	\$ 1,624.46	\$ 1,098.59	\$ 718.51	\$ 973.63	\$ 18.57	\$ 11.54	\$ 17.95
	Operation Centres	\$ 271.93	\$ 183.90	\$ 120.28	\$ 162.99	\$ 2.42	\$ 1.47	\$ 1.03
	Waste Diversion	\$ 227.23	\$ 153.67	\$ 100.51	\$ 136.19	\$ -	\$ -	\$ -
	TOTAL RATE - City Services and Urban Works (applied within the Urban Growth Area)	\$ 33,135.79	\$ 22,409.14	\$ 14,656.21	\$ 19,860.23	\$ 278.74	\$ 168.29	\$ 206.15
	TOTAL RATE - City Services (Rural Rate) (applied outside of the Urban Growth Area)	\$ 20,848.51	\$ 14,099.47	\$ 9,221.45	\$ 12,495.74	\$ 171.76	\$ 104.14	\$ 70.92
City Services (New)								
Total Rates								

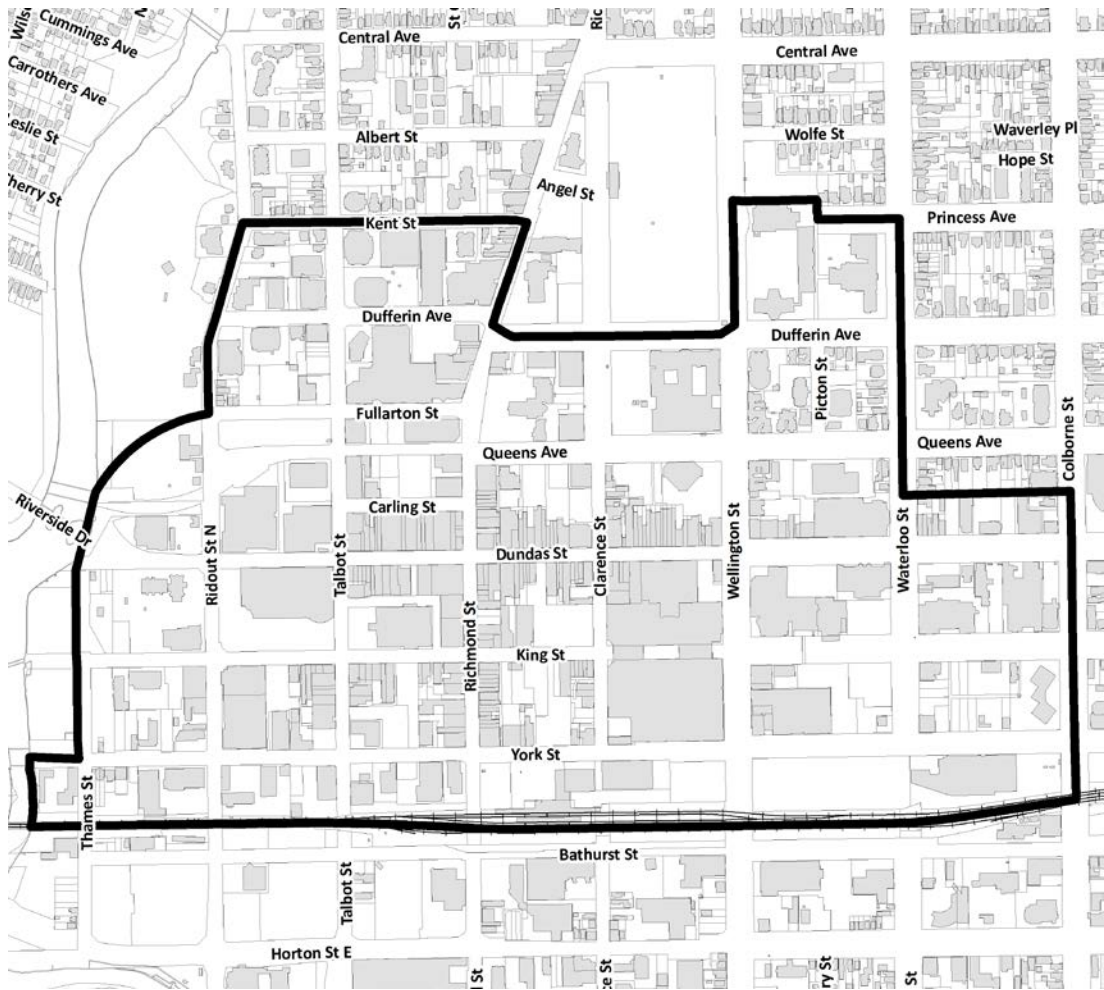
Subject to rounding

IMPORTANT NOTES

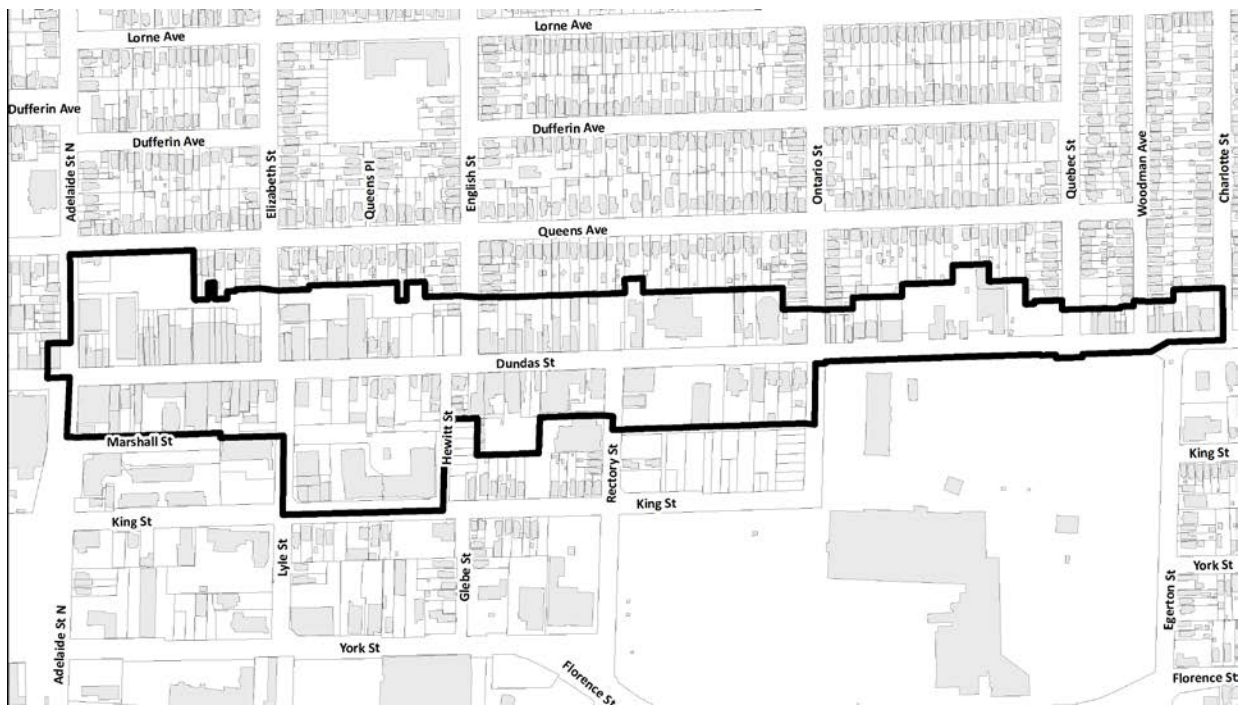
- 1) Section 35 (industrial building additions exemption) shall apply to the calculation of development charges for industrial buildings. See the specific sections for details.
- 2) Section 36 (institutional building discount) shall apply to the calculation of development charges for some institutional buildings. See the specific section for details.

SCHEDULE 2
to By-law C.P.- _____ - _____

DOWNTOWN AREA BOUNDARY –Section 14

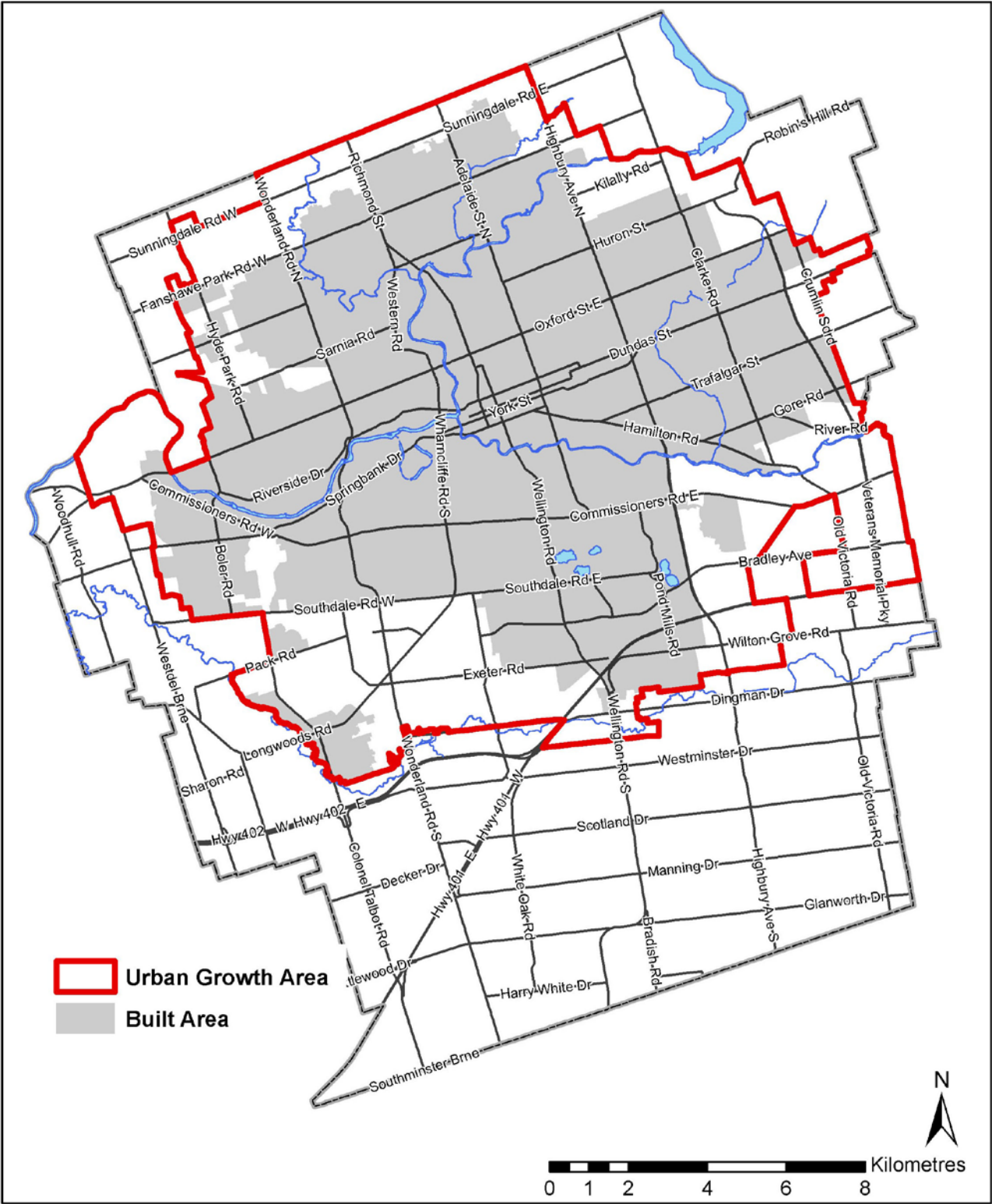


OLD EAST VILLAGE BOUNDARY – Section 14



SCHEDULE 3
to By-law C.P. - _____ - _____

URBAN GROWTH AREA AND BUILT AREA



SCHEDULE 4
To By-law No. C.P.- _____ - ____
CITY SERVICES RESERVE FUND - CLAIMS POLICY

1. GENERAL

1.1. Scope

For all Development projects involving claimable works for which final approval of a Development Agreement was obtained the following policy and rules will apply to the eligibility for and payment of Claims under this By-law.

1.2. Introduction

This policy establishes the guidelines, procedures and requirements relating to the submission and processing of a Claim to the City Services Reserve Fund ("CSRF"). All Claims considered to be complete shall be processed as per the Council approved "Source of Financing" and consistent with provisions of this Schedule.

1.3. Claimability

Any item listed as claimable, subsidizable, or eligible for funding from a Development Charge (DC) reserve fund must also be provided for in the approved DC rate calculations as reflected in the current DC Background Study. To the extent that specific cost sharable works and projects cannot be identified as to location or timing, there should be a contingency provided for in the estimates that is incorporated into the rates.

The ultimate ability to Claim for reimbursement, for work constructed by an Owner shall be subject to authorization to construct the work in the Development Agreement or subject to execution of a servicing agreement prior to commencement of the work, and to other provisions of this Schedule. Coincident with the inclusion of a provision to construct a claimable work in a Development Agreement, the City shall generate a Source of Financing Report demonstrating the availability of financing for the work in relation to the approved capital budget for the particular category of works. Where the approved budget is not sufficient to absorb the new funding commitment for the work, the capital budget approval may be deferred until the following year's budget cycle. The Owner may proceed at their own risk of refusal of the Claim, should they proceed with works authorized in the Development Agreement until a commitment approving the funding of such works from an approved project budget has been obtained.

It is important that the City continue to monitor between DC Background Studies, the accuracy of the estimates and assumptions used to establish the rates. To the extent that substantial variations are identified, Council should be advised and will need to consider whether to increase or decrease the rates in accordance with the monitoring observations.

1.4. Non-Growth Works that Benefit the Existing Population

Where works funded in part from the CSRF are subject to this policy and also include a non-growth component in the DC Background Study, funding of that portion of the works must wait until the City has approved sufficient funds in its Council approved capital budgets, or Council makes provision for a Reserve Fund designated for use in funding the non-growth share of DC funded works, to pay for that non-growth portion of the works. The non-growth portion of the funding shall be identified in the City's Capital Budget and be subject to approval by Council.

1.5. Phasing

Prior to Phasing of any works the Owner must obtain written approval from the City Engineer (or designate) to construct the infrastructure in phases and to also make Claim for the incremental cost of phasing the works. Permission to construct works in phases shall not automatically permit partial Claims.

The City Engineer (or designate) may consider a request for internal construction phasing of a subdivision and could determine that it should be staged in a manner that will balance all of a geographical area's needs. The construction of entire systems may be linked, at the discretion of the City Engineer (or designate), to a Claim's eligibility for payment from the

CSRF.

Additionally, if property easements are required to service adjacent developments and are not provided by an Owner then any payment of CSRF Claim associated with that Development may be withheld until the easement is provided.

1.6. Completeness of Claims

Prior to acceptance of a Claim, the following requirements shall be satisfied:

- (1) The Claim must conform to an Agreement that has been approved by Council, or a delegated authority or officer, signed and registered on title to the affected property. The works for which the Claim is made shall be 100% complete with certain exceptions allowed by the City Treasurer (or designate) for seasonal condition preventing completion;
- (2) The Claims for the works are to be submitted by a Registered Professional Engineer retained by the Owner. The City Treasurer (or designate) reserves the right to accept only Claims stamped by the same professional engineering consultant who designed, inspected and certified as complete the works for which the Claim is being made;
- (3) No consideration will be given to Claims for works which have previously been claimed and authorized. Works omitted from a previous Claim will be considered for payment upon submission;
- (4) No Claims to the Fund will be accepted for works that form part of an agreement for which the warranty period has expired and all the securities have been released;
- (5) The following documentation (hard copy & digital) shall be included with the Claim for it to be considered complete:
 - (a) Completed City of London "Development Charge Claimable Works Checklist;
 - (b) A covering letter from the Owner's Professional Engineer stating that a Claim is being made to the CSRF on behalf of the Owner with reference to the specific Agreement and clauses. The location and nature of the works shall be described and the costs representing the amount being claimed from the CSRF should be stated inclusive of applicable sales tax. The mailing address as well as the HST Registration Number of the Owner shall be provided;
 - (c) The "Certificate of Completion of Work" pertaining to the works being claimed in the format specified in the Agreement with an added statement certifying the quantities and final costs relating to the Claim;
 - (d) Any specific documentation that may be required by the Agreement such as an inspection report, condition report, or survey. Such documentation shall be satisfactory to the City Treasurer (or designate);
 - (e) Summary sheets detailing the sharing of costs, engineering and HST calculations;
 - (f) The Professional Engineer's calculations of all quantities and final costs relating to the Claim;
 - (g) Servicing drawings for the related claimable works;
 - (h) Copy of summary of unit prices and/or a copy of all tenders for the entire project;
 - (i) Copy of the final payment certificates;
 - (j) All paid invoices for claimable engineering fees;
 - (k) An affidavit with reference to the Claim signed by both the Professional Engineer and the Owner certifying that all invoices included in the Claim package have been paid;
 - (l) Copy of the advertisement for tender, where a public tender is required;
 - (m) A summary of all bids, where a public tender is not required (see "Tendering" below);

- (n) All backup information relevant to the Claim including invoices, change orders, fees etc;
- (o) Copy of the Certificate of Publication of Substantial Performance, prepared in accordance with the Construction Act. This publication is generally carried in the Daily Commercial News and should include both the name of the Owner and the City of London. Similarly both should be mentioned under "Office to which claim for lien must be given to preserve lien"; and
- (p) Completed "Summary of Claimable Works" with current information for the subdivision or development.

(6) All Claims shall be submitted to the Development Finance Division.

1.7. Tendering

The following rules shall apply to the tendering of works under this Schedule. Works paid as per the fixed subsidy (storm, watermain and wastewater sewer oversizing) are not subject to these tendering requirements;

- (1) Projects undertaken by agreement between the City and an Owner with an estimated claimable amount in excess of \$100,000 are to be undertaken by public tender;
- (2) Projects undertaken by agreement between the City and an Owner with an estimated claimable amount less than \$100,000 may be undertaken by a public tender, or by invitation with a minimum of 3 invited tenders;
- (3) Works requiring an Owner to perform horizontal drilling may be undertaken by invitation with a minimum of 3 invited tenders;
- (4) Single sourcing of a construction project is permissible when:
 - (a) Work is an extension of existing work and is a result of a change in scope during the project; there is no increase in individual tender item prices; and the Owner has obtained written approval from the City Treasurer (or designate) before Single Source, or
 - (b) Works where no portion of which are eligible for Claims;
- (5) The Owner's Professional Engineer will provide a cost estimate prior to issuing any tender;
- (6) All claimable external works shall be identified as a separate tender schedule listing items, quantities, plan locations of quantities (chainage from station to station), and unit costs within larger construction contracts;
- (7) Tender documents for the works which are eligible for Claims must be standard City of London Contract Documents. They must be in a unit price format and follow a formal tender opening procedure to the specifications of the City Treasurer (or designate);
- (8) Calculation of eligible items in the Claim will be based on the successful lowest bidder's tendered unit prices regardless of which contractor ultimately performs the work;
- (9) Advance notification to the City of the time and location of the tender opening shall be provided to the City's Development Finance Division; and
- (10) Tender results and unit price summaries shall be provided to the City's Development Finance Division for review upon the closing of tenders and prior to awarding the contract.

1.8. Miscellaneous

Miscellaneous items in the contract that apply partially to the cost shareable works such as Bonding, Field Office Trailer, Traffic Control, Mobilization/Demobilization and Permits can be claimed as a percentage of the total tendered contract amount using the following formula;

$$\frac{\text{Claimable costs excluding bonding, trailer etc.}}{\text{Total tendered contract excluding bonding, trailer etc.}} \times \text{Costs of bonding, trailer etc.} = \text{Claimable Amount}$$

Profit margin, administration and overhead costs of the Owner are deemed ineligible for Claim reimbursement from the CSRF.

1.9. Engineering Fees

1.9.1. Initiation of Engineering Design for Claimable Works

Prior to initiating the engineering design for a claimable work the Owner's Professional Engineer shall submit a Work Plan outlining the anticipated engineering tasks and associated costs related to design and construction administration related to the claimable works. The Work Plan will be reviewed and approved by both the City Engineer (or designate) and City Treasurer (or designate). Any engineering fees incurred prior to the acceptance of the Work Plan cannot be submitted as part of the Claim. Engineering fee invoices submitted as part of claimable works should breakout separately fees related to the claimable tasks outlined in the accepted Work Plan. The invoiced engineering fees will be processed for payment at the actual invoiced costs.

No Claim in excess of the value included in the accepted Work Plan shall be considered. When there is a material change in the scope of work, an addendum to the Work Plan may be requested at the sole discretion of the City. The Work Plan addendum shall be subject to the acceptance of the City Engineer (or designate) and City Treasurer (or designate) and is to be submitted prior to any overage of the project value included in the Work Plan. In the event that costs have been incurred following an overage in the Work Plan upset limit and prior to the acceptance of a Work Plan addendum the fees incurred over said time period will not be claimable.

The Engineering fees related to the following activities are not claimable:

- (1) Land acquisition costs,
- (2) Works performed and invoiced by utility companies,
- (3) Ministry of the Environment application fees,
- (4) The design of Stormwater Management Best Management Practices and Private systems,
- (5) Sewers and watermain claimed under the oversizing provisions of this By-law, and
- (6) Permits, fees, incidental expenses necessary for completion of the works.

1.10. Payment

The following rules shall apply to payments under this schedule:

- (1) Valid Claims will be eligible for payment to the Owner in accordance with the terms of the applicable Agreement and the approvals discussed in this section.
 - (a) Claims approval will only be possible where budget approval for the particular Claim in question has been sought and granted. Budget approval shall be sought at the time of tabling for approval, a final Development Agreement which contains reference to claimable works. Where Council has delegated authority for approval of the agreement in question, budget approval shall be deemed to have been provided upon approval of the Development Agreement that contains reference to the construction and Claim of claimable works. Where budget approval cannot be granted due to budget restrictions in relation to previous approved Claims, a subsequent approval will be sought in the following budget year.
 - (b) Upon the approval in the previous paragraph being granted, the Claim will be considered to have achieved "Committed Financing".
- (2) The Owner may provide the City with a properly executed "Assignment and Direction", in

a format acceptable by the City Solicitor, to transfer the payment(s) of Claims to another party;

(3) The payment of Claims from the Fund will be processed following the receipt of a complete Claim. Timing of payment of the Claim is subject to timing outlined in the Source of Financing approved by Council to come forward with the related Development Agreement. Draws from the CSRF (including payment of Claims) will be limited to the extent of the Committed Financing previously approved by Council through the annual budget approval process and as discussed in section a) above. Claims which exceed the level of funding previously committed may be deferred for approval to the next year's budget process. This payment policy ensures that Claims are paid only in accordance with approved commitments, and that the annual commitments are generally consistent with the average annual provision made in the DC rate calculations.

(4) Holdback under the Construction Act:

- (a) 10% holdback is retained on a Claim until the entire contract has been substantially performed and the 45 days statutory period from the day of publication in a Daily Commercial News of the substantial performance has expired, and all clearances have been obtained; and
- (b) If there is no certificate of publication included with the Claim, the holdback will not be released until the certificate is provided and 45 days has elapsed from the date of publication and all clearances have been obtained.

1.11. Claims by Non-Contributing Entities (City of London)

When the City acts as or in place of an Owner it shall be eligible to make Claims from the Fund.

1.12. Dispute Resolution for Claims

Exceptions to the procedures mentioned herein may occur. The preferred methodology to resolve any dispute regarding payment of Claim would be to seek interpretation and clarification through the City Treasurer (or designate), who shall consult with the City Engineer (or designate) as necessary. Should the Owner still feel aggrieved by a given policy interpretation then their avenue to seek remedy / relief is to submit a complaint in writing to a Hearings Officer appointed under the City's Hearings Officer By-law for consideration. No complaint would be considered for works that form part of an agreement for which the warranty period has expired and all the securities have been released.

1.13. Construction of Major Infrastructure

Significant infrastructure projects would usually be paid and managed by the City through the CSRF, as identified in the DC Background Study. The City Engineer (or designate) shall determine which works may be constructed in conjunction with a Development or Subdivision Agreement.

1.14. Acceleration of Timing of Construction

Acceleration of works provided for in the City's future capital budget may occur, subject to execution of a separate Municipal Servicing and Financing Agreement (MSFA) and subject to a separate policy adopted with respect to MSFAs as contained in the DC Background Study.

1.15. Municipal Land Requirements – Lands Owned by the Owner

Provisions of a Development Agreement or consent authority under the Planning Act may include conditions relating to the dedication of lands at no cost to the City or Road widenings, sewers, paths, commuter parking lots, transit stations and related infrastructure for the use of the general public. As noted in the City of London Official Plan all municipal property requirements including easements (with the exception of lands required for regional Stormwater Management Facility lands as identified in the DC Background Study) identified in a consent or Development Agreement shall be provided at no cost to the City of London and/or any DC Fund.

Any land or easements that are owned by the Owner and which are transferred permanently to the City as a condition of a Development approval are not eligible for Claim with the

exception of storm water management facilities. Temporary easements are not eligible for Claim.

If the Owner chooses to relocate an existing internal watercourse or conveyance channel outside of the subdivision, when the water course or channel could have been located inside the plan, then no Claim for easement acquisition may be made for the open channel.

Costs relating to existing watercourse improvements are not claimable unless specifically mentioned as projects in the DC Background Study.

2. ROAD WORKS

2.1. General

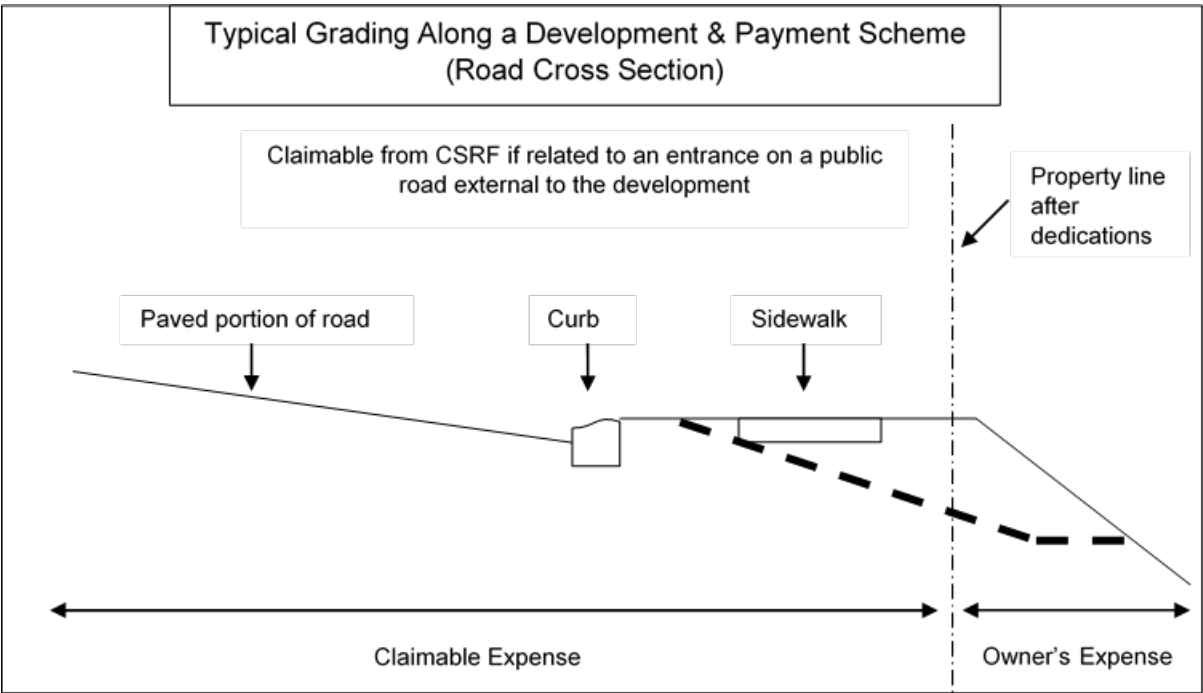
Where a Development abuts, faces, flanks or backs onto, or is divided by an existing Arterial road, and the City requires the Owner to construct minor works beyond their immediate access work, such road works may be claimable to the CSRF - Roads.

2.2. Works on lower order streets

The City may identify road works along lower order streets (Neighbourhood Connector and Neighbourhood Streets) that require improvements due to localized growth in an area that is not specifically attributable to one single development.

2.3. Limits of payment due to property extent and grade

Payment for claimable works is restricted to that portion of the works that is situated upon public or future public lands. As illustrated below there shall be no payment for spillage of fill or grading on privately owned lands.



2.4. Major Road Works (CSRF - Roads)

Major Transportation road works typically consist of large-scale road expansion projects or two lane road upgrades triggered by increased traffic volumes associated with growth across the City. All Major Transportation Road Works are constructed by the City and the growth related cost is eligible for a Claim from the CSRF - Roads.

The costs of the following items are incorporated into road projects and are required as a result of growth:

- (1) Structures to be widened or replaced;
- (2) Noise barrier and retaining wall where required; and
- (3) Land acquisition (raw land cost, appraisals, surveying, legal, etc.) but only where lands cannot be acquired through dedications under the Planning Act on a timely basis.

2.5. Minor Road Works (CSRF - Roads)

Minor Road Works that would be constructed as part of the major road project are eligible to be claimed from the CSRF - Roads. These works include but are not limited to: new traffic signals, channelization, sidewalks, and streetlights. Where a multi-use pathway is constructed in lieu of a sidewalk within an Arterial road allowance, the sidewalk equivalent cost is considered claimable. In some cases, these works are done in advance of the road capacity expansion project as a means of addressing a network wide benefit to growth, without completing the entire road expansion.

2.5.1. Channelization (CSRF - Roads)

Channelization on an Arterial road into a new public street is eligible for a Claim from the CSRF – Roads. The following subsections list the various additional components of the channelization which are considered claimable:

(1) Tree Plantings

When replacement trees are planted as part of external road works to compensate for removed trees, other than those removed to facilitate an access, the cost of the removal and replacement is claimable. All other tree plantings are not claimable.

(2) Ditching

When ditching and/or the installation of catchbasins is required to facilitate claimable external road work the drainage works may be incorporated in the minor road works Claim to the CSRF - Roads.

(3) Utility Relocations

Utility relocations necessitated by the claimable road works can be claimed upon providing a copy of the invoices from the utility and proof of payment in full. The City shall issue a letter to the utility company stating that this work is required by the City under the Public Service Works on Highways Act and will pay for 50% of cost of labour and trucking. This 50% share is claimable from the CSRF - Roads; the other 50% is the utility's share and is not claimable. Should the utility refuse to pay these costs, the 50% "utility share" shall be the responsibility of the proponent Owner. Engineering fees associated with these relocations are not claimable.

2.6. Road Oversizing (CSRF - Roads)

Where a new Arterial is to be constructed in whole or in part through or adjacent to a Development, the Owner is responsible for the cost of constructing a Neighbourhood Connector as defined in the City of London's Design Specifications & Requirements Manual and Complete Streets Design Manual. If the required road is wider or at a higher standard, the Owner is responsible for the cost of a standard road, including sidewalks, street lights, etc., and is eligible for a Claim to the CSRF – Roads for the difference in cost of granular and asphalt between a standard road and the road actually constructed. The construction responsibilities shall be defined by the conditions of an agreement between the City and the Owner. If the Owner wishes to construct the road at an enhanced standard beyond that acceptable to the City Engineer (or designate), then the Owner shall pay for the additional costs of enhancement with no eligibility for a Claim from any Fund.

2.7. Strategic Links (CSRF – Roads)

Portions of proposed Neighbourhood Connectors or Neighbourhood Streets that are required for transportation network connectivity, are not implementable in a timely manner due to reasons beyond the control of the surrounding Owners and are identified as a strategic need by the City Engineer (or designate), may be constructed by the City and the cost is eligible for a Claim from the CSRF - Roads.

2.8. Active Transportation (CSRF – Roads)

Where on-road cycling lanes are identified through Development areas in the Cycling Master Plan, on Neighbourhood Connectors or Neighbourhood Streets, the Owner shall be responsible to construct the cycling lanes. If the required road is wider or at a higher standard, the Owner is responsible for the cost of a standard road, including sidewalks, street lights, etc., and is eligible for a Claim to the CSRF – Roads for the difference in cost between a

standard road and the road actually constructed. The construction responsibilities shall be defined by the conditions of an agreement between the City and the Owner.

2.9. Local Service Costs (Owner Cost)

The following subsections list the various road components which are considered a local service cost and are therefore constructed at the expense of the Owner:

- (1) **Connections**
Connections of all public and private new streets, ramps or entrances (including features and design details such as: roundabouts, culverts, signage, gateway treatments, noise wall alterations, sidewalks, cycling lanes, multi-use pathways, directional traffic islands, road re-profiling, decorative features) to the existing road infrastructure;
- (2) **Placing Fill**
Re-grading, cutting and placing fill on lands beyond the road allowance along their frontage in accordance with City standards. In addition, all grading and restoration of road allowance along the Development frontage if no claimable road works are required;
- (3) **Topsoil and Sod**
Topsoil and sod to the edge of any existing sidewalk fronting the Development;
- (4) **Tree Planting**
Planting of new trees fronting the Development, except as provided in the Minor Road Works Channelization policies.
- (5) **Sidewalk Reinforcement**
Any upgrade or reinforcement from a standard 100mm thickness sidewalk across the Development's new access;
- (6) **Retaining Walls**
Retaining walls along the Development frontage, where acceptable to the City Engineer (or designate);
- (7) **Temporary Works**
100% of the cost of temporary asphalt sidewalks, roads, paths, swales along the frontage abutting Arterials where installation in ultimate location is deemed premature;
- (8) **Traffic Signals at Private Streets**
Traffic signal installations at all private entrances, and at public entrances which do not meet MTO warrants;
- (9) **Other Works**
Any other services, removals, relocations, etc., required including but not limited to, utility relocation, sidewalk alterations, and curb cuts;
- (10) **Restoration and Damage**
Restoration of any utility cuts, and or damage created by construction activities and /or construction traffic in and out of the Development including but not limited to daily removal of mud tracking, daily dust suppression, milling and paving of deteriorated asphalt caused by construction traffic, grading of gravel shoulders to remove rutting caused by construction traffic;
- (11) **Noise Attenuation Measures**
All noise berms, window streets, fences and privately maintained noise walls;
- (12) **Grading and BMPs**
Grading elements such as: swales, ditches, best management practices, (BMPs) and any other feature to address over land flow routes needs created by the Development's grading;
- (13) **Paths and Walkways**
Pedestrian paths, walkways, bridges, tunnels, including the related lighting and signage, except as provided in the Minor Road Works Channelization policies; (Note: Parkways are constructed by the City and are specifically provided in the DC Background Study);

- (14) Utility Upgrades
The costs related to the upgrading of any utility plant, or the relocation of the same, unless necessitated by the roadwork;
- (15) Relocation and Replacement Costs
The relocation and/or replacement costs of any encroachment on the City's road allowance or easement including but not limited to hedges, sprinklers systems and fences;
- (16) Street Lighting
Street lighting at intersections with existing roads where required by the Development Agreement.

3. WASTEWATER WORKS

3.1. Regional Trunk Sewers (CSRF - Wastewater)

All sewers required to service future Development with a diameter greater than 450mm are considered to satisfy a regional benefit to growth and are to be identified as separate projects in the DC Background Study and are eligible for a Claim from the CSRF – Wastewater.

All sewers of any diameter required to service future Development that are identified as a strategic link by the City Engineer (or designate) and are considered to satisfy a regional benefit to growth are eligible for a Claim from the CSRF - Wastewater.

In order to be eligible for a Claim as a Regional Trunk Sewer, the sewer must have no Private Drain Connections to individual residential units otherwise the “Sewer Oversizing” policy applies.

3.2. Sewer Oversizing (CSRF – Wastewater)

Sewers, which are not Regional Trunk Sewers, with the following attributes are eligible for a subsidy from the CSRF - Wastewater:

- (1) The sewer services external developable areas; and
- (2) The sewer is greater than 250mm in diameter.

The oversized portion (>250mm) is eligible for a subsidy payable based on the diameter of pipe and the average depth of sewer between maintenance holes. The subsidy unit cost is determined by rounding the average depth of sewer between maintenance holes to the nearest depth correlating to the dollar values reflected in Appendix 4-A.

The subsidy unit cost per metre of pipe is applied to each segment length of oversized sewer to determine the total oversizing subsidy.

Where oversized Box and Elliptical sewers are constructed, an additional non-circular subsidy percentage is applied to the subsidy unit cost per metre.

If the total oversizing subsidy exceeds the actual cost to construct the oversized sewer, the upset Claim limit shall not exceed the actual construction cost.

The oversizing subsidy amounts cover the cost per metre of all associated eligible costs including engineering, manholes, restoration, etc.

3.3. Pumping Stations (CSRF - Wastewater)

The upgrading or construction of new regional pumping stations are to be identified as separate projects in the DC Background Study and are eligible for a Claim from the CSRF - Wastewater.

3.4. Temporary Pumping Stations (Owner Cost)

The cost of any temporary pumping stations or forcemains is borne by the Owner. Approval of temporary works is at the discretion of the City Engineer (or designate). Where a temporary facility precedes the construction of a permanent facility, the Owner that requires the temporary facility will be required to also assist in making provision for the permanent facility

(i.e. provide land for permanent facility) as a condition of approval for the temporary facility. In order for a temporary work to proceed there must first be provisions for the permanent work within the current DC Background Study.

3.5. Wastewater Treatment Upgrades (CSRF - Wastewater)

All wastewater treatment upgrades are considered to satisfy a regional benefit to growth and are to be identified as separate projects in the DC Background Study and are eligible for a Claim from the CSRF - Wastewater.

3.6. Temporary Wastewater Systems (Owner Cost)

Costs of all wastewater systems that are temporary or are not defined in the DC Background Study shall be borne by the Owner. Approval of temporary works is at the discretion of the City Engineer (or designate). Where a temporary facility precedes the construction of a permanent facility, the Owner that requires the temporary facility will be required to also assist in making provision for the permanent facility (i.e. secure land for permanent facility) as a condition of approval for the temporary facility. In order for a temporary work to proceed there must first be provisions for the permanent work within the current DC Background Study.

3.7. Local Service Costs (Owner Cost)

The following subsections list the various wastewater components which are considered a local service cost and are therefore constructed at the expense of the Owner:

- (1) Any pipe or portion of a larger pipe that is less than or equal to 250mm in diameter are referred to as local works; and
- (2) Connections from a local sewer to existing external infrastructure.

4. STORMWATER WORKS

4.1. Claimable Storm Water Works

In order to be claimable, Stormwater management works must be a permanent facility and be contained in, or alternative to, works contained in the current DC Background Study and must be incorporated into an executed Development Agreement.

4.2. Regional Trunk Sewers (CSRF- Stormwater)

All sewers to be constructed within existing City owned lands that service multiple new Development areas are considered to satisfy a regional benefit to growth and are to be identified as separate projects in the DC Background Study are eligible for a Claim from the CSRF- Stormwater.

4.3. Regional Open Channels (CSRF- Stormwater)

Any open channel works identified through the Environmental Assessment process that are considered to satisfy a regional benefit to growth are to be identified as separate projects in the DC Background Study and are eligible for a Claim from the CSRF- Stormwater.

4.4. Storm Sewer Oversizing (CSRF- Stormwater)

Storm Sewers with the following attributes are eligible for a subsidy from the CSRF - Stormwater:

- (1) The sewer services external developable areas; and
- (2) The sewer is greater than 1050mm in diameter.

The oversized portion (>1050mm) is eligible for a subsidy payable based on the diameter of pipe and the average depth of sewer between maintenance holes. The subsidy unit cost is determined by rounding the average depth of sewer between maintenance holes to the nearest depth correlating to the dollar values reflected in Appendix 4-B.

The subsidy unit cost per metre of pipe is applied to each segment length of oversized sewer to determine the total oversizing subsidy.

Where oversized Box and Elliptical sewers are constructed, an additional non-circular subsidy

percentage is applied to the subsidy unit cost per metre.

If the total oversizing subsidy exceeds the actual cost to construct the oversized sewer, the upset Claim limit shall not exceed the actual construction cost.

The oversizing subsidy amounts cover the cost per metre of all associated eligible costs including engineering, manholes, restoration, etc.

4.5. Open Channel Oversizing (CSRF- Stormwater)

Open Channels with all of the following attributes are eligible for a subsidy from the CSRF - Stormwater:

- (1) An open channel design is required for the reason of inherent site drainage constraints and the design has been accepted by the City Engineer (or designate),
- (2) The open channel services external developable areas; and
- (3) The open channel has a 2-year storm design flow cross-sectional area greater than a 1050mm sewer using the City's minimum design standards.

The oversized portion represents the cross-sectional area required in excess of a 1050mm sewer for a 2-year storm design. The oversizing subsidy will be calculated based on the additional cost of oversizing beyond an area equivalent to a 1050mm pipe size using the City's minimum design standards for a 2-year storm design flow. The oversizing subsidy is payable based on an average oversizing cost in the form of a \$/m of channel constructed as calculated by the Owner's Professional Engineer and as accepted by the City Engineer (or designate). An allowance of 15% will be added to the calculated oversizing amount to cover applicable engineering costs.

4.6. Stormwater Management Works (CSRF- Stormwater)

4.6.1. Environmental Assessment Complete

Any municipally owned or operated stormwater management works designed to provide capacity to facilitate growth that are identified through the Environmental Assessment process and are considered to satisfy a regional benefit to growth are to be identified as separate projects in the DC Background Study and are eligible for a Claim from the CSRF- Stormwater.

4.6.2. Environmental Assessment Not Complete

Stormwater Management Works for which an Environmental Assessment has not been completed that are anticipated to satisfy a regional benefit to growth are to be identified as separate area specific contingencies in the DC Background Study and are eligible for a Claim from the CSRF- Stormwater.

Upon completion of the applicable Environmental Assessment (i.e. no outstanding Part 2 orders), a review of the related area specific contingency and the DC rate will be undertaken and, if required, a revision to the DC By-law will be made.

4.7. Stormwater Management Facility Land Policies (CSRF- Stormwater)

With respect to land acquisition for storm water management facilities the value of the land shall align with the 'open space land', 'hazard land' and 'table land' to be purchased by the City for parkland use' values, as amended from time to time, by By-law CP-9 for the Conveyance of Land and Cash in Lieu Thereof for Park and Other Purposes as follows:

4.7.1. Non-Developable lands

Non-Developable lands include:

Lands containing significant natural heritage features or ecological functions as defined in the City's Official Plan, or any area located outside the limit of Development and not constrained by flooding or erosion hazards as determined through accepted Development studies and/or the draft plan or site plan process: the CP-9 value effective September 1, 2018 is **\$27,026/hectare (\$10,938/acre)**

Lands constrained by flood or erosion hazards as defined in the City's Official Plan, or any area subject to flooding or erosion hazards located outside the limit of Development as determined through accepted Development studies and/or the draft plan or site plan process: the CP-9 value effective September 1, 2018 is **\$16,036/hectare (\$6,490/acre)**

Lands under existing open water are not claimable as defined by the London 2 year design storm high water elevation.

4.7.2. Park Land

Lands set aside as a dedication for parks and not designated for Development: **\$ Nil**

Where there is a shared use of a stormwater or wastewater work such as a maintenance road/ pathway, the use and maintenance of the road/pathway shall be viewed as functioning solely for the wastewater or stormwater service use and not the park use. The costs associated with the maintenance access path shall be borne by the related service's CSRF.

4.7.3. Developable Lands

Developable lands are located inside the urban growth boundary and include table land within the limit of Development as established by accepted Development studies and/or the draft plan or site plan approval process: the CP-9 rate effective September 1, 2018 is \$432,420/hectare (\$175,000/acre).

4.7.4. Lands Required Outside the Urban Growth Boundary

Where lands are required outside the Urban Growth Boundary for the purposes of stormwater management the value of the required lands will be determined via a property appraisal completed by the City to the satisfaction of the City Treasurer (or designate).

4.7.5. Legal Fees

Legal fees directly related to the land transfer may be claimable subject to the review and acceptance of the City Solicitor.

4.8. Major SWM Facility Inlet and Outlet Sewers within the SWM Block (CSRF-Stormwater)

Any storm sewers or engineered channels within a Major SWM Facility block that are either upstream or downstream of a facility are considered to satisfy a regional benefit to growth and are eligible for a Claim from the CSRF- Stormwater.

4.9. Major SWM Facility Outlet Sewers Outside the SWM Block (CSRF-Stormwater)

Any major SWM facility outlet system, including storm sewers or engineered channels, that extend outside of the SWM block facility is considered to satisfy a regional benefit to growth and is eligible for a Claim from the CSRF- Stormwater if it is a dedicated outlet system to convey flow from the SWM Facility to the allocated downstream storm sewer or watercourse.

4.10. Low Impact Development Subsidy – Linear Works (CSRF Stormwater)

Linear Low Impact Development (LID) works with all of the following attributes are eligible for a subsidy from the CSRF – Stormwater:

- (1) The LID works are infiltration systems designed to improve water quality or the water balance within the new Development;
- (2) The LID works are constructed in conjunction with local stormwater servicing on City-owned lands or within a dedicated municipal easement; and
- (3) The design has been accepted by the City Engineer (or designate).

Linear LID infiltration works are considered to satisfy a regional benefit to growth and are eligible for a subsidy payable in terms of a \$/m of pipe constructed.

The subsidy payable for LID pipe systems is based on the average depth of pipe between maintenance holes. The subsidy unit cost is determined by rounding the average pipe depth between maintenance holes to the nearest depth correlating to the dollar values reflected in Appendix 4-B. The subsidy unit cost per metre of pipe is applied to each segment length of pipe to determine the total LID subsidy.

For other LIDs, such as rain gardens or infiltration swales, the subsidy payable is based on a 5 m depth for the length of the LID feature.

The subsidy amounts are reflected in Appendix 4-B. The subsidy amounts cover the cost per metre of all associated eligible costs including engineering, construction, etc.

LID works constructed within a site plan are not eligible for subsidy.

4.11. Local Service Costs (Owner Cost)

The following subsections list the various stormwater components which are considered a local service cost and are therefore constructed at the expense of the Owner:

- (1) Any pipe or portion of a larger pipe that is less than or equal to 1050 mm in diameter are referred to as local works;
- (2) Connections from a local sewer to existing external infrastructure;
- (3) Mitigation/compensation works recommended by an Environmental Impact Study (EIS) that are related to the subdivision; and
- (4) Construction of road side ditches, swales without an infiltration component, and overland flow routes.

4.12. Temporary Storm Sewers (Owner Cost)

Costs of all storm sewer systems that are temporary or not defined in the DC Background Study shall be borne by the Owner. In order for a temporary work to proceed there must first be provisions for the permanent work within the current DC Background Study. Approval of temporary works is at the discretion of the City Engineer (or designate).

4.13. Temporary Stormwater Management Works (Owner Cost)

Any temporary works or works not included in the approved DC Background Study are at the sole expense of the Owner including operation, maintenance and decommissioning. Approval of temporary works is at the discretion of the City Engineer (or designate). Where a temporary facility precedes the construction of a permanent facility, the Owner that requires the temporary facility will be required to also assist in making provision for the permanent facility (i.e. secure land for permanent facility) as a condition of approval for the temporary facility. In order for a temporary work to proceed there must first be provisions for the permanent work within the current DC Background Study.

5. WATER DISTRIBUTION

5.1. Major Watermains (CSRF-Water Distribution)

All watermains required to service future Development greater than or equal to 400mm in diameter are considered to satisfy a network wide benefit to growth and are to be identified separately as projects in the DC Background Study and are eligible for a Claim from the CSRF-Water Distribution.

All watermains of any diameter required to service future Development that are identified as a strategic link by the City Engineer (or designate) are considered to satisfy a regional benefit to growth and are eligible for a Claim from the CSRF- Water Distribution.

5.2. Watermain Oversizing (CSRF-Water Distribution)

Watermains with the following attributes are eligible for a subsidy from the CSRF-Water Distribution:

- (1) The watermain services external developable areas; and
- (2) The watermain is greater than 250mm in diameter.

The oversized portion (>250mm) is eligible for a subsidy payable based on an average oversizing cost and is stated in terms of a \$/m of pipe constructed. The oversizing subsidy amounts are identified in Appendix 4-C.

If the total oversizing subsidy exceeds the actual cost to construct the oversized watermain, the upset Claim limit shall not exceed the actual construction cost.

The oversizing subsidy amounts cover the cost per metre of all associated eligible costs including engineering, appurtenances, restoration, etc.

5.3. Water Facilities (CSRF-Water Distribution)

Where the upgrading or construction of new public water booster pumping stations and reservoir projects are designed to increase capacity or improve service to acceptable standards and as a result of growth, these works are eligible for a Claim from the CSRF-Water Distribution. These projects must also be identified in the DC Background Study.

5.4. Temporary Facilities (Owner Cost)

Where a temporary facility precedes the construction of a permanent facility, the Owner that requires the temporary facility will be required to also assist in making provision for the permanent facility (i.e. secure land for permanent facility) as a condition of approval for the temporary facility. Approval of temporary works is at the discretion of the City Engineer (or designate). In order for a temporary work to proceed there must first be provisions for the permanent work within the current DC Background Study.

5.5. Local Service Costs (Owner Cost)

The following subsections list the various water components which are considered a local service cost and are therefore constructed at the expense of the Owner:

- (1) Any watermain or portion of a larger watermain that is less than or equal to 250mm in diameter is referred to as local works; and
- (2) Connections from a local watermain to existing external infrastructure.

6. BUILT AREA WORKS

6.1. Claimable Works (CSRF)

Built Area Works are defined as linear water, wastewater, and stormwater infrastructure works that satisfy all of the following conditions:

- (1) Service lands inside the Built Area (Schedule 3);
- (2) Provide a regional benefit to growth;
- (3) Replace existing infrastructure; and
- (4) Are located within the municipal right-of-way or easement.

Built Area Works are eligible for a Claim from the City Services Reserve Fund.

6.2. Constructor of Built Area Works (CSRF)

The City shall lead the construction of Built Area Works unless otherwise authorized by the City Engineer (or designate).

6.3. Claimable Built Area Costs (CSRF)

The claimable costs for Built Area Works shall include construction, engineering, and restoration, subject to a deduction for the non-growth share.

6.4. Determining the Eligible Growth Portion of Built Area Works (CSRF)

The following steps are required to determine the eligible growth portion of Built Area Works.

Step 1: Determine the Cost of Existing Pipe and Oversized Portion

The 2019 Development Charges Background Study unit rate tables are used to determine the ratio of the existing pipe and new pipe recommended for construction. These ratios are then applied to the per meter tender cost of the new pipe being constructed.

Step 2: Determine Eligible Growth Portion of Existing Pipe

The City of London’s Asset Condition Rating is used to assign the growth / non-growth splits to the per meter tender cost associated with replacing the existing pipe. Table 1 provides the correlation between the Asset Condition Rating and the growth / non-growth splits.

Table 1- Asset Condition Rating and Growth / Non-Growth Splits

Asset Condition Rating	Growth %	Non-Growth %	Asset Definition
1	90	10	Very Good – Fit for Future
2	75	25	Good – Adequate for now
3	50	50	Fair – Requires attention
4	25	75	Poor – At risk
5	10	90	Very Poor – Unfit for sustained Service

The Asset Condition Rating’s growth / non-growth splits are applied to the costs apportioned to the per meter existing pipe cost to determine the eligible growth portion.

Step 3: Determine Eligible Growth Portion of Oversized Pipe

The costs apportioned to pipe oversizing shall be 100% attributed to growth.

The total eligible growth portion of the new pipe being constructed is the sum of the cost of the oversized portion plus the growth share of the existing portion.

6.5. Built Area Combined Wastewater and Storm Sewers (CSRF - Wastewater)

When determining the eligible growth portion of a combined sewer replacement, the existing combined sewer is assigned an Asset Condition Rating of 5 (very poor) with a 10% growth and 90% non-growth split. These growth / non-growth splits are applied to the per meter tender costs of the separated wastewater and storm sewers.

6.6. Distribution of Restoration Costs (CSRF)

Restoration costs necessitated by the Built Area Works will be split equally between the reconstructed services (i.e. water, wastewater and/or stormwater). The eligible growth portion of these splits will be determined based on the Asset Condition Rating, subject to a deduction for the non-growth share.

6.7. Local Service Costs (Owner Cost)

Built Area Works are assumed to provide a regional benefit to growth with no local service components.

7. PARKS

7.1. Parkland Development (CSRF – Parks & Recreation)

Pathways and parkland infrastructure are generally constructed by the City. At the request and approval of the City, the Owner may construct pathways and parkland infrastructure which are eligible for a Claim from the CSRF - Parks & Recreation as outlined in the registered Agreement. Claimable costs would include excavation, granular bases, finished surface treatments, supply/installation of amenities (ex. arbors, play equipment, etc.) as well as grading and seeding within 1 meter of the finished pathway and/or amenity construction.

Grading and seeding beyond the limits of the pathway/amenity space would be an Owner cost.

7.2 Parkland (Owner Cost)

Costs to bring Neighbourhood Parks, District Parks, Sports Parks, Urban Parks and Civic Spaces dedicated under the Planning Act to a base condition shall be borne by the Owner. This includes grading, seeding, servicing, fencing and the associated engineering and landscape architect design costs as required by City standards.

For Open Space, Woodland Parks and Environmentally Significant Areas (ESAs), costs for fencing as required by City standards, and measures (i.e. implementation of mitigation, monitoring, Development limits) as outlined in an approved Environmental Impact Study and/or Tree Preservation Plan shall be borne by the Owner.

Where the Owner desires to enhance Parkland Development above City standards, these costs shall be borne by the Owner.

7.3. Cul-de-sac Islands, Roundabout Islands and Window Streets (Owner Cost)

Development costs for landscape features, cul-de-sac islands, roundabout islands and window streets shall be borne by the Owner. This includes grading, seeding, landscaping, fencing, plantings and the associated engineering and landscape architect design costs as required by City standards.

8. CONSTRUCTION OF MAJOR CSRF WORKS BY OWNER

At the discretion of the City Engineer (or designate) construction of Major CSRF works may be undertaken by the Owner where acknowledged by the City Engineer (or designate) in writing. The following activities must take place to ensure claimability of the works:

- (1) The City Engineer (or designate) shall acknowledge the commencement of the work by the Owner or their agent, in writing, with any conditions associated with costs to be incurred. Any costs incurred prior to the City Engineer's (or designate) acknowledgement will be undertaken strictly at the risk of the Owner or their agent.
- (2) Engineering fees will be payable as outlined in Section 1.9 "Engineering Fees" of this schedule.
- (3) The Owner shall provide the draft tender documents to the City Engineer (or designate) and City Treasurer (or designate) for acceptance. The City will ensure that the Owner has made an appropriate distinction of costs between claimable costs to be funded from City administered funding sources, and local costs which are the responsibility of the Owner to bear.
- (4) Costs ultimately eligible for reimbursement must comply with Section 1.3 "Claimability" and Section 1.10 "Payment" of this schedule and be provided for in an approved capital budget.
- (5) Payment of the Claim will be subject to the submission of Claim documentation as outlined in Section 1.6 "Completeness of Claim".
- (6) Elements of the City's Purchasing Policy as it relates to Public Tenders, Requests for Proposal and Single Sourcing must be met.
- (7) Submitted invoices shall include a description of the work completed with reference to the applicable Work Plan task, the cost and duration of the work, and indicate the date the work was completed.
- (8) No Claim shall be paid on reimbursable work unless it is completed. Whether a work is completed shall be determined by the City Engineer (or designate).

SCHEDULE 4
Appendix 4-A

Applicable to agreements approved prior to August 4, 2019.

Based on Table 3-6: Oversizing Cost Schedule, AECOM Sanitary Servicing Development Charge Background Study (March 2014).

Pipe Diameter (mm)	Subsidy Amount (\$/m)
250	\$0
300	\$25
375	\$55
450	\$95
525	\$160
600	\$240
675	\$350
750	\$460
825	\$585
900	\$655
975	\$780

SCHEDULE 4

Appendix 4-A

Applicable to agreements approved post August 3, 2019.

Based on Table 1.4 Sanitary Sewer Oversizing Subsidy, City of London, Water and Wastewater Services, 2019 One Water Development Charge Update Study, February 2019.

Depth (m)	Diameter (mm)									
	250	300	375	450	525	600	675	750	825	900
2.5	\$0	\$12	\$22	\$57	\$77	\$183	\$222	\$261	\$377	\$487
3.0	\$0	\$22	\$32	\$68	\$99	\$199	\$241	\$282	\$410	\$513
3.5	\$0	\$33	\$43	\$80	\$122	\$215	\$260	\$304	\$444	\$540
4.0	\$0	\$43	\$53	\$91	\$144	\$231	\$278	\$325	\$477	\$566
4.5	\$0	\$53	\$63	\$102	\$166	\$247	\$297	\$347	\$510	\$592
5.0	\$0	\$63	\$73	\$113	\$188	\$263	\$316	\$368	\$543	\$618
5.5	\$0	\$91	\$102	\$142	\$206	\$278	\$331	\$384	\$559	\$634
6.0	\$0	\$119	\$130	\$170	\$223	\$293	\$346	\$399	\$575	\$649
6.5	\$0	\$147	\$158	\$198	\$240	\$308	\$361	\$414	\$591	\$664
7.0	\$0	\$174	\$186	\$226	\$258	\$323	\$376	\$430	\$606	\$679
7.5	\$0	\$202	\$214	\$254	\$275	\$338	\$392	\$445	\$622	\$694
8.0	\$0	\$280	\$292	\$332	\$373	\$457	\$520	\$582	\$815	\$910
8.5	\$0	\$359	\$371	\$411	\$472	\$576	\$648	\$720	\$1,008	\$1,127
9.0	\$0	\$437	\$449	\$489	\$570	\$694	\$776	\$857	\$1,202	\$1,343
9.5	\$0	\$516	\$528	\$568	\$669	\$813	\$904	\$995	\$1,395	\$1,560
10.0	\$0	\$594	\$606	\$646	\$767	\$932	\$1,032	\$1,132	\$1,588	\$1,776
10.5	\$0	\$783	\$796	\$836	\$938	\$1,097	\$1,204	\$1,311	\$1,727	\$1,915
11.0	\$0	\$972	\$987	\$1,026	\$1,109	\$1,262	\$1,375	\$1,489	\$1,866	\$2,054
11.5	\$0	\$1,160	\$1,177	\$1,217	\$1,280	\$1,426	\$1,547	\$1,668	\$2,004	\$2,192
12.0	\$0	\$1,349	\$1,368	\$1,407	\$1,451	\$1,591	\$1,719	\$1,846	\$2,143	\$2,331
12.5	\$0	\$1,538	\$1,558	\$1,597	\$1,622	\$1,756	\$1,891	\$2,025	\$2,282	\$2,470

SCHEDULE 4
Appendix 4-B

Applicable to agreements approved prior to August 4, 2019.

Based on Table 3.1: Oversizing Compensation, Delcan 2014 Stormwater and Drainage Development Charges Update Study (March 2014).

Pipe Diameter or Closest Circular Equivalent (mm)	Circular Pipe (\$/m)	Elliptical Pipe (\$/m)	Box Culvert Pipe (\$/m)
1050	\$0	\$0	\$0
1200	\$250	\$400	\$250
1350	\$520	\$670	\$520
1500	\$831	\$1,031	\$831
1650	\$1,168	\$1,368	\$1,718
1800	\$1,593	\$1,843	\$2,143
1950	\$1,978	\$2,278	\$2,528
2100	\$2,430	\$2,730	\$2,980
2250	\$2,851	\$3,201	\$3,401
2400	\$3,272	\$3,722	\$4,122
2550	\$3,693	\$4,143	\$4,543
2700	\$4,113	\$4,563	\$4,963
2850	\$4,534	\$4,984	\$5,384
3000	\$4,955	\$5,405	\$5,805

SCHEDULE 4
Appendix 4-B

Applicable to agreements approved post August 3, 2019.

Based on Table 1.4 Storm Sewer Oversizing Subsidy, City of London, Water and Wastewater Services, 2019 One Water Development Charge Update Study, February 2019.

Depth (m)	Diameter (mm)													
	1050	1200	1350	1500	1650	1800	1950	2100	2250	2400	2550	2700	2850	3000
2.5	\$0	\$380	\$545	\$740	\$1,010	\$1,285	\$1,545	\$1,815	\$2,085	\$2,355	\$2,625	\$2,895	\$3,165	\$3,435
3.0	\$0	\$395	\$573	\$776	\$1,043	\$1,336	\$1,604	\$1,886	\$2,168	\$2,450	\$2,732	\$3,014	\$3,296	\$3,578
3.5	\$0	\$410	\$602	\$812	\$1,076	\$1,387	\$1,663	\$1,957	\$2,251	\$2,545	\$2,839	\$3,133	\$3,427	\$3,721
4.0	\$0	\$425	\$630	\$848	\$1,109	\$1,438	\$1,721	\$2,027	\$2,333	\$2,639	\$2,945	\$3,251	\$3,557	\$3,863
4.5	\$0	\$440	\$659	\$884	\$1,142	\$1,489	\$1,780	\$2,098	\$2,416	\$2,734	\$3,052	\$3,370	\$3,688	\$4,006
5.0	\$0	\$455	\$687	\$920	\$1,175	\$1,540	\$1,839	\$2,169	\$2,499	\$2,829	\$3,159	\$3,489	\$3,819	\$4,149
5.5	\$0	\$484	\$716	\$949	\$1,224	\$1,580	\$1,878	\$2,209	\$2,539	\$2,870	\$3,200	\$3,530	\$3,861	\$4,191
6.0	\$0	\$513	\$746	\$979	\$1,274	\$1,619	\$1,918	\$2,249	\$2,579	\$2,910	\$3,241	\$3,572	\$3,903	\$4,233
6.5	\$0	\$543	\$775	\$1,008	\$1,323	\$1,659	\$1,957	\$2,288	\$2,620	\$2,951	\$3,282	\$3,613	\$3,944	\$4,276
7.0	\$0	\$572	\$805	\$1,038	\$1,373	\$1,698	\$1,997	\$2,328	\$2,660	\$2,991	\$3,323	\$3,655	\$3,986	\$4,318
7.5	\$0	\$601	\$834	\$1,067	\$1,422	\$1,738	\$2,036	\$2,368	\$2,700	\$3,032	\$3,364	\$3,696	\$4,028	\$4,360
8.0	\$0	\$894	\$1,140	\$1,388	\$1,737	\$2,069	\$2,383	\$2,727	\$3,072	\$3,416	\$3,761	\$4,106	\$4,450	\$4,795
8.5	\$0	\$1,186	\$1,446	\$1,708	\$2,051	\$2,401	\$2,729	\$3,086	\$3,444	\$3,801	\$4,158	\$4,515	\$4,872	\$5,230
9.0	\$0	\$1,479	\$1,753	\$2,029	\$2,366	\$2,732	\$3,076	\$3,446	\$3,815	\$4,185	\$4,555	\$4,925	\$5,295	\$5,664
9.5	\$0	\$1,771	\$2,059	\$2,349	\$2,680	\$3,064	\$3,422	\$3,805	\$4,187	\$4,570	\$4,952	\$5,334	\$5,717	\$6,099
10.0	\$0	\$2,064	\$2,365	\$2,670	\$2,995	\$3,395	\$3,769	\$4,164	\$4,559	\$4,954	\$5,349	\$5,744	\$6,139	\$6,534
10.5	\$0	\$2,126	\$2,426	\$2,731	\$3,055	\$3,455	\$3,829	\$4,223	\$4,618	\$5,012	\$5,407	\$5,802	\$6,196	\$6,591
11.0	\$0	\$2,187	\$2,487	\$2,792	\$3,116	\$3,515	\$3,888	\$4,282	\$4,677	\$5,071	\$5,465	\$5,859	\$6,253	\$6,648
11.5	\$0	\$2,249	\$2,549	\$2,852	\$3,176	\$3,575	\$3,948	\$4,342	\$4,735	\$5,129	\$5,523	\$5,917	\$6,311	\$6,704
12.0	\$0	\$2,310	\$2,610	\$2,913	\$3,237	\$3,635	\$4,007	\$4,401	\$4,794	\$5,188	\$5,581	\$5,974	\$6,368	\$6,761
12.5	\$0	\$2,372	\$2,671	\$2,974	\$3,297	\$3,695	\$4,067	\$4,460	\$4,853	\$5,246	\$5,639	\$6,032	\$6,425	\$6,818

SCHEDULE 4
Appendix 4-B

Applicable to agreements approved post August 3, 2019.

Based on Table 1.4 Sanitary and Storm Sewer Oversizing Subsidy, City of London, Water and Wastewater Services, 2019 One Water Development Charge Update Study, February 2019.

Non-Circular Additional Subsidy

Type	Diameter (mm)													
	1050	1200	1350	1500	1650	1800	1950	2100	2250	2400	2550	2700	2850	3000
Box	0%	228%	202%	177%	151%	159%	129%	129%	128%	128%	127%	127%	126%	126%
Elliptical	0%	138%	135%	132%	130%	130%	129%	126%	124%	123%	121%	119%	117%	116%

SCHEDULE 4
Appendix 4-B

Based on Table 1.5 LID Subsidy Unit Cost Table for Construction and Restoration Work, City of London, Water and Wastewater Services, 2019 One Water Development Charge Update Study, October 5, 2018

Depth (m)	LID Subsidy (\$/m)
2.5	\$279
3.0	\$301
3.5	\$324
4.0	\$346
4.5	\$369
5.0	\$391
5.5	\$414
6.0	\$436
6.5	\$458
7.0	\$481
7.5	\$503
8.0	\$648
8.5	\$792
9.0	\$937
9.5	\$1,081
10.0	\$1,225

SCHEDULE 4
Appendix 4-C

Applicable to agreements approved prior to August 4, 2019.

Based on Table 4-2 Oversizing Subsidy for Watermains, AECOM 2014 Water Servicing Development Charge Background Study (March 2014).

Pipe Diameter (mm)	Subsidy Amount (\$/m)
250	\$0
300	\$60
400	\$155
450	\$245
500	\$420
600	\$700
750	\$1,125
900	\$1,455

SCHEDULE 4
Appendix 4-C

Applicable to agreements approved post August 3, 2019.

Based on Table 1.2 Watermain Oversizing Subsidy, City of London, Water and Wastewater Services, 2019 One Water Development Charge Update Study, February 2019.

Subsidy Amount (\$/m)	Diameter (mm)							
	250	300	400	450	500	600	750	900
	\$0	\$55	\$180	\$261	\$598	\$700	\$1,085	\$1,466

TO:	CHAIR AND MEMBERS STRATEGIC PRIORITIES AND POLICY COMMITTEE MEETING ON MAY 6, 2019
FROM:	ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER
SUBJECT:	2020-2023 MULTI-YEAR BUDGET

RECOMMENDATIONS

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer:

- a. The Multi-Year Budget Policy (attached as Appendix A) **BE RECEIVED** for information; it being noted that Civic Administration is not recommending any revisions to the policy.
- b. A 2020-2023 total average annual tax levy increase of approximately 2.7% **BE ENDORSED** for planning purposes; it being noted that this is intended to address costs of maintaining existing service levels (estimated to be 2.2% per year) and provide some additional funding for prioritized additional investments over the 2020-2023 period; it being further noted that the 2020-2023 Multi-Year Budget will determine the pace of implementation of the 2019-2023 Strategic Plan and that to fully implement the additional investments identified in the 2019-2023 Strategic Plan within the next four years, an average annual tax levy increase in excess of 3.2% would be required;
- c. The 2020-2023 Multi-Year Budget timetable (attached as Appendix B) **BE RECEIVED** for information; it being noted that the tabling of the 2020-2023 Multi-Year Budget has been set for December 9, 2019 at the Strategic Priorities and Policy Committee;
- d. The preliminary public engagement plan (attached as Appendix C) for the 2020-2023 Multi-Year Budget **BE ENDORSED**; it being noted that enhanced public engagement has been incorporated into the 2020-2023 Multi-Year Budget timetable noted above;
- e. The City's service review program, including, among others, zero-based budget reviews, asset reviews, and program reviews, aimed at identifying savings in service delivery **BE CONTINUED** through the 2020-2023 Multi-Year Budget period.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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Strategic Priorities and Policy Committee, meeting on July 23, 2018, agenda item 2.1 - Multi-Year Budget Policy Update
<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=47776>

LINK TO THE 2015-2019 STRATEGIC PLAN

Council's 2015-2019 Strategic Plan for the City of London identifies 'Leading in Public Service' as a strategic area of focus. The City of London's Multi-Year Budget process supports this strategic area of focus through the 'Proactive Financial Management' strategic priority. This strategic priority involves, among other things, ensuring that the City's finances are well planned and support intergenerational equity. The implementation of a Multi-Year Budget signifies that the City is looking beyond a short term focus when planning its finances. This results in improved accountability and transparency over spending changes and helps the City maintain positive operating results, stable debt levels, and strong liquidity, reflected in the recent affirmation of the City's Aaa credit rating (42 consecutive years).

BACKGROUND

Council approved the 2019-2023 Strategic Plan for the City of London on April 23, 2019, which sets the foundation for the development of the 2020-2023 Multi-Year Budget. Council will, through this process, be able to ensure that its priorities are achieved within the financial parameters Council establishes during its term. This Multi-Year Budget will represent the second four year budget developed and implemented by the City of London following the 2016-2019 Multi-Year Budget.

What is a Multi-Year Budget?

While many strategies within the Strategic Plan can be accomplished within current funding levels, some strategies will require additional funding in order to implement. Linking the Strategic Plan to the budget provides accountability between what is achieved and the cost to the taxpayer. Rather than approving a budget annually, Council will approve budgets for the next four years, with the last year being subject to reconfirmation by the new term of Council. The 2020-2023 Multi-Year Budget will provide the financial resources to implement the 2019-2023 Strategic Plan.

The benefits of multi-year budgeting include:

- Alignment of longer-term goals and objectives with longer-term funding plans;
- Greater certainty is provided to taxpayers/residents about the future direction of taxes and the timing of implementation of the Strategic Plan;
- Improved accountability and transparency over spending plan changes (amendments to the Multi-Year Budget);
- Flexible allocation of resources over time to accomplish goals/objectives;
- More efficient use of time and resources as the organization is not in ‘perpetual budget mode’; and
- Long-term financial planning supports maintenance of the City’s Aaa (stable) credit rating: “...the City of London displays strong governance and management practices, **such as the application of multi-year budgets**, which helps promote stable operations.” – Moody’s Investors Service Credit Opinion, September 19, 2018

2020-2023 Proposed Tax Levy Increase

Tax levy increases are always a difficult issue that requires balancing priorities. Many in the community acknowledge the existence of inflationary pressures to be provided for, assuming the organization is efficient and providing effective services desired by the community.

To set reasonable expectations, Civic Administration is recommending an average annual tax levy increase from rates of approximately 2.7% for the 2020-2023 period. This amount could vary by year, but on average, would be approximately 2.7% when averaged over the four year period. This increase will address: a) municipal cost pressures to maintain existing service levels and provide some additional flexibility for impacts of changes as a result of the provincial budget and b) provide partial additional funding for additional investments that are aligned with Council’s Strategic Plan over the 2020-2023 period.

a) Inflationary Pressures / Costs to Maintain Existing Service Levels:

While most identify the Canadian Consumer Price Index (CPI) as the primary measure of inflationary pressures, it is important to note that this is one of many inflationary indices.

Municipal governments have their own spending patterns that are different than those of other economic sectors¹ and are different from a household “basket” of goods and services which CPI is meant to represent. These goods and services may be subject to price volatility due to global market conditions. These differences are highlighted in the following table:

1 Developing a Municipal Price Index – Government Finance Review April 2010 – Government Finance Officers Association

Consumer Price Index – Basket of Goods/Services	Typical Municipal Spending – Example Basket of Goods/Services
Food, Shelter, Transportation, Clothing and Footwear, Health and Personal Care, Household Operations and Furnishings, Recreation Education and Reading, Alcoholic Beverages and Tobacco	Wages/Salaries and Benefits, Contracted Services, Building Maintenance and Rent, Equipment Purchases, Leases and Maintenance, Debt Servicing Costs, Specialized Supplies and Consumables (fuel, oil, natural gas/propane, electricity, salt, asphalt, chemicals, other construction materials, etc.)

The following factors were considered in assessing the pressures that can be expected in the short- to medium-term in order to maintain existing service levels:

- The Bank of Canada maintains a medium-term inflationary target of 2.0% (the midpoint of its range of 1.0-3.0%)², which represents the Bank’s inflation-control target through 2021;
- The Bank of Canada’s forecast of inflation is currently 2.0% for the end of 2019 continuing at 2.0% through 2020²;
- A review of the most recent (March/April 2019) economic forecasts published by Canada’s “Big 5” banks indicates that these institutions expect CPI inflation to range from 1.9% to 2.3% for 2020;
- A significant portion of the City of London’s expenditures relate to capital projects, which are more closely aligned with construction price indices rather than consumer price indicators. The non-residential building construction price index utilized to index the City’s Development Charges rates has been equal to or greater than 3.0% since 2016³.
- A great deal of uncertainty around cost and funding implications for a variety of City services due to the recent provincial budget.

Based on the above factors which represent the best information available at this time, it is reasonable to anticipate that cost pressures to maintain existing service levels will average at least 2.2% per year over the short- to medium-term.

b) Additional Investments:

The difference between the costs to maintain existing service levels and the 2.7% high end of the target range will represent additional funding that Council can use to aid in implementation of certain additional investments identified through the 2019-2023 Strategic Plan.

A number of additional investments have been identified through the strategic planning exercise; those endorsed in the Council-approved Strategic Plan will be referred to the 2020-2023 Multi-Year Budget. Council must consider the impact in terms of:

- speed versus cost;
- capacity to deliver; and
- ability to fund versus community impact/need

The 2020-2023 Multi-Year Budget will determine the pace of implementation of the 2019-2023 Strategic Plan. As such, Council will need to prioritize the implementation of its additional investments to stay within the recommended average tax levy increase. In development of the Strategic Plan, preliminary cost estimates were determined to provide an order of magnitude of potential budgetary impacts. Based on these preliminary estimates, to support full implementation of the Strategic Plan within four years, a total average annual levy increase in excess of 3.2% would be required (noting that costs and sources of financing will be further refined through the development of the initial 2020-2023 Multi-Year Budget).

While the 2.7% represents an average over the four years, Council may choose to increase the tax levy to accelerate the implementation of the prioritized additional investments, where possible, by increasing above 2.7% in the early years; the latter years of the plan would be reduced accordingly.

c) Service Review Program

In addition, Civic Administration recommends the continuation of the service review program that was implemented in recent years. Undertaking service reviews may yield savings that could be used over time to either reduce the pressure on tax increases or expand the scope/accelerate delivery of the initiatives supporting the Strategic Plan. The current service review program utilizes

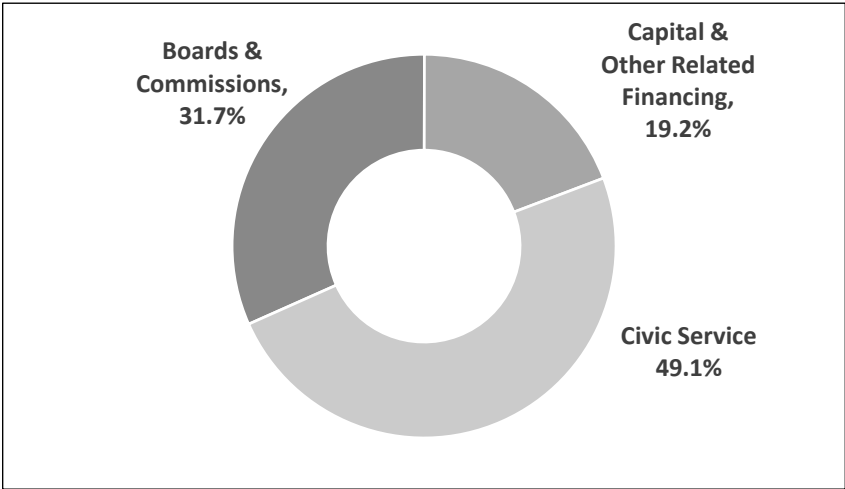
2 Bank of Canada – Monetary Policy Report, April 2019
3 Statistics Canada – Price Indexes of Non-Residential Building Construction by Class of Structure & Building Construction Price Index by Type of Building based on Q3 results.

various techniques such as:

- Zero-based budget reviews;
- Asset reviews;
- Program reviews;
- Lean Six Sigma;
- Organizational reviews;
- “Deep Dive” service reviews

The service review initiative has been successful in achieving \$3 million of permanent incremental savings since 2016 with an additional \$1 million to be achieved in 2019. Given the success of this initiative it is recommended that it be continued in future years. It is important to note, however, that these savings have been realized exclusively in civic service areas, despite civic service areas representing only approximately half of the net operating budget (see chart below). Given the efficiencies that have already been identified in civic service areas, it is anticipated that future service review opportunities may be more impactful on service delivery requiring potentially difficult decisions. For example, three “deep dive” reviews have recently been initiated that will inform the development of the Multi-Year Budget.

Relative Proportions of 2019 Net Operating Budget – Civic Service Areas, Boards and Commissions and Other Financing



d) Water and Wastewater & Treatment Rates:

The Water and Wastewater and Treatment utilities are very capital intensive and the budgets for these areas are influenced in large part by the required infrastructure investment needs. The City of London’s 2019 update to the Corporate Asset Management Plan is currently being finalized, which will provide updated information on asset conditions and investment requirements. This will inform the required 20 year capital investment plans for Water and Wastewater & Treatment, which will be incorporated into the 2020-2023 Multi-Year Budgets for the utilities. Once the magnitude of these needs are known, and other financing sources are assessed, the Water and Wastewater & Treatment proposed rates for 2020-2023 will be determined.

What Flexibility Will Council Have Once A Multi-Year Budget Is Approved?

Civic Administration is proposing a similar budget process to the inaugural 2016-2019 Multi-Year-Budget. Civic Administration will be seeking approval of a Multi-Year Budget for the period of 2020-2023. Commencing in 2021 and in each subsequent year of the Multi-Year Budget, Council is required by the *Municipal Act, 2001* to review and readopt the budget for that year. As part of the review process, Council is required to make changes that are required for the purpose of making the budget compliant with the provisions of the Act which include ensuring that the municipality has sufficient funds to pay all debts, amounts required for sinking funds or retirement funds and amounts required for boards, commissions or other bodies. As such, Council will have the opportunity to make other amendments or fine-tune the budget annually. In addition to the matters required to be addressed by the *Municipal Act, 2001*, the scope of annual budget changes may include, but are not limited to, the following:

- i. Changes to Council priorities impacting municipal services that require amendments to business plans and budgets;
- ii. External factors such as changes to Federal/Provincial policies that impact municipal costs, unanticipated changes in purchased services such as insurance premiums, or changes imposed on pension plan contributions;
- iii. Unanticipated changes to economic forecasts that impact municipal costs or revenues. For example, significant changes to interest rates may result in higher/lower costs of

borrowing; and

- iv. Changes to financing contained in the operating and capital budget as a result of capital project adjustments.

As with the previous Multi-Year Budget and corresponding annual updates, it is anticipated that budget amendments will be similarly categorized as:

- New or Changed Regulation – A new or changed legislation or regulation with a financial impact to the municipality.
- New Council Direction – A new Council direction that has transpired after the approval of the Multi-Year Budget.
- Cost or Revenue Driver – A corporate or service area budget adjustment as a result of changes in economic conditions.

Multi-Year Budget Policy

Civic Administration has attached a copy of the Multi-Year Budget Policy (Appendix A) for Council's reference. The policy was last updated in the summer of 2018 and, at this time, Civic Administration is not recommending any changes.

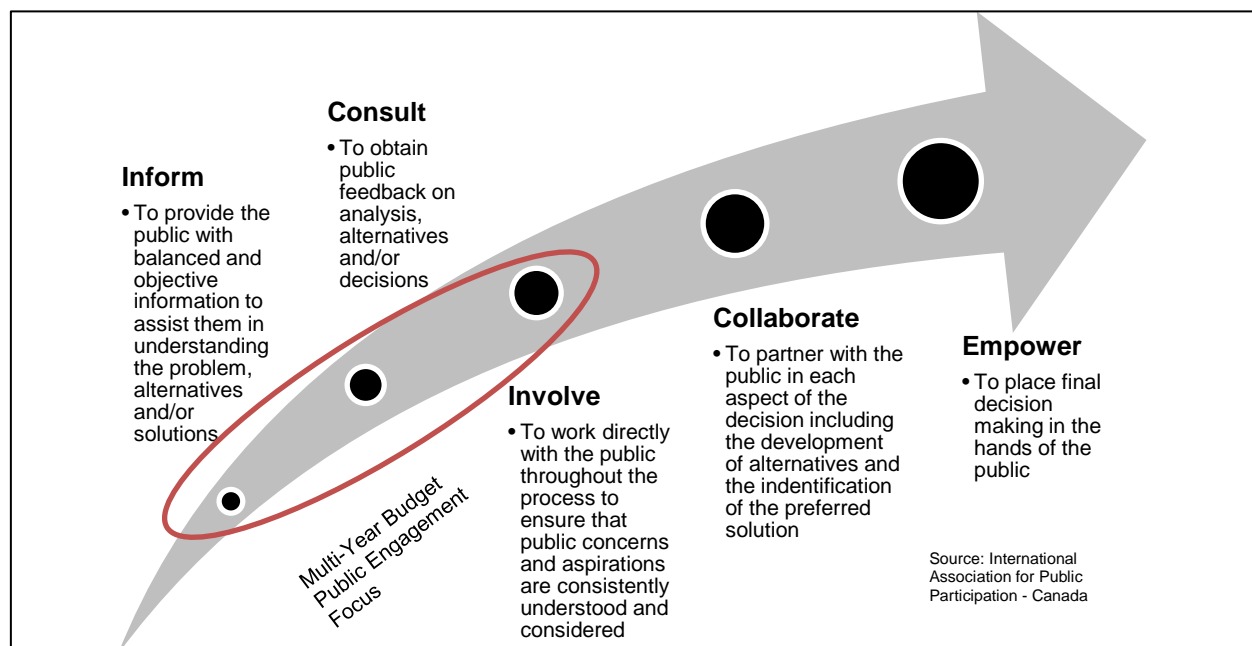
Budget Timetable

Civic Administration will be tabling the 2020-2023 Multi-Year Budget on December 9, 2019 with budget deliberations set to begin in January 2020. Civic Administration will be seeking final Council approval of the budget in March 2020. For the complete preliminary budget timetable refer to Appendix B.

Public Engagement

The City of London will continue to put substantial efforts and resources into public engagement activities. The Multi-Year Budget public engagement activities will be focused on informing, consulting and involving. It is important to note that these engagement activities complement the various engagement initiatives that the City already undertakes. The Multi-Year Budget is driven by other processes, notably the 2019-2023 Strategic Plan, which utilized various other public engagement tools and approaches covering the public participation spectrum.

Public Participation Spectrum – Focus of Multi-Year Budget Public Engagement



Based on previous feedback, survey results and research, Civic Administration is aware of a number of opportunities to improve its engagement activities, with the aim of increasing the level of participation. Elements that will be stressed in Civic Administration's plan include:

- Ensuring multiple channels are utilized to communicate engagement opportunities;
- Highlighting the various forms of feedback submission available to the community;
- Highlighting how participation and feedback is being incorporated into the decision making process; and
- Consideration of the times and location of events to increase accessibility.

Appendix C outlines all proposed City of London Multi-Year Budget consultation methods with associated timelines.

Next Steps

Civic Administration will be preparing and distributing budgetary guidelines to service areas and applicable Agencies, Boards and Commissions. The establishment of a reasonable tax levy target will be essential for Civic Administration to finalize such guidelines and work towards the development of the 2020-2023 Multi-Year Budget.

Summary

Council is being asked to endorse an average annual tax increase from rates of approximately 2.7% over the 2020-2023 period. This will incorporate funding to maintain existing service levels, and provide some funding for Council's additional investments as identified in the 2019-2023 Strategic Plan.

Also presented for Council's information and endorsement is a preliminary budget schedule and public engagement plan for the 2020-2023 Multi-Year Budget. Details for both the schedule and public engagement plan will continue to be finalized over the coming months.

PREPARED BY:	REVIEWED AND CONCURRED BY:
MARTIN GALCZYNSKI, CPA,CA MANAGER OF FINANCIAL PLANNING & POLICY	KYLE MURRAY, CPA, CA DIRECTOR OF FINANCIAL PLANNING & BUSINESS SUPPORT
RECOMMENDED BY:	
ANNA LISA BARBON, CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER	

Cc:

Jason Davies - Manager, Financial Planning & Policy
Alan Dunbar - Manager, Financial Planning & Policy
Bryan Baar - Senior Financial Business Administrator
John Millson - Senior Financial Business Administrator

APPENDIX A

Policy Name: Multi-Year Budget Policy

Legislative History: Enacted June 13, 2017 (By-law No. CPOL.-45-241)

Last Review Date: July 23, 2018

Service Area Lead: Manager III, Financial Planning & Policy

1. Policy Statement

Municipal Act, 2001, Section 291(1) authorizes a municipality to prepare and adopt a budget covering a period of two to five years in the first year to which the budget applies or in the year immediately preceding the first year to which the budget applies. The process for preparing and adopting a multi-year budget and the requirements for a municipality's budget are prescribed in the *Municipal Act, 2001*.

If a municipality chooses to adopt a multi-year budget, establishing an annual review process is mandatory as outlined in section 291(4) of the *Municipal Act, 2001*. The annual review process requires Council to readopt the budget for that year and subsequent years that the budget applies in order to ensure the municipality has sufficient funds to pay all debts, amounts required for sinking funds or retirement funds, and amounts required for boards, commissions or other bodies. Also, pursuant to section 290(6) of the *Municipal Act, 2001* the passing of a multi-year budget does not limit the power of a municipality to amend or revoke a budget adopted under section 290 nor does it remove the obligation of a municipality to levy taxes in each year.

Integration and alignment of Council's Strategic Plan to the multi-year budget links the delivery of the Strategic Plan with the funding requirements. Benefits of multi-year budgeting include the following:

- Alignment of longer-term goals and objectives with longer-term funding plans;
- Greater certainty is provided to tax payers/residents about the future direction of taxes and the timing of implementation of the Strategic Plan;
- Improved accountability and transparency over spending plan changes; and
- Prioritization principles aligned with service delivery principles that include:
 - Risk profile
 - Degree and speed of implementation.
 - Balancing competing needs across various strategic areas of focus.
 - Impact to the community.

Purpose

The purpose of the multi-year budget policy is to define the approach to be used for multi-year budgeting and Council approvals.

2. Definitions

- 2.1. **Capital Budget** – A budget that funds new infrastructure projects as well as expands and maintains existing infrastructure. Some of the expenses could include: A new arena, widening roads, and roof replacement on an existing community centre.
- 2.2. **City Treasurer** – The individual appointed by the municipality as treasurer.
- 2.3. **Civic Service Areas** – Service areas that operate within the Corporation.
- 2.4. **Boards and Commissions** – Groups outside the Corporation, typically (although not always) funded by the municipal tax base, that provide specific and/or specialized services to the London community.
- 2.5. **Multi-Year Budget** – Approval of a four year operating and capital budget.
- 2.6. **Multi-Year Budget Policy** – Refers to this policy
- 2.7. **Municipal Act** – Refers to legislation that governs municipalities in Ontario.
- 2.8. **Operating Budget** – A budget that funds the day to day operations of the municipality. Some of the expenses could include personnel, utilities, and reserve fund contributions.

3. Applicability

The scope of multi-year budgeting, including both operating and capital, extends to all City of London Service Areas, boards, and commissions.

4. The Policy

4.1. Approvals / Adjustments to Multi-Year Budget:

- 4.1.1. A multi-year budget is developed covering a four year time period beginning in the second year of a new Council term. Annual updates for years two and three will be brought forward for Council consideration during the remaining Council term. The first year of a new Council term will reconfirm the fourth year of the multi-year budget.
- 4.1.2. Early in a new Council term, Council will develop its Strategic Plan.
- 4.1.3. Council will approve a four year average annual tax levy adjustment from rates that addresses municipal inflationary pressures and funding for new strategic initiatives that are aligned with Council's Strategic Plan.
- 1.1.4. After Council approves the Strategic Plan and the multi-year budget, Civic Administration will finalize corporate business plans that clearly outline the current state and future direction of each service. The business plans will identify the strategies and priorities that are driving the strategic direction of the service. All strategies and priorities must be aligned with the Council's Strategic Plan and the funding approved through the multi-year budget. Throughout the multi-year budget process, business plans will be modified for material changes that result from any material amendments through annual updates.
- 4.1.5. Civic Administration will present to Council a budget that is in compliance with the *Municipal Act, 2001*. The budget will contain adjustments to reflect inflationary pressures and strategic initiatives that would further adjust the budget requirement. Each strategic initiative submitted for Council consideration shall be supported with a comprehensive business case.
- 4.1.6. In the first year of a budget cycle, the Civic Administration will be seeking approval of a multi-year budget for a four year period. Commencing in the second year and in each subsequent year of the multi-year budget, Council is required by the *Municipal Act, 2001* to review and readopt the budget for that year. As part of the review process, Council is required to make changes that are required for the purpose of making the budget compliant with the provisions of the *Act* which include ensuring that the municipality has sufficient funds to pay all debts, amounts required for sinking funds or retirement funds and amounts required for boards, commissions or other bodies. As such, Council will have the opportunity to make other amendments to the budget annually. In addition to the matters required to be addressed by the *Municipal Act, 2001*, the scope of annual budget changes may include, but are not limited to, the following:
 - a) **New or Changed Regulation** – A new or changed legislation or regulation with a financial impact to the municipality.
 - b) **New Council Direction** – A new Council direction that has transpired after the approval of the multi-year budget.
 - c) **Cost or Revenue Driver** – A corporate or service area budget adjustment as a result of changes in economic conditions.

Proposed changes to future years' operating budgets should only be brought forward and approved once per year. Adjustments are limited to once per year, during the annual update period, to ensure that all requests are considered together.

- 4.1.7. The Treasurer or designate is authorized to make adjustments considered "housekeeping" in nature including operating and capital budget transfers made by a service area that do not change the net budget for each year (i.e. budget changes are immaterial).
- 4.1.8. The City Treasurer or designate would be authorized to release budget funds prior to a new multi-year budget or annual budget update approval up to a prorated

amount based on the previous fiscal year’s approved budget. Such authorization will continue for a reasonable period of time until budget approval of a new multi-year budget or annual budget update.

4.2. Policy Review

4.2.1. The Multi-Year Budget Policy shall be reviewed at a minimum every four years, after each multi-year budget period, by the City Treasurer and be updated as deemed appropriate or required.

APPENDIX B

Budget Timetable

Description	Target Date
Table the General Property Tax & Water/Wastewater & Treatment Budgets	December 9, 2019 (4pm at SPPC)
Budget Public Participation Meeting	January 23, 2020 (4pm at SPPC)
Property Tax & Water/Wastewater Treatment “Operating Budget Review”	January 30, 2020 (9:30am at SPPC) January 31, 2020 – if needed (9:30am at SPPC)
Property Tax & Water/Wastewater Treatment “Capital Budget Review”	February 6, 2020 (9:30am at SPPC) February 7, 2020 – if needed (9:30am at SPPC)
Property Tax & Water/Wastewater Treatment “Budget Review” (If Needed)	February 13, 2020 – if needed (9:30am at SPPC) February 14, 2020 – if needed (9:30am at SPPC)
Property Tax & Water/Wastewater Treatment Budget Approval	March 3, 2020 (4pm at Council)

* More detailed information on the structure of the agendas for these sessions will be determined in the upcoming months.

APPENDIX C

Preliminary Budget Public Engagement Plan

The below table represents the approaches the City of London intends to use to engage with the public on the 2020-2023 Multi-Year Budget.

It being the start of a multi-year budget cycle, the biggest adjustment that should be noted from the 2019 Budget Update is the inclusion of more front-end engagement.

Consultation Vehicles	Comments/Notes	Potential Timelines
Pop Up Events	<ul style="list-style-type: none"> Set up multiple short events at locations open to the public to engage with the community, with the focus being on education with respect to municipal finances & the budget. 	June 2019 – August 2019
Social Media	<ul style="list-style-type: none"> Continue to use and enhance our Twitter and Facebook accounts to distribute information about meetings. Enhance use of social media for educational purposes, such as FAQ's/quick facts about the budget & municipal services. 	June 2019 – February 2020
On-line Budget Allocator	<ul style="list-style-type: none"> Provide an interactive on-line tool that allows Londoners to submit preferences on services and additional investments. 	July 2019 – January 2020
Focus Groups/Community Groups & Events	<ul style="list-style-type: none"> The City Treasurer (and/or designates) will attend meetings/gatherings (such as City Service Fair in partnership with the Urban League) to do a short presentation as well as Q&A session. 	August 2019 – January 2020
Attendance at Councilor Ward Meetings	<ul style="list-style-type: none"> Participate in Councilor ward meetings to present information and answer questions regarding the budget and/or municipal finances. 	As Requested by Councilors
Open Data	<ul style="list-style-type: none"> Continue to post all budget information on www.london.ca in a timely fashion with improvements to content and readability. Explore opportunities for budget information to become more interactive for individuals or entities to use data as they see fit. 	December 2019 – February 2020
Budget Open Houses (x2)	<ul style="list-style-type: none"> Opportunities for residents to come out and speak with Civic Administration to ask questions and provide priorities/preferences. 	Early – Mid January 2020
Budget Participation Meeting	<ul style="list-style-type: none"> An opportunity for residents to provide written submissions and speak to Council members to provide input on the budget. 	January 23, 2020



111 Horton Street
P.O. Box 2700
London, ON N6A 4H6

Powering London.
Empowering You.

April 12, 2019

Mayor Ed Holder
The Corporation of the City of London
Office of the Mayor
300 Dufferin Avenue
London, Ontario N6A 4L9

Re: Appointments/Affirmations of London Hydro's Board of Directors

Dear Mayor Holder:

After five strong years of leadership, hard work and significant time commitment, Mohan Mathur, P.Eng., Ph.D., FCAE, has decided to relinquish the Board Chair responsibilities. Mohan has also elected to retire from the London Hydro Board after having served for over 13 years. Former Dean of Western Engineering, Mohan was instrumental in shaping the technology innovation culture and in nurturing the safety culture at London Hydro. All of us profoundly thank him for his contributions to the success of London Hydro and wish him the very best in the future. With Mohan's exit, we will lose engineering skills on the Board. Please note, the Board of London Hydro has elected Gabe Valente as Chair and Connie Graham as Vice Chair, effective March 1, 2019.

London Hydro has been a very successful corporation with excellent performance and sound financial returns. This is the result of a well-functioning, skilled and experienced Board which has over the years maintained a high standard of governance. The average tenure of the current Board members is about 7.7 years, much less than desirable; this is because of the two new appointments of Board members in 2016 and 2017. Ideally, it would be more appropriate to maintain an average tenure of 9 years or more for good governance of the corporation, especially a strictly regulated and yet competitive organization, like London Hydro. Also, with Mohan's exit our average tenure will decline to about 6 years.

Ex-Mohan, London Hydro has strong financial, business and strategic expertise in the current mix of its Board members; thus, it is necessary and appropriate to seek a new member with engineering skills to replace Mohan. Such a selection will again complete the required skill set for the corporation. It would be consistent with London Hydro's Shareholder Declaration, the Ontario Energy Board's draft Governance Guidelines as well as the Office of the Superintendent of Financial Institutions of Canada's requirements for a high performing Board to have all-round skills from engineering to finance to strategy. Therefore, please consider this letter as a request to City Council to elect a new Board member to replace Mohan for Class III, specifically with a candidate that has engineering skills. The remaining Board members in the various classes have all expressed interest to continue to serve on the Board of London Hydro.

The former Western Engineering Dean, Andy Hrymak, PhD, PEng., who is presently Western's Provost & Vice President (Academic), had previously applied to be a member of our Board in 2017 when Guy Holburn was the eventual appointee. Our understanding is that Andy is still willing to be nominated for the appointment to London Hydro's Board. Given Andy's engineering qualifications as well as our experience of having worked with him on many research projects during his tenure as Dean of Engineering, London Hydro strongly endorses his candidacy. We believe that Andy's experience and qualifications will strengthen the collective skills of the London Hydro Board.

With the noted vacancy for Mohan's replacement, we will separately prepare and submit the necessary shareholder resolution at the time of our Annual General Meeting regarding the following nominations for the various Classes of London Hydro's Board members for Council's consideration.

Class	Number of Board Members	Board Members	Skills/Competencies	Nomination for 2019
I	2	Jack Smit	Finance	Nominated
		Gabe Valente	Finance	Nominated
II	2	Guy Holburn	Business/Regulatory	Nominated
		Connie Graham	Strategy	Nominated
III	2	Marilyn Sinclair	IT & Business	Nominated
		Vacancy	Engineering	Vacant
IV	1	Michael van Holst	Community	Nominated

Sincerely,



Gabe Valente, Chair, Board of Directors
London Hydro Inc.

✓ c. Cathy Saunders, City Clerk, Corporation of the City of London