



# Council Agenda

The 5th Meeting of City Council

March 2, 2020, 4:00 PM

Council Chambers

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The Council will break for dinner at approximately 6:30 PM, as required.

Pages

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

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

4.1 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/3/CPSC)

4.2 Land Acquisition / Solicitor-Client Privilege / Commercial and Financial Information of the Corporation with Potential Monetary Value / Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes

A matter pertaining to the proposed or pending lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/3/CPSC)

4.3 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/5/CSC)

4.4 Personal Matters/Identifiable Individuals

A matter pertaining to personal matters about identifiable individuals,

including municipal or local board employees. (6.2/5/CSC)

4.5 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/5/CSC)

4.6 Solicitor-Client Privileged Advice

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/4/SPPC)

4.7 Personal Matters/Identifiable Individual / Labour Relations/Employee Negotiations

A matter related to identifiable individual(s), including municipal or local board employees and labour relations or employee negotiations. (6.2/4/SPPC)

4.8 Personal Matters/Identifiable Individuals

A matter pertaining to personal matters about identifiable individuals, including municipal or local board employees. (6.1/6/SPPC)

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

5.1 4th Meeting held on February 11, 2020

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**6. Communications and Petitions**

6.1 Cost Recovery for Fire Services - Third Party Cost Recovery - Fire Marque

(Refer to the Community and Protective Services Committee Stage for Consideration with item 16 (4.1) of the 3rd Report of the Community and Protective Services Committee)

1. K. Dash, District Chief, London Fire Department

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2. C. M. Simpson, IBAO, S. Pountney, IBAO and S. Off, LIBA

68

6.2 Short-Term Accommodations - Proposed Regulations

(Refer to the Community and Protective Services Committee Stage for Consideration with item 15 (2.13) of the 3rd Report of the Community and Protective Services Committee)

1. L. Lowe - 2368 Red Thorne Avenue

71

**7. Motions of Which Notice is Given**

**8. Reports**

8.1 3rd Report of the Community and Protective Services Committee

73

1. Disclosures of Pecuniary Interest
2. (2.1) 1st Report of the Accessibility Advisory Committee
3. (2.2) Implementation of the Community Mental Health and Addictions Strategy
4. (2.3) Ontario Works Employment Innovations Purchase of Service Agreement - London Circles Initiative (Relates to Bill No. 96)
5. (2.4) Coordinated Informed Response - Year End Update
6. (2.5) Homeless Prevention CHPI Purchase of Service Agreement Template (Relates to Bill No. 97)
7. (2.6) Homeless Prevention Standard Form Agreement for Tenant Placement (Relates to Bill No. 98)
8. (2.7) Ontario Labour Market Partnership Agreement - Market Research Increased Labour Market Participation in the London Economic Region (Relates to Bill No. 99)
9. (2.8) Ontario Transfer Payment Agreement - Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex
10. (2.9) Swimming Pool Fence By-law - Proposed Amendments
11. (2.11) Vacant Buildings By-law
12. (2.12) Property Standards By-law - Proposed Amendments
13. (2.10) Suppressing Crime Through Business Licensing Regulations - Theft of Gasoline and Scrap Metal
14. (2.13) Short-Term Accommodations - Proposed Regulations
15. (3.1) 1st Report of the Community Safety and Crime Prevention Advisory Committee
16. (4.1) Cost Recovery for Fire Services - Third Party Cost Recovery - Fire Marque
17. (4.2) Conestoga Hut Pilot
18. (5.1) Deferred Matters List
19. (5.2) 3rd Report of the Animal Welfare Advisory Committee
20. (5.3) Agreement for London and Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada (Relates to Bill No. 100)

8.2 5th Report of the Corporate Services Committee

92

1. Disclosures of Pecuniary Interest
2. (2.1) Code of Ethics (Relates to Bill No. 104)
3. (2.2) Court Security and Prisoner Transportation Program

	Transfer Payment Agreement (Relates to Bill No. 93)	
	4. (2.4) 2019 Annual Update on Budweiser Gardens	
	5. (2.6) Corporate Asset Management System Contract Amendment - Assetic Canada Holdings Inc. (Relates to Bill No. 95)	
	6. (2.8) 4th Report of the City Manager Search Committee	
	7. (2.3) Single Source 20-06 Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program Agreement (Relates to Bill No. 94)	
	8. (2.5) Future Tax Policy - Possible Directions	
	9. (2.7) Old Victoria Hospital Lands Phase II - Lands Disposition	
	10. (4.1) Voluntary Climate Change Contributions	
8.3	3rd Report of the Civic Works Committee	97
	1. Disclosures of Pecuniary Interest	
	2. (2.1) Transportation Management Centre Fibre Optic Cable - Single Source	
	3. (2.2) 2019 Drinking Water Annual Report and Summary Report for the City of London Distribution System	
	4. (2.3) 2019 External Audit of London's Drinking Water Quality Management System and 2019 Management Review	
	5. (2.4) Sole Source Award Acoustic Fiber Optic Monitoring Contract	
	6. (4.1) User-Pay Christmas Tree Pick Up	
	7. (4.2) Deleting Curbside Organics Collection	
	8. (4.3) Removal of Trees on Runnymede Crescent	
	9. (4.4) "Right to Approve" Landfill Developments	
	10. (5.1) Transportation Advisory Committee 2020 Work Plan - Feedback	
	11. (5.2) Cycling Advisory Committee 2020 Work Plan - Feedback	
	12. (5.3) 3rd Report of the Cycling Advisory Committee	
	13. (5.4) Deferred Matters List	
8.4	5th Report of the Planning and Environment Committee	105
	1. Disclosures of Pecuniary Interest	
	2. (2.1) Limiting Distance (No Build) Agreement between The Corporation of the City of London and MJ London Properties Inc. (515 Burbrook Place) (Relates to Bill No. 101)	

3. (2.2) Application - Removal of Holding Provisions (h-53) - 435 Callaway Road (Formerly 365 Callaway Road) (H-9138) (Relates to Bill No. 106)
  4. (2.3) Community Improvement Plan Loan Deferral in Downtown and Old East Village Due to Road Construction (Relates to Bill No. 102 and 103)
  5. (3.1) Request for Council Resolution, under Section 45(1.4) of the Planning Act, 1990-1331 Hyde Park Road
  6. (3.2) Application - 1600/1622 Hyde Park Road and 1069 Gainsborough Road (Z-9067) (Relates to Bill No. 107)
  7. (3.3) 3rd Report of the London Advisory Committee on Heritage
  8. (4.1) 3rd Report of the Advisory Committee on the Environment
- 8.5 4th Report of the Strategic Priorities and Policy Committee - BUDGET 119
1. Disclosures of Pecuniary Interest
  2. (2.1) 2020-2023 Multi-Year Budget Public Engagement Feedback Update
  3. (3.1) Introductory Presentation
  4. (4.1) Culture
  5. (4.2) Economic Prosperity
  6. (4.3) Environmental Services
  7. (4.4) Parks, Recreation and Neighbourhood Services
  8. (4.5) Planning and Development Services
  9. (4.6) Protective Services
  10. (4.7) Social and Health Services
  11. (4.8) Transportation Services
  12. (4.9) Corporate, Operational and Council Services
  13. (4.10) Financial Management
  14. (4.11) Business Cases for Potential Net Levy Reductions
  15. (4.12) Business Cases for Additional Investment - Administratively Prioritized
  16. (4.13) Business Cases for Additional Investment - For Consideration
  17. (4.14) 2020-2023 Multi-Year Budget Overviews
  18. (4.15) Reconciliation of the Tabled Budget to the Public Sector Accounting Board Financial Statement Budget

19.	(4.16) 2020-2023 Multi-Year Budget - Additional Recommendations	
20.	(4.17) Water and Wastewater & Treatment Services	
8.6	6th Report of the Strategic Priorities and Policy Committee	186
1.	Disclosures of Pecuniary Interest	
8.7	7th Report of the Strategic Priorities and Policy Committee	187
1.	Disclosures of Pecuniary Interest	
2.	(3.1) 2020-2023 Multi-Year Budget	
<b>9.</b>	<b>Added Reports</b>	
9.1	5th Report of Council in Closed Session	
<b>10.</b>	<b>Deferred Matters</b>	
<b>11.</b>	<b>Enquiries</b>	
<b>12.</b>	<b>Emergent Motions</b>	
<b>13.</b>	<b>By-laws</b>	
	By-laws to be read a first, second and third time:	
13.1	Bill No. 92 By-law No. A.- _____ - ____	206
	A by-law to confirm the proceedings of the Council Meeting held on the 2nd day of March, 2020. (City Clerk)	
13.2	Bill No. 93 By-law No. A.- _____ - ____	207
	A by-law to approve the Ontario Transfer Payment Agreement for the Court Security and Prisoner Transportation Program with Her Majesty the Queen in right of Ontario as represented by the Solicitor General; and to authorize the Mayor and City Clerk to execute the Agreement. (2.2/5/CSC)	
13.3	Bill No. 94 By-law No. A.- _____ - ____	234
	A by-law to approve the Agreement between the Royal Bank of Canada and The Corporation of the City of London. (2.3b/5/CSC)	
13.4	Bill No. 95 By-law No. A.- _____ - ____	324
	A by-law to approve an Amending Agreement between The Corporation of the City of London and Assetic Canada Holdings Inc. to provide for the ongoing license and support fees for the Corporate Asset Management Computer System. (2.6/5/CSC)	
13.5	Bill No. 96 By-law No. A.- _____ - ____	457
	A by-law to approve the Agreement for the delivery of the London Circles Initiative between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes. (2.3/3/CPSC)	
13.6	Bill No. 97 By-law No. A.- _____ - ____	476

	A by-law to authorize and approve a standard form Community Homeless Prevention Initiative Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various service providers where program funding is provided through the Ontario Community Homeless Prevention Initiative. (2.5/3/CPSC)	
13.7	Bill No. 98 By-law No. A.- _____ - ____  A by-law with respect to a standard form agreement for tenant placement by Homeless Prevention in the City of London. (2.6/3/CPSC)	497
13.8	Bill No. 99 By-law No. A.- _____ - ____  A by-law to approve the Ontario Labour Market Partnership Agreement – Market Research - “Increased Labour Market Participation in the London Economic Region” between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London. (2.7/3/CPSC)	501
13.9	Bill No. 100 By-law No. A.- _____ - ____  A by-law to authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership. (5.3/3/CPSC)	549
13.10	Bill No. 101 By-law No. A.- _____ - ____  A by-law to approve a limiting distance agreement between the Corporation of the City of London and MJ LONDON PROPERTIES INC. for the property at 515 Burbrook Place, and to delegate authority to the Managing Director, Environmental & Engineering Services & City Engineer, to execute the agreement on behalf of the City of London as the adjacent property owner. (2.1/5/PEC)	575
13.11	Bill No.102 By-law No. C.P.-1467(____)-____  A by-law to amend C.P.-1467-175, as amended, being “A by-law to establish financial incentives for the Downtown Community Improvement Project Areas”. (2.3a/5/PEC)	581
13.12	Bill No. 103 By-law No. C.P.-1468(____)-____  A by-law to amend C.P.-1468-176, as amended, being “A by-law to establish financial incentives for the Old East Village Community Improvement Project Area”. (2.3b/5/PEC)	620
13.13	Bill No. 104 By-law No. CPOL.- _____ - ____  A by-law to adopt a new Council Policy By-Law entitled “Code of Ethics”. (2.1/5/CSC)	653
13.14	Bill No. 105 By-law No. S.- _____ - ____  A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Old Victoria Road, south of Hamilton Road). (Chief Surveyor – for road widening purposes on Old Victoria Road)	663

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|-------|--|-----|
| 13.15 | Bill No. 106 By-law No. Z.-1-20_____   | 665 |
|       | A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at located at 435 Callaway Road (formerly 365 Callaway Road) (2.2/5/PEC) |     |
| 13.16 | Bill No. 107 By-law No. Z.-1-20_____   | 667 |
|       | A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1600/1622 Hyde Park Road and 1069 Gainsborough Road. (3.2/5/PEC)                                  |     |
| 13.17 | Bill No 108 By-law No. A.-_____ - _____  | 670 |
|       | A by-law respecting the 2020 – 2023 Multi-Year Tax Supported Operating and Capital Budget for The Corporation of the City of London.                                     |     |

**14. Adjournment**



## Council Minutes

The 4th Meeting of City Council  
February 11, 2020, 4:00 PM

Present: Mayor E. Holder, 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

Also Present: A. Barbon, G. Barrett, B. Card, S. Datars Bere, M. Geudens, G. Kotsifas, L. Livingstone, C. Mallia, J.P. McGonigle, P. McKague, C. Saunders, M. Schulthess, C. Smith, S. Stafford, J. Stanford, S. Tatavarti, J. Taylor, B. Warner, B. Westlake-Power.

The meeting is called to order at 4:02 PM, with all Members present.

### 1. Disclosures of Pecuniary Interest

Councillor J. Helmer discloses a pecuniary interest in Item 3 (2.2) of the 5th Report of the Strategic Priorities and Policy Committee, having to do with a review of service delivery for municipal golf, by indicating that his father is employed by the National Golf Course Owners Association of which The Corporation of the City of London is a member.

### 2. Recognitions

None.

### 3. Review of Confidential Matters to be Considered in Public

None.

### 4. Council, In Closed Session

Motion made by: E. Peloza

Seconded by: P. Van Meerbergen

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

#### 4.1. Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.  
(6.1/4/CSC)

#### 4.2. Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.  
(6.2/4/CSC)

4.3. Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/4/CSC)

4.4. Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/4/CSC)

4.5. Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/4/CSC)

4.6. Confidential Trade Secret, Scientific, Technical, Commercial, Financial or Labour Relations Information Supplied to the Corporation in Confidence / Personal Matters/Identifiable Individuals / Solicitor-Client Privileged Advice

Two matters pertaining to trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization as provided by Odgers Berndtson; a matter for the purpose of educating or training the members, and no additional discussion of any matter that materially advances the business or decision-making of the council or committee; and a matter pertaining to advice subject to solicitor-client privilege with respect to confidentiality agreements for Council Members. (6.6/4/CSC)

4.7. Solicitor-Client Privilege/Litigation or Potential Litigation

This report can be considered in a meeting closed to the public as the subject matter being considered pertains to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/4/PEC)

Yeas: (15): Mayor E. Holder, 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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

The Council rises and convenes In Closed Session at 4:08 PM, with His Worship the Mayor in the Chair and all Members present.

The Council In Closed Session rises at 4:31 PM and reconvenes in public session at 4:33 PM, with His Worship the Mayor in the Chair and all Members present.

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

5.1 3rd Meeting held on January 28, 2020

Motion made by: S. Lehman  
Seconded by: P. Van Meerbergen

That the Minutes of the 3rd Meeting held on January 28, 2020 BE APPROVED.

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**6. Communications and Petitions**

6.1 Victoria Park Secondary Plan (O-8978)

Motion made by: M. van Holst  
Seconded by: M. Salih

That the following communications regarding the Victoria Park Secondary Plan (O-8978) BE RECEIVED and BE REFERRED to the Planning and Environment Committee Stage for consideration with Item 11(3.4) of the 4th Report of the Planning and Environment Committee:

1. J. Grainger, Architectural Conservancy Ontario - London Region;
2. R. Zelinka, Zelinka Priamo Ltd.;
3. K. Muir, GSP Group Inc.;
4. K. McKeating, 329 Victoria Street; and
5. S. Stapleton, Auburn Developments Inc.

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**7. Motions of Which Notice is Given**

None.

**8. Reports**

8.1 4th Report of the Corporate Services Committee

Motion made by: M. van Holst

That the 4th Report of the Corporate Services Committee BE APPROVED

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. van Holst

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 3rd Report of the City Manager Search Committee

Motion made by: M. van Holst

That the 3rd Report of the City Manager Search Committee, from its meeting held on January 22, 2020 BE RECEIVED for information.

**Motion Passed**

3. (4.1) Consideration of Appointment to the Advisory Committee on the Environment

Motion made by: M. van Holst

That the following individuals BE APPOINTED to the Advisory Committee on the Environment for the term ending June 30, 2021:

Robert Pate  
Joseph Santarelli  
Natalie Beauregard  
Brennan Vogel

**Motion Passed**

4. (5.1) Corporate Services Committee Deferred Matters List

Motion made by: M. van Holst

That the Corporate Services Committee Deferred Matters List, as of January 24, 2020, BE RECEIVED, with the removal of item 1.1, related to "Sister Cities".

**Motion Passed**

- 8.2 2nd Report of the Civic Works Committee

Motion made by: S. Lehman

That the 2nd Report of the Civic Works Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, 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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.2) Tree Impacts for 2020 Infrastructure Renewal Program

Motion made by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the staff report dated February 4, 2020, with respect to tree removal, mitigation, and communication as part of the 2020 Infrastructure Renewal Program BE RECEIVED for information. (2020-E04)

**Motion Passed**

3. (2.3) Award of Contract - RFP 19-33: Restoration of the Farmhouse at Dingman Creek Pumping Station

Motion made by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of a construction contract for the restoration of the farmhouse at the Dingman Creek Pumping Station:

- a) the bid submitted by Robertson Restoration, BE ACCEPTED in the total amount of \$143,520.00, including a \$67,735.00 contingency (excluding HST);
- b) the financing for the project BE APPROVED in accordance with the "Sources of Financing Report" as appended to the staff report dated February 4, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-R01)

**Motion Passed**

4. (2.4) Award of Contract - RFP 19-59: Installation of Sludge Mixing Systems at Greenway Wastewater Treatment Plant

Motion made by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of a construction contract for the installation of sludge mixing systems at Greenway Wastewater Treatment Plant:

- a) the bid submitted by Dielco Industrial Contractors Ltd., BE ACCEPTED in the total amount of \$369,321.58, including contingency (excluding HST);
- b) the financing for the project BE APPROVED in accordance with the "Sources of Financing Report" as appended to the staff report dated February 4, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

**Motion Passed**

- 5. (2.5) Single Source Purchase of Two Turbo Blowers for the Oxford Wastewater Treatment Plant

Motion made by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Single Source Purchase of two APG-Neuros blowers for the Oxford wastewater treatment plant:

- a) the price submitted by APG-Neuros of \$284,000 (excluding HST), for the supply of two blowers and associated components BE ACCEPTED;
- b) the financing for these acquisitions BE APPROVED as set out in the "Sources of Financing Report" as appended to the staff report dated February 4, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the work to be done relating to this project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

**Motion Passed**

- 6. (2.7) 1st Report of the Rapid Transit Implementation Working Group

Motion made by: S. Lehman

That the 1st Report of the Rapid Transit Implementation Working Group, from its meeting held on January 27, 2020, BE RECEIVED.

**Motion Passed**

- 7. (2.1) 2nd Report of the Cycling Advisory Committee

Motion made by: S. Lehman

That the following actions be taken with respect to the 2nd Report of the Cycling Advisory Committee, from its meeting held on January 15, 2020:

- a) that work plan items 18.1, 18.12, 18.3, 19.1, 19.7, and 19.8 BE APPROVED;

- b) the remainder of the ~~attached~~ 2020 Cycling Advisory Committee work plan BE REFERRED to the Civic Administration to review and refine the listed projects in order to ensure alignment and timing with approved City projects in 2020/2021, with a report back at the next Civic Works Committee meeting;
- c) the Civic Administration BE INVITED to attend a future meeting of the Cycling Advisory Committee to provide updates and information on the development of the climate emergency evaluation tool and how it applies to the budget process; it being noted that the ~~attached~~ presentation from A. Dunbar, Manager III, Financial Planning and Policy, with respect to the City's active transportation budget, was received;
- d) the following actions be taken with respect to the 2020 Cycling Advisory Committee Budget:
  - i) a member of the Cycling Advisory Committee (CAC) BE PERMITTED to attend the 2020 Share the Road conference;
  - ii) the expenditure of up to \$375.00 + tax from the 2020 CAC budget BE APPROVED to cover the conference fees as noted in part a) above; and,
  - iii) if selected by the conference organizers to participate, that the above-noted CAC member BE PERMITTED to present at said conference on the topic of "revisiting cycling master plans using a climate emergency lens"; it being noted that the CAC will provide the Civic Administration with a copy of the above-noted presentation for review before the conference date; and,
- e) the remainder of the Cycling Advisory Committee report BE RECEIVED.

**Motion Passed**

8. (2.6) Dingman Creek Subwatershed: Stormwater Servicing Strategy for Stage 1 Lands - Municipal Class Environmental Assessment: Notice of Completion

Motion made by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Dingman Creek Subwatershed: Stormwater Servicing Strategy Municipal Class Environmental Assessment:

- a) the Dingman Creek Subwatershed Municipal Class Assessment Executive Summary, as appended to the staff report dated February 4, 2020, BE ACCEPTED;
- b) a Notice of Completion BE FILED with the Municipal Clerk; and,
- c) the Project File for the Dingman Creek Subwatershed: Stormwater Servicing Strategy Municipal Class Environmental Assessment BE PLACED on public record for a 30-day review period;

it being noted that the ~~attached~~ presentation from S. Chambers, Division Manager, Stormwater Management, with respect to this matter, was received. (2020-E03)

**Motion Passed**

9. (4.1) Snow Removal

Motion made by: S. Lehman

That the communication from E. Chivers, dated January 24, 2020, with respect to snow removal in London, BE RECEIVED (2020-T06)

**Motion Passed**

10. (4.2) Bike Lanes in London Ontario

Motion made by: S. Lehman

That the communication from M. Desjardins, dated January 20, 2020, with respect to bike lanes in London, BE RECEIVED. (2020-T05)

**Motion Passed**

11. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Deferred Matters List as at January 27, 2020, BE RECEIVED.

**Motion Passed**

12. (5.2) 1st Report of the Transportation Advisory Committee

Motion made by: S. Lehman

That the following actions be taken with respect to the 1st Report of the Transportation Advisory Committee, from its meeting held on January 28, 2020:

a) the following actions be taken with respect to the Transportation Advisory Committee (TAC) 2020 Work Plan:

i) D. Doroshenko BE APPOINTED to observe any upcoming meetings of the Rapid Transit Implementation Working Group and report back to the TAC with updates;

ii) M. Rice BE APPOINTED to take the lead on item 18.5 on the TAC Work Plan, having to do with Connected and Automated Vehicles and 5G Network;

iii) the revised attached 2020 Work Plan for the TAC BE APPROVED;

iv) the Civic Works Committee BE ADVISED that the TAC considers Items 18.5, 18.11, 18.12, 19.10, 20.7 and 20.8, on the above-noted Work Plan, to be the top priorities; and,

v) clause 5.1 e) of the 1st Report of the TAC BE DEFERRED to the next meeting of the CWC to allow time for consideration of the request; it being noted that the above-noted clause read as follows:

“The Civic Works Committee BE REQUESTED to advise the TAC as to which items on the above-noted Work Plan should be the top priorities for the TAC.”; and,

b) the remainder of the report BE RECEIVED.

**Motion Passed**

13. (5.3) Tree Replacement Options

Motion made by: S. Lehman

That the Civic Administration BE DIRECTED to report back to a future meeting of Civic Works Committee with respect to how options can be provided to residents in terms a choice of species on tree replacements following tree removals for the purpose of infrastructure renewal, which may include options for a pilot project to assess cost/benefit analysis of uptake of new trees by residents; it being noted that currently the choice for residents is to have the single species of new tree offered or no tree replacement.

**Motion Passed**

8.3 4th Report of the Planning and Environment Committee

Motion made by: M. Cassidy

That the 4th Report of the Planning and Environment Committee BE APPROVED

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.2) Application - 865 Kleinburg Drive (H-9136) (Relates to Bill No. 86)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by 660 Sunningdale LP, relating to the property located at 865 Kleinburg Drive, the proposed by-law appended to the staff report dated February 3, 2020 BE INTRODUCED at the Municipal Council meeting to be held on February 11, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Business District Commercial Special Provision/Temporary (h\*h-100\*h-173\*BDC2(9)\*H18\*T-76) Zone TO a Business District Commercial Special Provision/Temporary

(BDC2(9)\*H18\*T-76) Zone to remove the “h”, “h-100” and “h-173” holding provisions. (2020-D09)

**Motion Passed**

3. (2.3) Application - Exemption from Part-Lot Control - 1877 Sandy Somerville Lane-Block 1-33M-758 (P-9076) (Relates to Bill No. 81)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Ltd., the proposed by-law appended to the staff report dated February 3, 2020 BE INTRODUCED at the Municipal Council meeting to be held on February 11, 2020 to exempt Block 1, Plan 33M-758 from the Part-Lot Control provisions of Subsection 50(5) of the Planning Act, for a period not exceeding three (3) years. (2020-P01)

**Motion Passed**

4. (2.4) Application - Exemption from Part-Lot Control - 3316 Strawberry Walk and 2675 Asima Drive (P-9150) (Relates to Bill No. 82)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Rockwood Homes, the proposed by-law appended to the staff report dated February 3, 2020 BE INTRODUCED at the Municipal Council meeting to be held on February 11, 2020 to exempt Blocks 52 and 54, Plan 33M-699 from the Part-Lot Control provisions of Subsection 50(5) of the Planning Act, for a period not exceeding three (3) years. (2020-P01)

**Motion Passed**

5. (2.6) Building Division Monthly Report for December 2019

Motion made by: M. Cassidy

That the Building Division Monthly Report for the month of December, 2019 BE RECEIVED for information. (2020-A23)

**Motion Passed**

6. (2.1) Urban Design Peer Review Panel Terms of Reference

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, with the concurrence of the City Clerk, the following actions be taken with respect to the proposed amendments to the Terms of Reference for the Urban and Design Peer Review Panel:

- a) the staff report dated February 3, 2020 entitled “Urban Design Peer Review Terms of Reference” BE RECEIVED for information;

b) the Urban Design Peer Review Panel Terms of Reference – April, 2008 appended to the staff report dated February 3, 2020 as Appendix “B” BE REPEALED; and,

c) the Urban Design Peer Review Panel Terms of Reference appended to the staff report dated February 3, 2020 as Appendix “A”, BE APPROVED. (2020-D32)

**Motion Passed**

7. (2.5) 2019 Annual Development Report

Motion made by: M. Cassidy

That the Civic Administration BE DIRECTED to include in future Annual Development Reports the percentage of residential units located within the Built Area Boundary, as defined in the London Plan, to aid in tracking progress towards the 45% intensification target. (2020-A23)

**Motion Passed**

8. (3.1) 1st Report of the Environmental and Ecological Advisory Committee

Motion made by: M. Cassidy

That, the following actions be taken with respect to the 1st Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on January 16, 2020:

a) the following actions be taken with respect to the 12th Report of the Environmental and Ecological Planning Advisory Committee:

i) S. Levin BE REQUESTED to attend the next meeting of the Planning and Environment Committee to update the Municipal Council on the actions that have been taken with respect to environmental considerations relating to studies and reports; and,

ii) it BE NOTED that the 12th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on November 21, 2019, was received;

b) the Kilally South, East Basin Stormwater Environmental Assessment Working Group comments appended to the 1st Report of the Environmental and Ecological Planning Advisory Committee BE FORWARDED to the Civic Administration for consideration;

c) the expenditure of up to \$175.00 from the 2020 Environmental and Ecological Planning Advisory Committee (EEPAC) budget BE APPROVED to assist with the expenditure of a booth at the 2020 Go Wild Grow Wild event; it being noted that the cost of the booth is being shared between the EEPAC and the Animal Welfare Advisory Committee; and,

d) clauses 1.1, 1.2, 2.1 to 2.3, inclusive, 3.2 to 3.4, inclusive, 4.2, 5.1, 5.2, 5.4 and 5.5 BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal presentation and received the attached map from S. Levin, Chair, EEPAC, with respect to the above-noted matters.

**Motion Passed**

9. (3.2) Application - 464-466 Dufferin Avenue and 499 Maitland Street (OZ-9130) (Relates to Bill Nos. 79, 80 and 87)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Ian B. Johnstone Professional Corporation, relating to the property located at 464-466 Dufferin Avenue and 499 Maitland Street:

a) the proposed by-law appended to the staff report dated February 3, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 11, 2020 to amend the Official Plan by ADDING a policy to section 10.1.3. – Policies for Specific Areas;

b) the proposed by-law appended to the staff report dated February 3, 2020 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 11, 2020 by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type AND AMENDING Map 7 – Specific Policy Areas – of The London Plan by adding the subject site to Specific Policy Area 82;

c) the proposed by-law appended to the staff report dated February 3, 2020 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on February 11, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) and b) above), to change the zoning of the subject property FROM a Residential R3/Convenience Commercial (R3-2/CC) Zone TO a Residential R3/Convenience Commercial Special Provision (R3-2/CC(\_)) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2014;
- the recommended amendment conforms to the applicable in-force policies of The London Plan, including but not limited to the Specific Policies for the Near Campus Neighbourhood and the Woodfield Neighbourhood, and will facilitate the adaptive re-use of the existing heritage building;
- the recommended amendment conforms to the applicable in-force policies of the (1989) Official Plan which list the necessary condition(s) for approval of Policies for Specific Areas to enable the adaptive re-use of the existing heritage building for uses that are consistent with the relevant review criteria for the Near-Campus Neighbourhoods and the Woodfield Neighbourhood; and,
- the recommended amendment is consistent with the East Woodfield Heritage Conservation District Guidelines. (2020-D09)

**Motion Passed**

10. (3.3) Application - 6682 Fisher Lane (TZ-9132) (Relates to Bill No. 88)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Joe Marche and Monique Rodriguez, relating to the property located at 6682 Fisher Lane, the proposed by-law appended to the staff report dated February 3, 2020 BE INTRODUCED at the Municipal Council meeting to be held on February 11, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), by extending the Temporary Use (T-77) Zone for a period of time not exceeding two (2) years;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2020-D09)

**Motion Passed**

11. (3.4) Victoria Park Secondary Plan (O-8978)

Motion made by: M. Cassidy

That, the following actions be taken with respect to the Victoria Park Secondary Plan:

a) the Victoria Park Secondary Plan BE REFERRED back to the Civic Administration for further public consultation and consideration, with a report back to a future meeting of the Planning and Environment Committee, with the report back to include consideration to include, but not be limited to, the following matters:

- i) permitted heights and the relationship with the proposed 45 degree angular plane;
- ii) housing affordability within the proposed Secondary Plan;
- iii) sound mitigation from noise generated from festivals held at Victoria Park; and,
- iv) other issues raised by the public during the public participation meeting held on this matter; and,

b) the Civic Administration BE REQUESTED to provide 3D modelling of different permitted heights and related shadow impacts with the report back;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2020-D09)

**Motion Passed**

12. (4.1) Councillor A. Hopkins - Review of Bill 108 as it Relates to Conservation Authorities

Motion made by: M. Cassidy

That in response to the consultation being undertaken with respect to the *Conservation Authorities Act*, the Minister of Environment, Conservation and Parks BE ADVISED that the Municipal Council supports the protection of people, property and safe development with a watershed approach to the programs offered by all Conservation Authorities in the London area; it being noted that the Planning and Environment Committee reviewed and received a

communication from Councillor A. Hopkins with respect to this matter. (2020-E18)

**Motion Passed**

13. (4.2) 1st Report of the Agricultural Advisory Committee

Motion made by: M. Cassidy

That, the following actions be taken with respect to the 1st Report of the Agricultural Advisory Committee, from its meeting held on January 15, 2020:

- a) the ~~attached~~ 2020 Work Plan for the Agricultural Advisory Committee BE APPROVED; and,
- b) clauses 1.1, 1.2, 2.1, 2.2, 3.1 to 3.3, inclusive, and 5.1 BE RECEIVED for information.

**Motion Passed**

14. (4.3) 1st Report of the Trees and Forests Advisory Committee

Motion made by: M. Cassidy

That, the following actions be taken with respect to the 1st Report of the Trees and Forests Advisory Committee, from its meeting held on January 22, 2020:

- a) the following actions be taken with respect to the Education Sub-Committee update:
  - i) the Civic Administration BE REQUESTED to provide the Trees and Forests Advisory Committee with a copy of the Urban Forest Strategy Communication Plan, when said document becomes publicly available, for the committee's review and feedback; and,
  - ii) the Civic Administration BE REQUESTED to provide the Trees and Forests Advisory Committee with a copy of the proposed changes to Chapter 12 of the Design Specifications and Requirements Manual and any standard contract documents, when said documents become publicly available, for the committee's review and feedback;
- b) clause 5.1 BE RECEIVED for information; it being noted that clause 5.1 reads as follows:

"That the following actions be taken with respect to the City Budget as it relates to climate emergency initiatives:

- a) in light of the global climate emergency and its expected impacts on London's urban forest and the lives of its citizens, the Civic Administration BE REQUESTED to make initiatives to reduce greenhouse gas emissions an absolute priority;

it being noted that this should include, as part of the ongoing budget process, fully funding related business cases, including Business Case #1 (60% Waste Diversion Action Plan), Business Case #5A (Climate Emergency Declaration – Plan), and Business Case #5B (Climate Emergency Declaration – Implementation); and,

- b) the Civic Administration BE ENCOURAGED to adopt, as a part of its climate change planning, an explicit principle that our community will not fail to do less than its fair share of emission reductions, and that fears that other communities or nations will fail

to do their part will not be accepted as a justification for London to not do its own."; and,

c) clauses 1.1, 1.2, 2.1, 3.1, and 4.2 BE RECEIVED for information.

**Motion Passed**

8.4 5th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 5th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding item 3 (2.2)

Yeas: (15): Mayor E. Holder, 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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosure of Pecuniary Interest

Motion made by: J. Helmer

Councillor J. Helmer discloses a pecuniary interest in Item 2.2 having to do with a review of service delivery for municipal golf, by indicating that his father is employed by the National Golf Course Owners Association of which The Corporation of the City of London is a member.

**Motion Passed**

2. (2.1) City of London Service Review: Review of Municipal User Fees

Motion made by: J. Helmer

That on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated February 4, 2020 with respect to the City of London Service Review: Review of Municipal User Fees BE RECEIVED for information.

**Motion Passed**

4. (4.1) Confirmation of Appointment to the Argyle BIA

Motion made by: J. Helmer

That Donna Moerenhout, Owner of Razor's Barber Shop BE APPOINTED to the Argyle Business Improvement Area for the term ending November 15, 2022.

**Motion Passed**

5. (4.2) Electric Buses

Motion made by: J. Helmer

That the following actions be taken with respect to electrification of buses:

- a) the London Transit Commission BE THANKED for initiating a study of electrifying its fleet of buses;
- b) the Civic Administration BE DIRECTED to work with the London Transit Commission (LTC), the provincial government and the federal government to identify funding streams to be used for the purchase of electric buses and related charging infrastructure, starting as soon as possible; it being noted that this funding not come at the expense of the LTC's current five-year service plan, and that these funds not come at the expense of prospective transit improvements in the West and North;
- c) the Civic Administration BE DIRECTED to work with the London Transit Commission, London Hydro and other key partners in support of the transit electrification study; and
- d) the Civic Administration BE DIRECTED to find an appropriate one-time source of financing, such as the Economy, Efficiency and Effectiveness Reserve Fund, to cover 100% of the cost of LTC's electrification study.

**Motion Passed**

3. (2.2) City of London Service Review: Review of Service Delivery for Municipal Golf

Motion made by: J. Morgan  
Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Parks and Recreation and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to City of London Service Delivery for Municipal Golf:

- a) the KPMG Report entitled "City of London Service Review - Review of Golf Operations", dated January 23, 2020 appended as Appendix "A" to the staff report dated February 4, 2020, BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to report back at a Public Participation Meeting before the appropriate Standing Committee with respect to the options set out in Option 1 set out in the Report noted in a) above; and,
- c) the Civic Administration BE DIRECTED to take no further action regarding Options 2, 3, 4 set out in the Report noted in a) above;

it being noted that Option 1 includes a review of all possible options for the future use of River Road Golf Course.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier  
Recuse: (1): J. Helmer

**Motion Passed (14 to 0)**

## 9. Added Reports

### 9.1 4th Report of Council in Closed Session

Motion made by: P. Squire  
Seconded by: S. Lewis

That Items 6.1 to 6.5, inclusive, BE APPROVED.

#### 6.1 Property Acquisition – 579, 585 and 589 Adelaide Street North – Stingray Holdings Limited – Adelaide Street CP Rail Grade Separation Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the properties located at 579, 585 and 589 Adelaide Street North, further described as Lots 1, 2 and 3, Plan 194 (E), being Part of PIN 08277-0035 (LT), as shown on the location map attached, for the purpose of future road improvement to accommodate the Adelaide Street CP Rail Grade Separation Project, the following actions be taken:

a) the Agreement of Purchase and Sale submitted by Stingray Holdings Limited (the Vendor) to sell that portion of the subject properties designated as Part 6, Plan 33R-20556 (the Property) to the City, for the sum of \$476,500.00, BE ACCEPTED, subject to the following conditions:

i) the Vendor granting the City vacant possession over that portion of 589 Adelaide Street designated as Part 6, Plan 33R-20556, currently occupied by North End Body Shop;

ii) the Vendor undertaking and completing the removal of the building located at 589 Adelaide Street North on or before December 31, 2020;

iii) the City agreeing to reimburse Stingray Holdings Limited for its costs to remove the building located at 589 Adelaide Street North;

iv) the City agreeing to reimburse Stingray Holdings Limited for its costs to relocate the existing fence between the dwellings located at 579 and 585 Adelaide Street North;

v) the Vendor agreeing to a hold back of \$25,000.00 from the closing funds, which holdback will only be released upon the successful removal of the building located at 589 Adelaide Street North. Should the building not be removed by December 31, 2020, the City shall have the right to enter and undertake the removal of the building and deduct its costs from the holdback funds;

vi) the City agreeing to pay the Vendors' reasonable legal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment;

vii) the City agreeing to pay the Vendor's reasonable legal costs, including fees, disbursements, and applicable taxes, to acquire a replacement investment property, subject to assessment; and,

b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

#### 6.2 Offer to Purchase Industrial Lands and Option Agreement for Industrial Lands – Dancor Construction Limited – Part of Block 3, Plan 33M-544 – Innovation Park, Phase I

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City-owned industrial land located, Innovation Park, Phase I, Part of Block 3 containing an area of

approximately 4 acres, located on the East side of Innovation Drive, and being comprised of Part Block 3, Plan 33M-544, as outlined on the sketch attached hereto as Appendix "A", the following actions the Agreement of Purchase and Sale (the "Agreement") submitted by Dancor Construction Limited (the "Purchaser") to purchase the subject property from the City, at a purchase price of \$280,000.00 (reflecting a sale price of \$70,000.00 per acre), attached as Appendix "B", BE ACCEPTED, subject to the following:

- a) the Purchaser be allowed sixty (60) days from the date of acceptance of this Agreement to examine title at the Purchaser's own expense;
- b) the Purchaser be allowed sixty (60) days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require;
- c) the Purchaser be allowed sixty (60) days from the date of acceptance of this Agreement to conduct environmental inspections and investigations of the property;
- d) the Purchaser satisfying itself, within sixty (60) days from the acceptance of this Agreement, of the geotechnical condition of the property;
- e) the Purchaser shall have sixty (60) days from acceptance to this offer to finalize and secure a Lease Agreement with the Purchaser's tenant satisfactory to the Purchaser in its sole discretion;
- f) the City agreeing to grant to the Purchaser an Option to Purchase Agreement for the abutting four (4) acre of land identified in Schedule E-1 on the terms contained in Schedule E of the Agreement of Purchase and Sale;
- g) the City agreeing to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property;
- h) the City shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the farm tenant; and,
- i) the City agreeing to provide the Purchaser all documents within possession for the property (being surveys, reports etc.) within five (5) days from the acceptance of this Agreement.

### 6.3 Offer to Purchase Industrial Lands – 11850407 Canada Inc. – Block 4, Plan 33M-544 – Innovation Park, Phase I

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City-owned industrial land located in Innovation Park, Phase I, containing approximately 12.1 acres, subject to survey, located on the north side of Concept Drive, legally described as being Block 4, Plan 33M-544, save and except Part 1, Plan 33R-16973, and being PIN 081970140, as as outlined on the sketch attached, the Agreement of Purchase and Sale attached as Schedule "A" (the "Agreement") submitted by 11850407 Canada Inc. (the "Purchaser"), to purchase the subject property from the City, at a purchase price of \$847,000.00 (reflecting a sale price of \$70,000.00 per acre), BE ACCEPTED, subject to the following:

- a) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to examine title at the Purchaser's own expense;
- b) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require;

- c) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to conduct environmental inspections and investigations of the property;
- d) the Purchaser satisfying itself, within ninety (90) days from the date of acceptance, of the geotechnical condition of the property; and,
- e) the Purchaser, at the Purchaser's expense, within ninety (90) days from the date of acceptance of this Agreement, determining the financial feasibility of the Purchaser's intended use.

**6.4 Lease Agreement Renewal for Office Space – 520 Wellington Street, Units 1-3 – Centennial House – Risk Management Division**

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the review and concurrence of the Manager, Risk Management, on the advice of the Manager of Realty Services, the following actions be taken:

- a) the Lease Renewal Proposal (the "Proposal"), attached as Appendix "A", between the City and Centennial House Limited (the "Landlord"), for the lease extension of approximately 4,246 square feet of Gross Rentable Area space located at 520 Wellington Street, Units 1-3, for a term of five (5) years, for the City's Risk Management Division, at a base semi gross rent of \$7.75 per square foot for the first year, \$8.00 per square foot for years two, three, and four, and \$8.25 per square for year five BE ACCEPTED; and
- b) the Civic Administration BE AUTHORIZED to enter into a formal Lease Extension Agreement with Centennial House Limited (the "Landlord") in accordance to the general terms of the Proposal.

**6.5 Lease Agreement Renewal for Office Space – 520 Wellington Street, Units 11-12 – Centennial House – Municipal Law Enforcement Office**

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the review and concurrence of the Chief Municipal Law Enforcement Officer, on the advice of the Manager of Realty Services, the following actions be taken:

- a) the Lease Renewal Proposal (the "Proposal"), attached as Appendix "A", between the City and Centennial House Limited (the "Landlord"), for the lease extension of approximately 3,157 square feet of Gross Rentable Area space located at 520 Wellington Street, Units 11-12, for a term of five (5) years, for the City's Municipal Law Enforcement Office (MLEO), at a base semi gross rent of \$7.75 per square foot for the first year, \$8.00 per square foot for years two, three, and four, and \$8.25 per square for year five BE ACCEPTED; and
- b) the Civic Administration BE AUTHORIZED to enter into a formal Lease Extension Agreement with Centennial House Limited (the "Landlord") in accordance to the general terms of the Proposal.

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: S. Turner

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No.'s 78 to 88, inclusive and the Added Bill No.'s 89, 90 and 91, BE APPROVED.

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That Second Reading of Bill No.'s 78 to 88, inclusive and the Added Bill No.'s 89, 90 and 91, BE APPROVED.

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: S. Lehman

Seconded by: J. Helmer

That Third Reading and Enactment of Bill No.'s 78 to 88, inclusive and the Added Bill No.'s 89, 90 and 91, BE APPROVED.

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

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

Bill	By-law
Bill No. 78	By-law No. A.-7936-52 – A by-law to confirm the proceedings of the Council Meeting held on the 11th day of February, 2020. (City Clerk)
Bill No. 79	By-law No. C.P.-1284(vi)-53 – A by-law to amend the Official Plan for the City of London, 1989 relating to 464-466 Dufferin Avenue and 499 Maitland Street. (3.2a/4/PEC)
Bill No. 80	By-law No. C.P.-1512(q)-54 – A by-law to amend The London Plan for the City of London, 2016 relating to 464-466 Dufferin Avenue and 499 Maitland Street. (3.2b/4/PEC)
Bill No. 81	By-law No. C.P.-1546-55 – A by-law to exempt from Part-Lot Control, on lands located at 1877 Sandy Somerville Lane, legally described as Block 1 in Registered Plan 33M-758. (2.3/4/PEC)
Bill No. 82	By-law No. C.P.-1547-56 – A by-law to exempt from Part-Lot Control, lands located at 3316 Strawberry Walk and 2675 Asima Drive, legally described as Blocks 52 and 54, Plan 33M-699. (2.4/4/PEC)
Bill No. 83	By-law No. S.-6051-57 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Oxford Street East, east of Clarke Road) (Chief Surveyor - pursuant to Site Plan SPA19-080 and in accordance with Zoning By-law Z.-1)
Bill No. 84	By-law No. S.-6052-58 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Tweedsmuir Avenue, west of Manitoulin Drive) (Chief Surveyor - pursuant to Site Plan SPA18-115 and in accordance with Zoning By-law Z.-1)
Bill No. 85	By-law No. S.-6053-59 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Evergreen Avenue, west of Wharnccliffe Road South) (Chief Surveyor - pursuant to Consent B.012/19 and in accordance with Zoning By-law Z.-1)
Bill No. 86	By-law No. Z.-1-202834 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 865 Kleinburg Drive. (2.2/4/PEC)
Bill No. 87	By-law No. Z.-1-202835 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 464-466 Dufferin Avenue and 499 Maitland Street. (3.2c/4/PEC)
Bill No. 88	By-law No. Z.-1-202836 – A by-law to amend By-law No. Z.-1 to rezone a portion of an area of land located at 6682 Fisher Lane. (3.3/4/PEC)

Bill No. 89	By-law No. A.-7937-60 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 11850407 Canada Inc. for the sale of the City owned industrial land described as Block 4, Plan 33M-544, save and except Part 1, Plan 33R-16973, and to authorize the Mayor and the City Clerk to execute the Agreement. (C-6/4/CSC)
Bill No. 90	By-law No. A.-7938-61 – A by-law to authorize and approve an Agreement of Purchase and Sale and Option Agreement between The Corporation of the City of London and Dancor Construction Limited, for the sale of the City owned industrial land described as Part Block 3, Plan 33M-544, and to authorize the Mayor and the City Clerk to execute the Agreement. (C-6/4/CSC)
Bill No. 91	By-law No. A.-7939-62 – A by-law to authorize and approve the Agreement of Purchase and Sale between Stingray Holdings Limited and The Corporation of the City of London, for the partial acquisition of property, including compensation for the loss of a building, for property located at 579, 585 and 589 Adelaide Street North, in the City of London, for the CPR Adelaide Street North Grade Separation Project and to authorize the Mayor and the City Clerk to execute the Agreement. (C-6/4/CSC)

**14. Adjournment**

Motion made by: A. Kayabaga  
 Seconded by: S. Lewis

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 4:51 PM.

\_\_\_\_\_  
 Ed Holder, Mayor

\_\_\_\_\_  
 Catharine Saunders, City Clerk

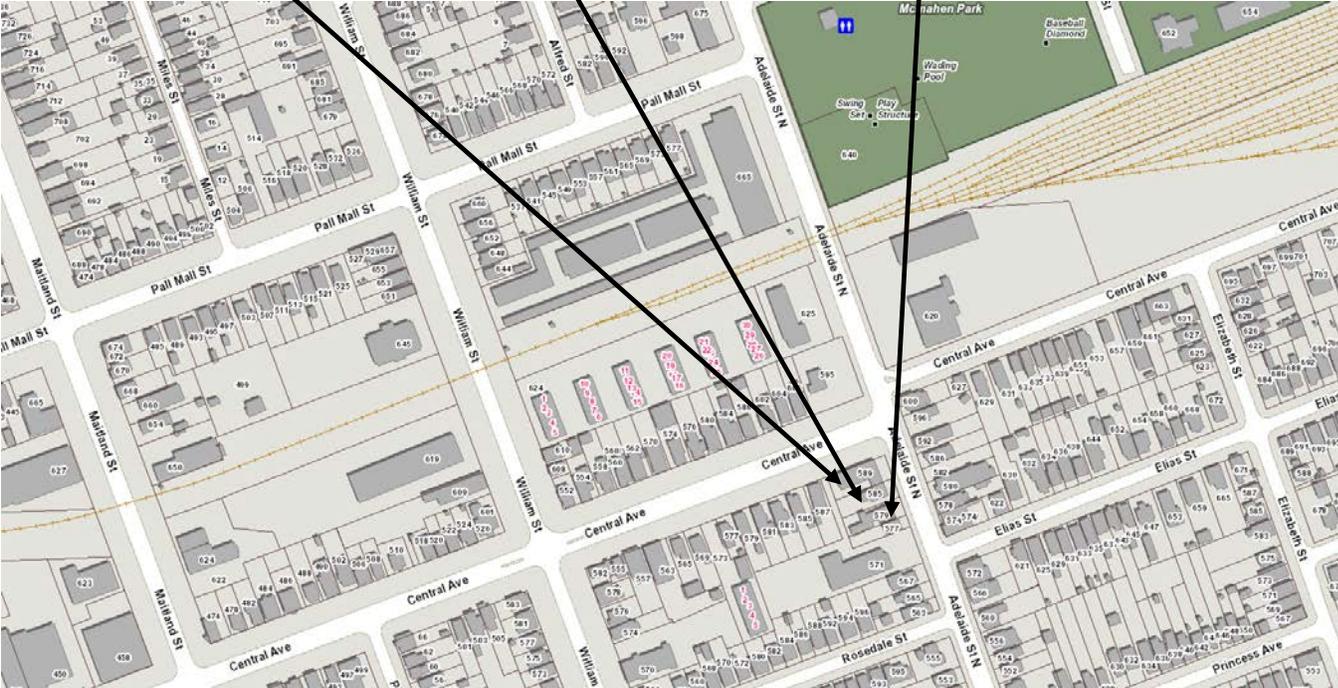
Location Map



589 Adelaide Street

585 Adelaide Street

579 Adelaide Street



**APPENDIX "A"  
CONFIDENTIAL**

#20012

Chair and Members  
Corporate Services Committee

February 3, 2020  
(Property Acquisition)

**RE: Property Acquisition - Adelaide Street CP Rail Grade Separation Project**  
**579 Adelaide Street North (Subledger LD180095)**  
**585 Adelaide Street North (Subledger LD180096)**  
**589 Adelaide Street North (Subledger LD180097)**  
**Capital Project TS1306 - Adelaide St Grade Separation CPR Tracks**  
**Stingray Holdings Limited**

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**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

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

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Committed To Date</u></b>	<b><u>This Submission</u></b>	<b><u>Balance for Future Work</u></b>
Engineering	\$3,032,920	\$3,032,920		\$0
Land Acquisition	11,417,080	3,057,305	537,575	7,822,201
Relocate Utilities	5,800,000			5,800,000
City Related Expenses	100,000	281		99,719
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$20,350,000</u></b>	<b><u>\$6,090,506</u></b>	<b><u>\$537,575</u></b> 1)	<b><u>\$13,721,920</u></b>
<b><u>SOURCE OF FINANCING</u></b>				
Debenture By-law No. W.-5600-57	\$11,667,140	\$4,385,206	\$387,058	\$6,894,877
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 5,697,860	1,705,300	150,517	3,842,043
Other Contributions	2,985,000			2,985,000
<b>TOTAL FINANCING</b>	<b><u>\$20,350,000</u></b>	<b><u>\$6,090,506</u></b>	<b><u>\$537,575</u></b>	<b><u>\$13,721,920</u></b>

1) <u>Financial Note:</u>	<b><u>579 Adelaide</u></b>	<b><u>585 Adelaide</u></b>	<b><u>589 Adelaide</u></b>	<b><u>TOTAL</u></b>
Purchase Cost	\$20,500	\$23,000	\$433,000	\$476,500
Add: Land Transfer Tax	103	115	4,970	5,188
Add: Legal Fees, Demo Reimbursement, etc.	6,250	6,250	35,000	47,500
Add: HST @13%	2,665	2,990	56,290	61,945
Less: HST Rebate	(2,304)	(2,585)	(48,669)	(53,558)
<b>Total Purchase Cost</b>	<b><u>\$27,214</u></b>	<b><u>\$29,770</u></b>	<b><u>\$480,591</u></b>	<b><u>\$537,575</u></b>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

lp

\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy

**APPENDIX "A"**

**INNOVATION PARK PHASE I  
PART OF BLOCK 3 OF PLAN 33M-544**



Purchase lands shown as Parcel A  
Subject to Final Survey

APPENDIX "A"...cont'd

REMAINING PART OF BLOCK 3 ON PLAN 33M-544 TO BE OPTIONED



Option to Purchase lands shown as Parcel B  
Subject to final survey.

**APPENDIX "B"**

**Agreement of Purchase and Sale**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

**CLASS 1 SALE**

THIS INDENTURE dated the 16 day of January, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the VENDOR

- and -

**DANCOR CONSTRUCTION LIMITED**

Address: 15825 Robin's Hill Road, London, Ontario N5V 0A5

hereinafter called the PURCHASER

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase I, in the City of London, in the County of Middlesex, containing **4 acres**, more or less subject to survey, located on the east side of Innovation Drive, and being composed of **Part of Block 3 on PLAN 33M-544**, municipally known and shown outlined in red and shown as Parcel A on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

**Two Hundred and Eighty Thousand Dollars** **(\$280,000.00)**  
of lawful money of Canada calculated at the rate of

**Seventy Thousand Dollars** **(\$70,000.00)**  
per acre, with normal municipal services available in the road allowance.

The Purchaser submits  
**Twenty Eight Thousand Dollars** **(\$28,000.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 60 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed 60 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages.

Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 90 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

11. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

12. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

13. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

14. Schedules A, B, C, D, E, & F attached hereto form part of this Agreement.

15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the March 6<sup>th</sup>, 2020, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 6 day of , 2020.

SIGNED, SEALED & DELIVERED

in the presence of

  
\_\_\_\_\_

Witness:

) DANCOR CONSTRUCTION LIMITED  
) Purchaser

)   
) \_\_\_\_\_

) **Signature of Signing Officer**

) Name: Sean Ford

) Title: A.S.O.

) I have authority to bind the Corporation

)

)

)

)

) **Signature of Signing Officer**

) Name & Title:

) I have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

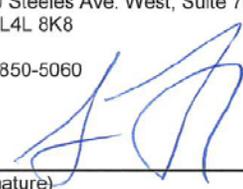
NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red"  
Schedule "D" attached - "Additional Conditions for the Purchaser's Benefit"  
Schedule "E" attached - "Option Agreement for remaining Part of Block 4"

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE  
PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND  
SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR  
APPROVAL

Industrial Park Name & Phase & Section:	Innovation Park, Phase I, Part of Block 3
Lot & Conc./Part No./Block, etc.; Acres:	Part of Block 3 of Plan 33M-544 (4 Acres)
Name, Address, Postal Code of Purchaser:	Dancor Construction Limited 15825 Robin's Hill Road London, ON N5V 0A5
Local Company: <u>Yes</u> No	
Intended Use of Building - (Describe):	Manufacturing and Production
Major Industrial Classification of User:	Manufacturing, Production and Ancillary Office
List of Products Manufactured/Handled:	Manufacturing for Automotive Industry
Number of Employees Anticipated:	25 (Full Time)
Number of Square Feet of Building Proposed:	32,000+ square feet
Number of Square Feet in Property Purchase:	174,240 square feet
Proposed Building Coverage as % of Lot Area:	18.36 percent (27.5%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Rigobon, Carl: Barristers & Solicitors (Cindy M. Aulicino) 3700 Steeles Ave. West, Suite 701, Woodbridge ON, L4L 8K8
Telephone:	905-850-5060
Purchaser's Executive Completing this Form: <u>Sean Ford</u> <u>A.S.O.</u> <u>Dancor Construction Limited</u>	 _____ (signature) I have authority to bind the Corporation

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A.-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.
3. In this policy,
  - (a) Commencement of construction means the date upon which a building permit is issued by the City;
  - (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
  - (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
5. A class 1 sale shall be subject to the following conditions:
  - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
  - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.
14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.
15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.
17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.
18. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.
19. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.
20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
21. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

SCHEDULE "C"

PART OF BLOCK 3 OF PLAN 33M-544



Subject to Final Survey

SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramouncy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, pursuant to the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Sewage Sampling Manholes

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property.

Adjustments: The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 4 acres multiplied by \$70,000 per acre. If the actual size of the Property is difference than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by \$70,000 per acre.

Purchaser Condition – Environmental

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than sixty (60) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Securing Lease Agreement with Tenant

The Purchaser shall have sixty (60) days from acceptance of this offer to finalize and secure a lease agreement with the Purchaser's tenant satisfactory to the Purchaser in its sole discretion. Unless that Purchaser gives notice in writing to the Vendor within sixty (60) days from acceptance of this offer that this condition was been fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction. This condition is inserted for the benefit of the Purchaser and may be waived by the Purchaser at any time.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than sixty (60) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

Option to Purchase Abutting Four (4) Acres

The Vendor agrees to grant to the Purchaser an Option to purchase the abutting four (4) acre of lands identified in Schedule E-1 on the terms contained in Schedule E.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
  - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
  - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
  - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
  - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
  - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

SCHEDULE "E"

**OPTION AGREEMENT FOR REMAINING PART OF BLOCK 3, PART OF BLOCK 17, PART OF  
BLOCK 16 IN PLAN 33M-544, PART OF PART 1 IN 33R-19016, and PART OF BLOCK 1 IN PLAN  
33M-592**

This Option Agreement dated the 16<sup>th</sup> day of January, 2020.

In pursuance of the Short Forms of Conveyances Act (Ontario).

Between:

THE CORPORATION OF THE CITY OF LONDON, a municipal  
Corporation incorporated under the laws of Ontario,  
hereinafter called "the Optionor"  
- OF THE FIRST PART -

and

DANCOR CONSTRUCTION LIMITED  
hereinafter called "the Optionee"  
- OF THE SECOND PART -

WHEREAS the Optionor is the registered owner of an estate in fee simple in the lands  
hereinafter referred to;

AND WHEREAS the Optionee requires title in fee simple, free and clear of all liens, claims,  
charges or encumbrances to the lands of the Optionor described as remaining southern portion of part of  
Block 3, Part of Block 17, Part of Block 16 in 33M-544 together with part of Part 1 in 33R-19016 and Part  
of Block 1 in 33M-592, being approximately 4 acres, subject to final survey, in the City of London, County  
of Middlesex and shown outlined in red and labelled Parcel B on the plan attached hereto as Schedule "E-  
1" hereinafter referred to as the Lands;

AND WHEREAS the Optionor has agreed to sell the Lands to the Optionee and the  
Optionee has agreed to purchase the lands from the Optionor upon the terms and conditions hereinafter  
set forth;

NOW THEREFORE this agreement witnesseth that in consideration of these presents, and  
in consideration of the payment or payments made or to be made to the Optionor by the Optionee in  
accordance with the provisions of the agreement, the Optionor agrees to sell to the Optionee and the  
Optionee agrees to purchase from the Optionor the Lands upon the terms and subject to the conditions  
hereinafter set forth in respect of which the Optionor and the Optionee respectively covenant and Agree as  
follows:

1. The Optionee shall have the right at any time prior to **March 1, 2024** (the "Expiry Date") to deliver  
a notice to the Optionor specifying a date for completion of the transaction of purchase and sale  
contemplated hereby. The date for completion ("Closing") specified in such notice from the Optionee to the  
Optionor shall be no less than 30 days and no more than 60 days after the date of such notice. If the  
Optionee does not give such a notice prior to the Expiry Date then this Agreement shall terminate and  
neither the Optionor nor the Optionee shall have any further obligations hereunder.
2. The purchase price for the Lands shall be **Two Hundred and Eighty Thousand Dollars  
(\$280,000.00)**. The purchase price shall be paid by cash or cheque of lawful money of Canada as follows:
  - (a) **Two Dollars (\$2.00)** to be paid within ten (10) days of the date of execution of this  
agreement by the Optionee as a non-refundable deposit on account of the purchase price,  
the receipt of which is hereby acknowledged by the OPTIONOR;
  - (b) a further deposit of **Twenty Eight Thousand Dollars (\$28,000.00)** to be paid on account  
of the purchase price by the Optionee upon delivery of the notice referred to in paragraph  
1 of this agreement;
  - (c) the balance of the purchase price shall be paid by the Optionee on Closing, less the amount  
of deposits made under paragraphs 2(a) and 2(b) of this agreement.
  - (d) Area Adjustments: The purchase price payable by the Optionee to the Optionor for the  
Property is calculated at 4 acres multiplied by \$70,000 per acre. If the actual size of the  
Property is difference than set out above at time of closing, then the Purchase Price for the  
Property shall be adjusted to reflect a price equal to the area of the Property multiplied by  
\$70,000 per acre.
3. The Optionor shall on Closing execute and deliver to the Optionee a good and valid deed or Transfer

(the "Conveyance") of the Lands in appropriate form for registration in the land registration office where the Lands are recorded in order to enable the Optionee to be registered as owner in fee simple of such Lands and the Optionor covenants with the Optionee that it will execute such further assurances of the Lands as may be requisite. The Optionee agrees to be bound by the Policy of the Corporation of the City of London with respect to the sale and / or transfer of City-owned industrial land, which Policy is attached hereto as Schedule "A" to this Option, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive closing of this transaction to such extent as may be required to give effect to the said Policy. The Optionee agrees to be bound by special provisions of Innovation Park Subdivision Agreement & Urban Design Guidelines for Innovation Park and shall survive closing of this transaction. As a condition of this Option, the Optionee agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

4. The Optionor covenants, represents and warrants that title to the Lands is, and on Closing will be, good and free from all encumbrances. If prior to Closing any valid objection to title or to the fact that the proposed use of the Lands by the Optionee may not lawfully be undertaken is made in writing to the Optionor and which the Optionor is unable or unwilling to remove, remedy or satisfy and which the Optionee will not waive, this agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and, notwithstanding the provisions of paragraph 2 of this agreement, all monies therefore paid shall be returned to the Optionee without interest or deduction and the Optionor shall not be liable for any costs or damages.

6. The Optionor covenants to the Optionee that it has the right to convey the Lands to the Optionee notwithstanding any act of the Optionor and that the Optionee shall have quiet possession of the lands free from all encumbrances from and after Closing.

7. The Lands and any other things being purchased shall be and remain until Closing at the risk of the Optionor. Pending Closing, the Optionor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Optionee may either terminate this agreement or else take the proceeds of any insurance and complete the purchase.

8. The Optionee acknowledges and understands that should the Optionor receive at any time prior to the Expiry Date, a bona fide unconditional offer to purchase the Lands, for a sum in cash exceeding the amount as set out in paragraph 2 of this agreement, the Optionee shall have the right to:

- (a) within thirty (30) days of the date of receipt of notice from the Optionor of a higher offer to increase the purchase price payable under paragraph 2 of this agreement to match the higher offer and upon exercising this right, this agreement shall continue in full force at the new purchase price;
- (b) within thirty (30) days of the receipt of notice from the Optionor of a higher offer to forthwith deliver notice to the Optionor pursuant to paragraph one (1) of this agreement specifying the date of completion of the transaction of purchase and sale contemplated by this agreement, or;
- (c) within thirty (30) days of the receipt of notice from the Optionor of a higher offer to forthwith delivery notice to the Optionor that it does not intend to exercise its right under

Subparagraphs 7 (a) or 7 (b). Upon receipt of such notice the Optionor shall be free to enter into an agreement of purchase and sale with a person submitting the bona fide unconditional offer. This agreement shall terminate upon the completion of the sale as provided for in the agreement of purchase and sale except that if an agreement of purchase is not entered into or the sale as provided for in the agreement of purchase and sale is not completed, then this agreement shall continue in full force and the purchase price shall remain the same as the purchase price in effect prior to the bona fide offer.

The Optionor shall enclose a copy of the bona fide unconditional offer with notice to be given by it to the Optionee pursuant to Subsection 7(a), (b) and (c).

9. The Optionor represents that it is a public service body as defined in Section 123(1) of the Excise Tax Act. The sale of the property subject to this agreement is an exempt supply except when the purchaser is an individual or an unincorporated business enterprise. All Harmonized Sales Tax (HST), if any, which may be payable in connection with this transaction shall be in addition to and not included in the Purchase Price. The Optionee is a HST Registrant and will account for its HST liability, if any, in accordance with Subsection 228(4) of the Excise Tax Act.

10. The Optionor shall pay all charges including, without limitation, taxes (including local improvements) levied against the Lands up to and including Closing and the Optionee shall pay all said taxes after that date.

11. All notices required or permitted to be given hereunder shall be in writing and may be given by either (i) delivering the same to the other party, or (ii) if postal service is fully operative, by mailing same by

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON  
registered mail postage prepaid:

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in case of the Optionor to:

The Corporation of the City of London  
Realty Services Division  
300 Dufferin Avenue, 9<sup>th</sup> floor  
London, ON N6A 2L9  
Attention: Manager of Realty Services

and in the case of the Optionee to:

DANCOR CONSTRUCTION LIMITED  
15825 Robin's Hill Road  
London, Ontario N5V 0A5

Attention: Sean Ford, A.S.O.

or to such other address as the Optionee and the Optionor respectively may from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the date on which it was delivered or if mailed shall be deemed to have been given to and received by the addressee on the fifth business day following the date on which it was deposited in the mail, except in the event of interruption of mail service after mailing, in which event it shall be deemed to have been given when actually received.

12. Schedules B and E-1 attached hereto form part of this Agreement

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 16 day of January, 2020.

SIGNED, SEALED & DELIVERED

in the presence of

Sean Ford  
Witness:

) DANCOR CONSTRUCTION LIMITED  
) Purchaser

)

)

)

)

) Signature of Signing Officer

) Name: Sean Ford

) Title: A.S.O.

) I have authority to bind the Corporation

)

)

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)

) Signature of Signing Officer

) Name & Title:

) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.
3. In this policy,
  - (a) Commencement of construction means the date upon which a building permit is issued by the City;
  - (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
  - (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
5. A class 1 sale shall be subject to the following conditions:
  - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
  - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.
14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.
15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.
17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.
18. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.
19. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.
20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
21. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

SCHEDULE "E-1"

PART OF BLOCK 3, PART OF BLOCK 17, PART OF BLOCK 16 IN PLAN 33M-544, PART OF PART 1  
IN 33R-19016, and PART OF BLOCK 1 IN PLAN 33M-592



Subject to final survey.

LOCATION MAP

INNOVATION PARK PHASE I  
12.1 ACRE SUBJECT LANDS



**SCHEDULE "A"**  
**Agreement of Purchase and Sale**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

**CLASS 1 SALE**

THIS INDENTURE dated the 20 day of January, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the **VENDOR**

- and -

**11850407 CANADA INC.**

Address: 9<sup>th</sup> Floor, 135 Yorkville Ave. Toronto ON M5R 0C7

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase I, in the City of London, in the County of Middlesex, containing **12.1 acres**, more or less, located on the north side of Concept Drive, and being legally described as Block 4, Plan 33M-544 Save and Except Part 1, Plan 33R-16973 and being PIN 081970140 attached hereto and shown highlighted in red in Schedule "C" to this Agreement, for the price of approximately

**Eight Hundred and Forty Seven Thousand Dollars** **(\$847,000.00)**  
of lawful money of Canada calculated at the rate of

**Seventy Thousand Dollars** **(\$70,000.00)**  
per acre, with normal municipal services available in the road allowance.

The Purchaser submits

**Eighty Four Thousand and Seven Hundred Dollars** **(\$84,700.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

11. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

12. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

13. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

14. Schedules A, B, C, D attached hereto form part of this Agreement.

**AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON**

**PAGE 3**

15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the March 6<sup>th</sup>, 2020, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 20/01 day of , 2020.

SIGNED, SEALED & DELIVERED

in the presence of



Witness: Ezzeldin Ashour

Witness: \_\_\_\_\_

) 11850407 CANADA INC.  
) Purchaser

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) **Signature of Signing Officer**  
) Name: GABRIEL MOTT  
) Title: CEO  
) I have authority to bind the Corporation



) **Signature of Signing Officer**  
) Name: Mohammed Ashour  
) Title: Co-Founder and CEO  
) I have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Property in Red"  
Schedule "D" attached - "Additional Conditions for the Purchaser's Benefit"

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE  
PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND  
SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR  
APPROVAL

Industrial Park Name & Phase & Section: Innovation Park, Phase I, Part of Block 4

Lot & Conc./Part No./Block, etc.; Acres: Part of Block 4 on plan 33M-544,  
12.1 acres

Name, Address, Postal Code of Purchaser: 11850407 Canada Inc.  
9<sup>th</sup> Floor, 135 Yorkville Ave. Toronto ON M5R  
0C7

Local Company: Yes No

Intended Use of Building - (Describe): Food Manufacturing and Processing of  
Alternative protein including rearing, harvesting,  
processing, and research and development.

Major Industrial Classification of User: Food Manufacturing and Packaging

List of Products Manufactured/Handled: Food Manufacturing and Processing of  
Alternative Protein.

Number of Employees Anticipated: 50+ (Full Time)

Number of Square Feet of Building Proposed: 90,000+ square feet

Number of Square Feet in Property Purchase: 527,076 square feet

Proposed Building Coverage as % of Lot Area: 17 percent (17%)

Mandatory Building Coverage Starting 1st Year: 15 percent (15%)

Future Building(s) Proposed (if any) Details:  
Proposed Building Material for this Project: TBD

Development of the Lot will be subject to: Site Plan & Architectural Control

Proposed Commencement Date of Construction: One Year from Date of Deed

Mandatory Commencement Date of Construction: One Year from Date of Deed

Purchaser's Lawyer - Name, and Address:  
Telephone:

Purchaser's Executive Completing this Form:  
Name: GABRIEL MOTT  
Title: COO  
11850407 Canada Inc.

  
\_\_\_\_\_  
(signature)  
I have authority to bind the Corporation

Purchaser's Executive Completing this Form:  
Name: Mohammed Ashour  
Title: CEO  
11850407 Canada Inc.

  
\_\_\_\_\_  
(signature)  
I have authority to bind the Corporation

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

**SCHEDULE "B"**

**Excerpt from By-law No. A.-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"**

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.
3. In this policy,
  - (a) Commencement of construction means the date upon which a building permit is issued by the City;
  - (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
  - (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
5. A class 1 sale shall be subject to the following conditions:
  - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
  - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.
14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.
15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
16. The transaction shall be completed within 120 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.
17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.
18. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.
19. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.
20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
21. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

SCHEDULE "C"

Subject Lands



**SCHEDULE "D"**

**Additional Terms and Conditions**

HEADINGS

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramourcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, pursuant to the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Sewage Sampling Manholes

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), Ministry of Transportation (MTO), and any other approvals deemed necessary by the City.

Purchaser Condition – Environmental

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled

this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Buyer, at the Buyer's expense, determining the financial feasibility of the Buyer's intended use for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time period stated herein.

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
  - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
  - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
  - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
  - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
  - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

Appendix "A"  
Lease Renewal Proposal

January 15<sup>th</sup>, 2020

The Corporation of the City of London  
300 Dufferin Avenue, Room 1110  
London, ON, N6A 4L9



Attention: Mr. Adam Ostrowski

**Re: Revised Proposal – Lease Renewal  
The Corporation of the City of London  
520 Wellington Street, Unit 1-3, London, ON, N6A 3R2**

Dear Sir;

The original Lease Agreement dated July 2015; hereinafter, called the "Lease" is scheduled to expire on June 30, 2020. The Landlord acknowledges the Tenant is exercising the option to renew as set out in Schedule "C" of the Lease Agreement.

As a longstanding and valued Tenant we are pleased to offer you a new Lease renewal for the Premises, "as is", municipally known as **Unit 1-3 at 520 Wellington Street, London, ON, N6A 3R2**. The Gross Rentable Area shall be a leasable size of **4,246 sq. ft.**, with the following amendments.

The Lease term shall be **Five (5) years (July 1, 2020 to June 30, 2025)** at the following Net Rates (subject to applicable taxes such as HST):

Year 1: July 1, 2020 to June 30, 2021	\$7.75 Net per sq. ft. per annum or \$2,742.20 per month,
Year 2: July 1, 2021 to June 30, 2022	\$8.00 Net per sq. ft. per annum or \$2,830.66 per month,
Year 3: July 1, 2022 to June 30, 2023	\$8.00 Net per sq. ft. per annum or \$2,830.66 per month,
Year 4: July 1, 2023 to June 30, 2024	\$8.00 Net per sq. ft. per annum or \$2,830.66 per month,
Year 5: July 1, 2024 to June 30, 2025	\$8.25 Net per sq. ft. per annum or \$2,919.12 per month.

Plus Additional Rents (subject to applicable taxes) as currently estimated as follows for 2020;

TAXES: \$1.50 per sq. ft. per annum or \$530.75 per month

The Landlord shall further grant the Tenant one (1) month of free Net rent for the period of July 1-31, 2020. During this time the Tenant shall be responsible for all additional rent & utilities and will be bound by all other terms and conditions of the lease during this period.

Provided when not in default and having consistently performed its obligations pursuant to the Lease Agreement the Tenant will have a renewal option to extend the lease for one (1) additional five (5) year period commencing **July 1, 2025** upon giving written notice to the Landlord at least six (6) months prior to the expiry of the Term. The renewal rates will be based on comparable market rental net rates for similarly improved Premises at the time of the option; such rates will NOT be less than the previous twelve-month period. In the event that the Minimum Rent for such renewal term is not agreed upon by the parties hereto on or before a date three (3) months before the end of the term of the Lease, the Rent payable shall be determined by arbitration on the fair market rental for similarly improved premises pursuant to the provisions of the *Arbitrations Act of Ontario*.

**Insurance:** Tenant covenants to provide a current insurance certificate and keep in force throughout the Term of this Lease General Liability and Damage Insurance with the signed Proposal. All contracts of insurance placed by the Tenant shall be written to include the Landlord and Briarlane Rental Property Management Inc. named as Additional Insured.

85 Spy Court, Suite 100, Markham, Ontario, L3R 4Z4  
Tel: (905) 944-9406 Fax: (905) 944-1976

A handwritten signature in black ink, appearing to be the initials "RM".

Appendix "A"  
Lease Renewal Proposal

This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

Acceptance of this proposal is required no later than **March 6<sup>th</sup>, 2020**; otherwise, this shall become null and void and the rental rate proposed could be subject to change.

Please sign below if you would like to enter into this agreement and return this document to the attention of the undersigned. Once in receipt of such, we will make arrangements to have the Lease Amending Agreement drafted and sent to you for signature.

Yours very truly,

**CENTENNIAL HOUSE LIMITED**  
By it's Authorized Agent & Manager  
Briarlane Rental Property Management Inc.  
Per:

PER:   
Andrus Kung  
VP, Commercial Properties

---

The undersigned has the authority to bind the Corporation and accepts the terms as set out above.

**THE CORPORATION OF THE CITY OF LONDON** (Tenant)  
Per:

\_\_\_\_\_  
*1<sup>st</sup> Authorized Signing Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*2<sup>nd</sup> Authorized Signing Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

Appendix "A"  
Lease Renewal Proposal

January 15<sup>th</sup>, 2020

The Corporation of the City of London  
300 Dufferin Avenue, Room 1110  
London, ON, N6A 4L9

Attention: Mr. Adam Ostrowski



**Re: Revised Proposal – Lease Renewal  
The Corporation of the City of London  
520 Wellington Street, Unit 11-12, London, ON, N6A 3R2**

Dear Sir;

The original Lease Agreement dated July 2015; hereinafter, called the "Lease" is scheduled to expire on September 30, 2020. The Landlord acknowledges the Tenant is exercising the option to renew as set out in Schedule "C" of the Lease Agreement.

As a longstanding and valued Tenant we are pleased to offer you a new Lease renewal for the Premises, "as is", municipally known as **Unit 11-12 at 520 Wellington Street, London, ON, N6A 3R2**. The Gross Rentable Area shall be a leasable size of **3,157 sq. ft.**, with the following amendments.

The Lease term shall be **Five (5) years (October 1, 2020 to September 30, 2025)** at the following Net Rates (subject to applicable taxes such as HST):

Year 1: October 1, 2020 to September 30, 2021 \$7.75 Net per sq. ft. per annum or \$2,038.90 per month,  
Year 2: October 1, 2021 to September 30, 2022 \$8.00 Net per sq. ft. per annum or \$2,104.66 per month,  
Year 3: October 1, 2022 to September 30, 2023 \$8.00 Net per sq. ft. per annum or \$2,104.66 per month,  
Year 4: October 1, 2023 to September 30, 2024 \$8.00 Net per sq. ft. per annum or \$2,104.66 per month,  
Year 5: October 1, 2024 to September 30, 2025 \$8.25 Net per sq. ft. per annum or \$2,170.43 per month.

Plus Additional Rents (subject to applicable taxes) as currently estimated as follows for 2020;

TAXES: \$1.50 per sq. ft. per annum or \$394.63 per month

The Landlord shall further grant the Tenant one (1) month of free Net rent for the period of October 1-31, 2020. During this time the Tenant shall be responsible for all additional rent & utilities and will be bound by all other terms and conditions of the lease during this period.

Provided when not in default and having consistently performed its obligations pursuant to the Lease Agreement the Tenant will have a renewal option to extend the lease for one (1) additional five (5) year period commencing **October 1, 2025** upon giving written notice to the Landlord at least six (6) months prior to the expiry of the Term. The renewal rates will be based on comparable market rental net rates for similarly improved Premises at the time of the option; such rates will NOT be less than the previous twelve-month period. In the event that the Minimum Rent for such renewal term is not agreed upon by the parties hereto on or before a date three (3) months before the end of the term of the Lease, the Rent payable shall be determined by arbitration on the fair market rental for similarly improved premises pursuant to the provisions of the *Arbitrations Act of Ontario*.

**Insurance:** Tenant covenants to provide a current insurance certificate and keep in force throughout the Term of this Lease General Liability and Damage Insurance with the signed Proposal. All contracts of insurance placed by the Tenant shall be written to include the Landlord and Briarlane Rental Property Management Inc. named as Additional Insured.

85 Spy Court, Suite 100, Markham, Ontario, L3R 4Z4  
Tel: (905) 944-9406 Fax: (905) 944-1976

A handwritten signature in black ink, appearing to be "RM", is located in the bottom right corner of the page.

Appendix "A"  
Lease Renewal Proposal

This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

Acceptance of this proposal is required no later than **March 6<sup>th</sup>, 2020**; otherwise, this shall become null and void and the rental rate proposed could be subject to change.

Please sign below if you would like to enter into this agreement and return this document to the attention of the undersigned. Once in receipt of such, we will make arrangements to have the Lease Amending Agreement drafted and sent to you for signature.

Yours very truly,

**CENTENNIAL HOUSE LIMITED**  
By it's Authorized Agent & Manager  
Briarlane Rental Property Management Inc.  
Per:

PER: 

Andrus Kung  
VP, Commercial Properties

---

The undersigned has the authority to bind the Corporation and accepts the terms as set out above.

**THE CORPORATION OF THE CITY OF LONDON (Tenant)**

Per:

\_\_\_\_\_  
*1<sup>st</sup> Authorized Signing Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*2<sup>nd</sup> Authorized Signing Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

85 Spy Court, Suite 100, Markham, Ontario, L3R 4Z4  
Tel: (905) 944-9406 Fax: (905) 944-1976

**From:** Kevin DASH  
**Sent:** Thursday, February 20, 2020 9:20 AM  
**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>  
**Subject:** [EXTERNAL] User fee for Fire Department

I am deeply concerned about the proposal by Coun. Pelosa to recoup additional fees from Londoners who call for services from the fire department.

As a 30+ year fire fighter here in London, I have encountered residents of London on numerous occasions who have expressed concern and despair over anticipated charges for having fire crews attend their home or business. It's an obvious relief when they are informed that there are no charges.

It's well known that people will act undesirably to avoid paying fees. An example of this is the dumping of garbage along roadways and in fields to avoid paying additional bag fees at the curb. When it comes to life safety, fees for service would have a profound negative effect on Londoners, some of whom may delay calling for help when seconds count. Think of a carbon monoxide call: could we foresee the possibility of a resident choosing not to call 911 when their CO alarm is sounding as they try to determine if it's a faulty detector or an actual case of presence of CO? It's too risky.

The Fire Department budget is already fully funded through property and business taxes. If CAPS or Council would like to consider revenue for services provided, consider additional or increased fines for those in violation of fire codes or by-laws instead.

Kevin Dash

District Chief – LFD



February 24<sup>th</sup>, 2020

Mr Ed Holder  
Mayor, City of London  
P.O. Box 5035  
London, ON  
N6A 4L9

CC Cathy Saunders, City Clerk, City of London

Dear Mayor Holder:

We are writing to you in response to the ongoing discussion in regard to charging for Fire Fighting Services in the City of London. The only third party company that we are aware of that assists Municipalities in this process is Fire Marque Inc. I am writing to you to express my concern about the misleading claims and facts that are being communicated to public organizations such as yours by this company in this regard.

The Insurance Broker's Association of Ontario (IBAO) is an Association of independent brokers that represents approximately 14,000 members working in roughly 1,200 insurance brokerages across the Province. The London Insurance Brokers Association (LIBA) represents over 300 members working in roughly 20 brokerages in London. The broker network distributes in excess of 50% of all personal lines products and over 90% of all commercial lines products in Ontario. IBAO members service in excess of 6 million policy holders on an annual basis.

The IBAO is the largest of a group of broker associations that represent insurance brokers and consumers across Canada. Each of our associations are heavily involved in insurance industry advocacy from a consumer interest perspective.

Fire Marque has been brought to the IBAO's attention over the past couple of years in regard to complaints from our members in regard to the misleading claims that charging for Fire Fighting Services has no impact on property insurance premiums that the voting public pay. Although some local authorities have partnered with Fire Marque, there seems to be mixed public support in the market for their business activities. This is

evidenced by several of the public statements being made by the local authorities that have seen through their business proposal.

I am writing to you to point out that there are certain statements that they make on their website, which they may or may not make in their business presentations, that are factually incorrect.

For example, their web site states, within the Property Owner's Q&A:

"Will insurance rates go up as a result of the Fire Marque program?"

Essentially, No. ....

Insurance companies have already calculated the premiums to include charges for Fire Department services."

You should be aware that, this is definitely not how the insurance industry prices its property insurance products. An insurance policy is priced based on two factors: the coverages offered by the policy and most importantly, the claim experience or cost directly associated, or 'PAID' experience, with those coverages.

If coverage exists where there is little or no cost associated with, the insurance policy cost will reflect this. As this cost increase to the insurance company grows, the insurance policy price will grow accordingly (assuming the coverage itself remains constant). If the City of London increases the direct cost of claims historically 'paid' by Insurance Companies due to your claim for Fire Fighting Services, then the cost of property insurance policies will naturally increase accordingly. A double taxation on the voting public as it were.

It is therefore factually incorrect for Fire Marque to assert that rates will not increase 'as a result of the Fire Marque program'. The same misstatement of fact made on their Q&A section relating to Municipalities. The IBAO has written to Fire Marque and have requested these changes to their business pitch and website to which they have so far refused.

We are more than happy to introduce you to a Mayor of a municipality in Ontario who consulted with industry regarding Fire Marque's claims before making a decision. We can also introduce you to a number of industry experts that operate from the insurance company perspective or regulator, consumer protection perspective that may assist in your current understanding of our industry to help make your consumer proposition accurately reflect the industry's realities.

We will request an opportunity to speak as a delegation before the Community and Protective Services Committee should a report be requested by council and submitted to the Committee.

Thank you.

Regards,

A handwritten signature in black ink, appearing to read 'Colin M. Simpson', with a long horizontal flourish extending to the right.

Colin M. Simpson  
Chief Executive Officer, IBAO

A handwritten signature in black ink, appearing to read 'Suzanne Pountney', with a stylized, circular initial.

Suzanne Pountney  
Territory Director, IBAO

A handwritten signature in black ink, appearing to read 'Sam Off', with a long horizontal flourish extending to the right.

Sam Off  
President, LIBA

**Date:** February 18, 2020 at 1:28:13 PM EST

**To:** "Musicco, Nicole" <[nmusicco@london.ca](mailto:nmusicco@london.ca)>

**Cc:** JP "Hopkins, Anna" <[ahopkins@london.ca](mailto:ahopkins@london.ca)>

**Subject: Re: [EXTERNAL] Re: Short term accommodation information report (City of London)**

Good day Nicole.

We are Linda and Steve Lowe, 2368 Red Thorne Avenue. The particular problem rental we have dealt with for over a year is 2375 Red Thorne Ave, Lambeth. We are told by police and news reports in London and other communities that the problems associated with short term rentals continues to grow. We wished to register our concern before the February 19/20 committee meeting.

We read with interest the preliminary report and proposed guidelines provided.

Some comments include the following:

1. Should include a mention of platform "[Booking.com](https://www.booking.com)". We found the 2375 Red Thorne rental listing on The National Post website at one point.

2. Pros and Cons.

While many observations are made about short term rentals, it seems to me, that a bias exists in favour of persons operating a "business" in a residential community over residents residing nearby.

If I am a local hotel or bed and breakfast I pay business taxes and licensing and government employment deductions and must maintain codes re safety and other aspects.

However we know that houses are purchased to rent out by absent landlords and/or groups pooling out of country money, as business money making ventures. If they don't voluntarily identify their operations or neighbors don't complain, they operate with impunity, it seems, at present. Houses can be operated with little regard for how they affect neighbouring residential property owners who pay taxes and care about how their property is maintained and enhanced. They may not enhance landscaping or external visual appeal. They don't respect neighbours who have to listen or experience noise, cars and light pollution to all hours. They aren't around when dangerous situations arise and subsequently claim ignorance of outcomes.

Where is the control and consequences of bad or disruptive behaviour? Left to City, police and neighbours.

Having a rental agent within 1 hour is useless unless the property is identified and registered and a robust complaint system is in place. We know. We've been through it.

Calling police is costly to the tax payers already paying their fair share. Police cannot shoulder the additional burden of trying to manage situations about code contravention.

Rental agents don't want neighbours to know who they are or how to reach them. Sometimes owners don't know about the rental agents activity because they are not local and not being fined. They don't really care.

Currently the municipal noise and complaint number provided to us is useful only on certain nights at certain times. We have had to call police twice because of dangerous outcomes to young persons.

Why are owners and operators not being fined significantly? And required to be licensed for safety and public exposure reasons at significant amounts?

Do you really think that the people coming in to clean houses after each rental are paying employment burden taxes?

Only when it becomes financially unattractive to operate party houses and low quality rentals will the bylaws proposed have any teeth. Money by way of big fines and costly licenses are required.

Also, The rental properties should have to pay and display their license and inspection reports and be visual to the public. Restaurants have to do why not rentals.

Absentee landlords should not be permitted.

Licensing needs to be substantial. This activity is largely an underground economy wherein taxes and burden is avoided at the expense of legitimate businesses (hotels) and the comfort and safety of home owners.

Inventory of reasonably priced housing is reduced making affordability of accommodation an issue for those who just want to live their lives.

Please. The City of London has an opportunity to do the right thing by the people who reside in London and wish to have quiet enjoyment of their own homes.

Contact me for any further comment at any time.

Sincerely  
Linda Lowe

# Community and Protective Services Committee

## Report

The 3rd Meeting of the Community and Protective Services Committee  
February 19, 2020

PRESENT: Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillor E. Pelosa; J. Bunn, H. Chapman, C. Cooper, S. Datars Bere, A. Dunbar, K. Dickins, K. Gonyou, O. Katolyk, G. Kotsifas, N. Musicco, D. O'Brien, D. Postie, M. Ribera, M. Schulthess, C. Smith, S. Stafford, J. Tansley

### 1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest in Item 4.1 of the 3rd Report of the Community and Protective Services Committee, having to do with Cost Recovery for Fire Services - Third Party Cost Recovery - Fire Marque, by indicating that his son is a City of London firefighter.

Councillor M. Salih discloses a pecuniary interest in Item 5.3 of the 3rd Report of the Community and Protective Services Committee, having to do with an Agreement for London and Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada, by indicating that he is an employee of the Canadian Border Services Agency.

### 2. Consent

Moved by: E. Holder  
Seconded by: M. Salih

That Items 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.11 and 2.12 BE APPROVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

#### 2.1 1st Report of the Accessibility Advisory Committee

Moved by: E. Holder  
Seconded by: M. Salih

That the following actions be taken with respect to the 1st Report of the Accessibility Advisory Committee, from the meeting held on January 23, 2020:

a) the attached 2020 Work Plan for the Accessibility Advisory Committee BE APPROVED; and,

b) clauses 1.1, 1.2, 2.1 to 2.3, 3.1, 3.2, 4.1, 5.1 and 5.2, BE RECEIVED.

**Motion Passed**

2.2 Implementation of the Community Mental Health and Addictions Strategy

Moved by: E. Holder  
Seconded by: M. Salih

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the report by the Ivey International Centre for Health Innovation with respect to the Implementation of London's Community Mental Health and Addictions Strategy, as appended to the staff report dated February 19, 2020, BE RECEIVED. (2020-S12)

**Motion Passed**

2.3 Ontario Works Employment Innovations Purchase of Service Agreement - London Circles Initiative

Moved by: E. Holder  
Seconded by: M. Salih

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated February 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) approve the Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and Goodwill Industries Ontario Great Lakes, for the delivery of the London Circles Initiative; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2020-S17)

**Motion Passed**

2.4 Coordinated Informed Response - Year End Update

Moved by: E. Holder  
Seconded by: M. Salih

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the staff report dated February 19, 2020, with respect to a year-end update on Coordinated Informed Response, BE RECEIVED. (2020-P03)

**Motion Passed**

2.5 Homeless Prevention CHPI Purchase of Service Agreement Template

Moved by: E. Holder  
Seconded by: M. Salih

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated February 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) approve the Community Homeless Prevention Initiative Purchase of Service Agreement, as appended to the above-noted by-law, as the standard form of agreement with respect to the purchase of homeless prevention services by The Corporation of the City of London for programs funded through the Ontario Community Homeless Prevention Initiative;

- b) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or their written designate, to execute Community Homeless Prevention Initiative Purchase of Service Agreements with Service Providers, employing the above-noted standard form Agreement, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London with no further approval required from the Municipal Council; and,
- c) repeal By-law No. A.-6955-156. (2020-S11)

**Motion Passed**

2.6 Homeless Prevention Standard Form Agreement for Tenant Placement

Moved by: E. Holder  
 Seconded by: M. Salih

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated February 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) authorize and approve a standard form Tenant Placement Agreement, as appended to the above-noted by-law, to be entered into between The Corporation of the City of London and various housing providers for City of London homeless prevention initiatives, as approved by the Municipal Council as part of the City of London's annual budget approval process; and,
- b) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute Tenant Placement Agreements with housing providers employing the above-noted Agreement. (2020-S11)

**Motion Passed**

2.7 Ontario Labour Market Partnership Agreement - Market Research Increased Labour Market Participation in the London Economic Region

Moved by: E. Holder  
 Seconded by: M. Salih

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated February 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) authorize and approve the Ontario Labour Market Partnership (OLMP) Agreement, as appended to the above-noted by-law, between her Majesty the Queen in Right of Ontario, as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London for the delivery of market research "Increased Labour Market Participation in the London Economic Region";
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) delegate authority to the Managing Director, Housing, Social Services and Dearness Home to approve any further amendments to the above-noted Agreement;

d) authorize the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute any amendments to the above-noted Agreement; and,

e) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority, regarding application forms for funding, budgets, cash flows, other financial reporting, including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and Skills Department's contribution specified in the above-noted Agreement. (2020-L04A)

**Motion Passed**

2.8 Ontario Transfer Payment Agreement - Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London-Middlesex

Moved by: E. Holder

Seconded by: M. Salih

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated February 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 24, 2020, to:

a) authorize and approve the Ontario Transfer Payment Agreement – Skills Advance Ontario (SAO) – Employment Services for the Manufacturing Sector in London-Middlesex, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Labour, and The Corporation of the City of London;

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

c) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, to approve any further amendments to the above-noted Agreement if the amendments are substantially in the form of the above-noted Agreement;

d) authorize the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute any amendments to the above-noted Agreement; and,

e) delegate authority to Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting, including financial claims and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and Skills Development's contribution specified in the above-noted Agreement. (2020-L04A)

**Motion Passed**

2.9 Swimming Pool Fence By-law - Proposed Amendments

Moved by: E. Holder  
Seconded by: M. Salih

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to proposed amendments to the Swimming Pool Fence By-law:

- a) the Civic Administration BE DIRECTED to prepare amendments to the Swimming Pool Fence By-law to modernize the regulations and enhance public safety and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,
- b) the above-noted staff report BE RECEIVED. (2020-P01)

**Motion Passed**

2.11 Vacant Buildings By-law

Moved by: E. Holder  
Seconded by: M. Salih

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to the Vacant Buildings By-law:

- a) the Civic Administration BE DIRECTED to prepare amendments to the Vacant Buildings By-law to implement a registry of vacant buildings with associated fees and a proactive enforcement protocol and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,
- b) the above-noted staff report BE RECEIVED. (2020-P01)

**Motion Passed**

2.12 Property Standards By-law - Proposed Amendments

Moved by: E. Holder  
Seconded by: M. Salih

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to proposed amendments to the Property Standards By-law:

- a) the Civic Administration BE DIRECTED to prepare amendments to the Property Standards By-law to modernize the regulations and enhance heritage related matters and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,
- b) the above-noted staff report BE RECEIVED. (2020-P01)

**Motion Passed**

2.10 Suppressing Crime Through Business Licensing Regulations - Theft of Gasoline and Scrap Metal

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to suppressing crime through business licensing regulations for the theft of gasoline and scrap metal:

- a) the Civic Administration BE DIRECTED to continue to consult with the affected Licensees and prepare amendments to the Business Licensing By-law to address the issues of gasoline theft and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;
- b) the Civic Administration BE DIRECTED to continue to consult with the affected Licensees and prepare amendments to the Business Licensing By-law to address the issues of scrap metal theft and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;
- c) the above-noted staff report BE RECEIVED;
- d) the Mayor BE REQUESTED to encourage the provincial government to review the request from the Ontario Association of Chiefs of Police, within the above-noted staff report, to implement a province-wide regulation related to pre-payment technology to counter gas theft in Ontario; and,
- e) the request for delegation, as appended to the agenda, from C. Gelinias, Specialized Recycling Inc., BE REFERRED to the future public participation meeting with respect to this matter;

it being noted that communications from J. Stewart, Canadian Independent Petroleum Marketers Association and C. Gelinias, Specialized Recycling Inc., as appended to the Added Agenda, with respect to this matter, were received. (2020-D21)

Voting Record:

Moved by: M. Salih

Seconded by: S. Hillier

Motion to approve parts a), c) and d), above.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: M. Salih

Seconded by: S. Hillier

Motion to approve part b), above.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier

Nays: (1): E. Holder

**Motion Passed (5 to 1)**

Moved by: P. Squire

Seconded by: S. Hillier

Motion to approve part e), above.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

2.13 Short-Term Accommodations - Proposed Regulations

Moved by: M. van Holst

Seconded by: P. Squire

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to short-term accommodations:

a) the Civic Administration BE DIRECTED to amend all necessary by-laws to address short-term accommodations and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;

b) the Civic Administration BE DIRECTED to continue consulting with short-term accommodation platforms on the further collection of Municipal Accommodation Tax; and,

c) the above-noted staff report BE RECEIVED;

it being noted that a communication from G. Webster, as appended to the Added Agenda, as well as the attached presentation from N. Musicco, Specialist I, Municipal Policy, with respect to this matter, were received. (2020-F21/P01)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**3. Scheduled Items**

3.1 1st Report of the Community Safety and Crime Prevention Advisory Committee

Moved by: M. Salih

Seconded by: E. Holder

That the following actions be taken with respect to the 1st Report of the Community Safety and Crime Prevention Advisory Committee (CSCP), from the meeting held on January 23, 2020:

a) the above-noted Report of the CSCP BE RECEIVED AND FILED; and,

b) representatives from the London Police Services and Corporate Security for the City of London BE INVITED to a future meeting of the CSCP to discuss safety matters.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**4. Items for Direction**

4.1 Councillor E. Pelosa - Cost Recovery for Fire Services - Third Party Cost Recovery - Fire Marque

Moved by: S. Hillier  
Seconded by: M. van Holst

That the Civic Administration BE DIRECTED to investigate and report back to a future meeting of the Community and Protective Services Committee in Q2 2020 with respect to opportunities for, and the viability of, cost recovery for fire-related responses through property owners' insurance; it being noted that a communication, dated January 28, 2020, from Councillor E. Pelozza, with respect to this matter, was received. (2020-P16/F21)

Yeas: (4): S. Lewis, M. van Holst, P. Squire, and S. Hillier  
Nays: (1): M. Salih  
Absent: (1): E. Holder

**Motion Passed (4 to 1)**

#### 4.2 Councillor M. van Holst - Conestoga Hut Pilot

Moved by: M. van Holst  
Seconded by: S. Lewis

That the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee, by April 28, 2020, with respect to a plan to pilot a small number of Conestoga Huts; it being noted that a communication, dated February 9, 2020, from Councillor M. van Holst, with respect to this matter, was received. (2020-S11)

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### 5. Deferred Matters/Additional Business

#### 5.1 Deferred Matters List

Moved by: P. Squire  
Seconded by: M. van Holst

That the Deferred Matters List for the Community and Protective Services Committee, as at January 17, 2020, BE RECEIVED.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 5.2 (ADDED) 3rd Report of the Animal Welfare Advisory Committee

Moved by: M. Salih  
Seconded by: S. Hillier

That the following actions be taken with respect to the 3rd Report of the Animal Welfare Advisory Committee, from its meeting held on February 6, 2020:

- a) the Civic Administration BE ENCOURAGED to meet with representatives from the rescue organizations operating in London in order to determine what they require for the appropriate/safe operation of their facilities and for the proper fostering of their intake animals with respect to health, safety and well-being standards; it being noted that a verbal presentation from R. Oke, Animal Control and Welfare Coordinator, with respect to this matter, was received;
- b) the attached 2020 Animal Welfare Advisory Committee Work Plan BE APPROVED;
- c) the following actions be taken with respect to the 2020 Go Wild, Grow Wild event:
  - i) the expenditure of up to \$100.00 from the 2020 Animal Welfare Advisory Committee (AWAC) budget BE APPROVED for the printing of the 'Living with Urban Wildlife' infosheet to be distributed at the event;
  - ii) the AWAC BE PERMITTED to borrow Corporate accessibility equipment - including but not limited to an assistive hearing device - for public use at the event; and,
  - iii) the Civic Administration BE REQUESTED to provide AWAC with a display copy of the revised 'Be Coyote Aware' signage found in London's Environmentally Significant Areas;
- d) the following actions be taken with respect to the You, Your Dog and Nature in London brochure:
  - i) the expenditure of up to \$100.00 from the 2020 Animal Welfare Advisory Committee (AWAC) budget BE APPROVED for the printing of a revised version of the above-noted brochure for distribution at the 2020 Go Wild, Grow Wild event;

it being noted that the AWAC encourages the Environmental and Ecological Planning Committee to destroy any remaining copies of the brochure containing outdated information and to have copies reprinted for distribution at the 2020 Go Wild, Grow Wild event; and,

  - ii) the Civic Administration BE ENCOURAGED to update the "Coyotes in the City of London" web page by replacing any instances of or references to the outdated, reactionary coyote signage with the new, educational coyote signage being installed in Environmentally Significant Areas; and,
- e) clauses 1.1, 2.1, 3.1 to 3.3 and 5.3, BE RECEIVED.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

5.3 (ADDED) Agreement for London and Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada

Moved by: P. Squire

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated February 19, 2020, BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020, to:

- a) authorize and approve the Contribution Agreement for the London and Middlesex Local Immigration Partnership, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Canada and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) delegate authority to the Managing Director, Housing Social Services and Dearness Home to approve and execute any further amendments to the above-noted Agreement if the amendments are substantially in the form of the above-noted Agreement;
- d) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Contribution Agreement that are necessary in connection with the above-noted Agreement.

Yeas: (4): S. Lewis, M. van Holst, P. Squire, and S. Hillier  
 Absent: (2): M. Salih, and E. Holder

**Motion Passed (4 to 0)**

**6. Confidential**

Moved by: S. Hillier  
 Seconded by: M. van Holst

That the Community and Protective Services Committee convene, In Closed Session, for the purpose of considering the following:

**6.1 Solicitor-Client Privilege**

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**6.2 Land Acquisition/Solicitor-Client Privilege/Commercial and Financial Information of the Corporation with Potential Monetary Value/Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes**

A matter pertaining to the proposed or pending lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

Yeas: (5): S. Lewis, M. van Holst, M. Salih, P. Squire, and S. Hillier  
 Absent: (1): E. Holder

**Motion Passed (5 to 0)**

The Community and Protective Services Committee convened, In Closed Session, from 6:22 PM to 6:44 PM.

**7. Adjournment**

The meeting adjourned at 6:44 PM.

**ACCAC Work Plan**

Item #	Project/Initiative	Background	Lead/Responsible	Proposed Timeline	Proposed Expenses	Proposed Budget	Relation to London Strategic Plan	Status
1	Transportation Advisory Committee (TAC) representative	Designated ACCAC rep on TAC	As elected by ACCAC; P. Moore	Ongoing	NIL	NIL	The strategic plan repeatedly references the Transportation Master plan, one of the primary documents used to direct the actions of TAC	Currently have an active TAC member
2	Trails Advisory Group (TAG) Representative	Designated ACCAC rep on TAG	As elected by ACCAC; J. Madden, M. Dawthorne	Ongoing	NIL	NIL	Building a sustainable City 2.A (pg 11)	Currently have 2 members actively involved with TAG
3	Site Plan Reviews	This is mandated under AODA legislation (See Site Plan Process best practice Initiative) Site plan checklist created by ACCAC is currently in use.	M. Dawthorne/J. Madden	Ongoing	NIL	NIL	This is mandated under AODA legislation	Site-plan checklist currently in use. Staff to report back to ACCAC in Fall 2019 to report on its effectiveness.
4	Continue to advocate for use and expansion of FADS document	ACCAC has identified several areas where the FADS document could be expanded or strengthened. Feedback given in Aug/19.	Policy and Bylaw Subcommittee	Ongoing	NIL	NIL	Strengthening our Community 4C; 5H Building a Sustainable City 2A, 4D	Staff currently updating FADS and incorporating feedback from ACCAC. Should be ready for review before the end of 2019. FADS to be a live document so continue to submit improvements as they become arise.
5	Consult/Advise members of the public/external parties upon requests or referral from city staff	Historically ACCAC has received, often through City staff or accessibility@london.ca, requests to advise builders, architects, businesses, and citizens (amongst many other groups) on aspects of accessibility	Variable sub-committees or ACCAC Chair/Vice Chair; as appropriate	Ongoing	NIL	Nil	Strengthening our Community 1A; 5B; 5C; 5H	Presentations regularly made to ACCAC during monthly committee meetings. Have a rep on LTC Accessibility advisory committee for the first time in 2019. Continue into 2020.
6	Undertake Community Outreach to raise Awareness of ACCAC and its role within the city; Promote resources developed by ACCAC to Londoners	ACCAC has historically partaken in outreach varying from hosting full day conferences, to Lunch 'N' Learns, to exhibiting at community events.	Education and Awareness Sub-committee	Ongoing	registration costs, ACCAC materials	>\$100 per session; not to exceed \$1000 annually	Leading in Public Service 1A; Strengthening Communities 2B; 3A;	Accessible trick or treating was a successful new initiative in 2019. Look at new opportunities in 2020 including plans to mark Dec. 3rd as International Day of Persons with Disabilities.
7	Access2 expansion	Several years ago the City of London became the first municipality in Canada to accept the Access2 Card (Easter Seals program) at all municipal venues. During that expansion London also went from 3 to 48 venues accepting the card. Many new venues/programs now exist and could be approached.	Education and Awareness Sub-committee; J. Menard	Ongoing throughout 2020	NIL	NIL	Strengthening our Community 2B, 2C, 3A	No progress made in 2019 but list has been compiled for possible Access2 expansion. Continue with this objective in 2020.
8	Review Deaf/Blind child at play sign policies	ACCAC members have noted many of these signs have been placed in the same location for decades which raises the question of their appropriateness/effectiveness. Also look at potential for other signage including "Child with Autism". Staff attended ACCAC meeting in 2018.	Policy Subcommittee; M. Dawthorne	winter-spring 2020	NIL	NIL	Strengthening our Community 5B	Received staff presentation in 2018. ACCAC to make formal recommendations in 2020.
9	Engage in discussions around Paratransit and what role, if any, the city could/should undertake in improving the service, noting it is an LTC service, not that of the city directly. Also investigate opportunities for improvements in other forms of accessible transportation.	Accessible transportation was the number one priority that arose from our Community Open Houses in 2017. Paratransit booking system is cumbersome with an inadequate number of rides available. No accessible transportation available outside of Paratransit working hours. Accessible taxis are difficult and costly to access.	Transportation Working Group	Early 2020	potential meeting/consultation sessions, food, space	1200	Strengthening our Community 5H	Advocate for accessible transportation needs (particularly Paratransit) in conjunction with other city committees and agencies during budget talks in early 2020. Continue to make recommendations on all types of accessible transportation: conventional transit, Paratransit, accessible taxis.
10	Participate in the review of the 2018-2021 Accessibility Plan	mandated responsibility of ACCAC under the AODA	Policy Subcommittee, final draft to be brought to full committee	Per staff timeline	NIL	Nil	Accessibility Action Plan 2018-21	Have worked with London's Accessibility specialist throughout 2019 and will continue in 2020.

11	Review City Budget with an accessibility lens.	Included in the current 2018-21 Accessibility Plan	Chair/Vice-Chair	During budget season	NIL	Nil	Accessibility Action Plan 2018-21	Worked with city staff in 2019 and will continue in 2020
12	Annually nominate a candidate for the Mayor's New Year's Honor List under the Accessibility category.	Included in the current 2018-21 Accessibility Plan	Chair/Vice-Chair	Fall 2020	NIL	Nil	Accessibility Action Plan 2018-21	Discuss potential recipients in Sept. 2020.
13	Continue to develop and distribute pamphlets to inform the public about issues related to persons with disabilities.	Included in the current 2018-21 Accessibility Plan	Education and Awareness Subcommittee	Ongoing	printing		Accessibility Action Plan 2018-21	Continue in 2020 with Education and Awareness sub-committee taking the lead.
14	Investigate alternative participation at meetings and sub-committee meetings to increase participation	Under the previous council a survey was sent out regarding Advisory Committee interest in remote access to committee meetings. No further announcement was made after feedback was provided. ACCAC historically experiences Quorum issues, in part due to members missing meetings for the very reason they were appointed (e.g. their disability makes attendance impossible, unable to coordinate Paratransit, etc.)	Education and Awareness Sub-committee	Spring/Summer 2020	potential software/connection fees	\$500		Our committee currently provides captioning services at all meetings and sub-committee meetings with assistance from Clerk's office as needed. Our committee also allows for remote call-ins for sub-committee meetings as needed. Continue to gather information and advocate for similar resources for all City committees as needed.
15	Produce an Awareness Calendar & Notification of Key Dates in order to highlight, awareness days, weeks, and months related to accessibility to accessibility and disability	In relation to the changes made by council as it pertains to proclamations, the advisory committee will review its calendar of dates and proclamations to promote accessibility and awareness to benefit the community. ACCAC to create the calendar and engage city staff on including it/merging it with other cultural/awareness calendars currently used/posted by the City	Education and Awareness Sub-committee; K. Husain	Early 2020	Nil			Calendar is currently being compiled by K. Husain and should be ready for distribution in early 2020.
					Total	not to exceed \$6000 (ACCAC's historically approved Annual budget)		



# Short term accommodations

## Proposed Regulations

Community and Protective Services Committee

February 19, 2020

Nicole Musicco – Specialist, Municipal Policy  
Development & Compliance Services



## What are Short term accommodations ?



craigslist



Booking.com



kijiji

 **History**

- 2017
- 2018
- 2019

TO:	COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MAY 4, 2019
FROM:	G. KOTSIFAS, ENG. MANAGING DIRECTOR OF DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	SHORT TERM ACCOMMODATIONS
<b>RECOMMENDATION</b>	
That on the Recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to Short Term Accommodations:	
A) This report BE RECEIVED for information purposes; B) Civic Administration BE DIRECTED to hold a public participation meeting before the Community and Protective Services Committee on draft by-law amendments by a number of by-law to address zoning, zoning and aviation issues with a focus on the municipal purposes of health, safety and residential stability.	
<b>PREVIOUS REPORTS</b>	
April 25, 2017 – CPSC – Short Term Accommodations – Information Report	
<b>BACKGROUND</b>	
Civic Administration was directed to report back at a future meeting of CPSC with respect to short term rentals to address zoning, listing and taxation.	
The term short term accommodation (STA) has been used to describe the use of all or part of a dwelling unit for sleeping and lodging accommodations for a short period of time. Traditionally, hotels, motels, hostels and bedbreakfasts only offered these services. Short-term rentals now occur in a variety of dwelling types including detached houses, townhouses, and apartment buildings. STAs are operated by owner-occupants, tenants, property investors and management companies.	
STAs are often listed on internet platforms such as Airbnb, Homeaway, Vacation Rentals by Owner (VRBO), Craigslist and Hiply. Civic Administration has consulted with Airbnb and the following London specific data was provided for 2017:	
<ul style="list-style-type: none"> <li>• 430 active hosts</li> <li>• 242 active listings</li> <li>• 47% of the listings are entire homes, 51% private rooms, 2% are shared rooms</li> <li>• Average host age: 41</li> <li>• Typical nights hosted: 73</li> <li>• Average length of stay per guest: 4 nights</li> <li>• Typical annual host earnings: \$4,200 (CAD) annually</li> </ul>	
In order to seek input from Londoners, including short term accommodation users and property owners, an online survey was posted on the City's government London 36 pages. A total of 511 responses were received. The survey results are illustrated in Appendix A. The following are some key survey observations:	
<ul style="list-style-type: none"> <li>• 1% of the respondents are home owners</li> <li>• 10% live near a STA</li> <li>• 60% have stayed at a STA</li> <li>• 14% have operated a STA</li> </ul>	



 **2018 Public Survey Results**

- **19%** live near a STA / **14%** have operated a STA
- **80%** - should be permitted to operate a STA
- **72%** - entire house should be permitted as a STA
- **6/10** respondents supported regulating STA's
- **40%** supported licensing individual rental properties
- **34%** supported licensing rental platforms



## Why regulate STA?

- Safe accommodations.
- Public Safety.
- Residential Stability.



## Possible by-law /administrative considerations

- Residential Rental Licensing by-law
- Zoning by-law
- Business Licensing by-law
- Local contact requirement



# Animal Welfare Advisory Committee – 2020 Work Plan

Activity	Background	Responsibility	Timeline	Proposed Budget	Strategic Plan Alignment
Animal Care Services - Potential Service Improvements	<ul style="list-style-type: none"> <li>The AWAC will research best practices in other municipalities including new initiatives, processes and products for enhanced service provision, promote licensing, return to owner, adoption etc. and provide updates to Civic Administration and Municipal Council to assist with possible new initiatives.</li> <li>The AWAC will research design strategies for reducing conflict and increase safety for dogs/owners using dog parks. AWAC will provide recommendations to civic administration and municipal council guided by research findings.</li> <li>Develop educational materials (in cooperation with Civic Administration) to provide the community with information about caring for domestic and companion animals. (eg choosing the right animal, care of pets, safety, etc)</li> <li>Host a booth for “Go Wild, Grow Wild” in 2020 to educate and disseminate educational materials.</li> </ul>	<p>AWAC Working Group</p> <p>London Dog Owners’ Association</p>	Ongoing		<ul style="list-style-type: none"> <li>Strengthening Communities, Caring and Compassionate Services, 3.E</li> <li>Healthy, Safe, 5.F</li> </ul>
Creation of a list of allowable species in the City and a restriction on the sources and sales for specific species (domestic and exotic) from retail stores	<ul style="list-style-type: none"> <li>The AWAC will research the practices of other municipalities with respect to restrictions on the sales of specific species from retail stores. These actions would assist with minimizing the local ecological impacts of potential invasive species and the global ecological impact of sourcing species from other countries. This would alleviate the pressure on rescue organizations and animal services.</li> <li>A positive list would improve animal welfare by increasing Licensing ability to assess requirements for species in pet stores.</li> </ul>	AWAC Working Group	Ongoing		<ul style="list-style-type: none"> <li>Strengthening Communities, Caring and Compassionate Services, 3.E</li> </ul>

	<ul style="list-style-type: none"> <li>• Work with Civic Administration to develop a positive list of animals allowed in the City.</li> <li>• AWAC to be available to provide support and input as needed as it relates to the Business Licensing of Pet Stores, and to provide Bylaw recommendations endorsed by City Council.</li> </ul>				
Living With Wildlife – Resources for the Community	<ul style="list-style-type: none"> <li>• Research best practices to promote peaceful co-existence with wildlife and in accordance with the Humane Urban Wildlife Conflict Policy.</li> <li>• Develop awareness strategies and educational materials to provide the community.</li> <li>• Host a booth for “Go Wild, Grow Wild” in 2020 to educate and disseminate educational materials.</li> </ul>	AWAC Working Group	Ongoing		<ul style="list-style-type: none"> <li>• Strengthening Communities, Health, Safe 3.E, 5.F</li> <li>• Building Sustainable City Strong Healthy Environment 3.C</li> </ul>
Development of a Communication Strategy	<ul style="list-style-type: none"> <li>• Work with the local Libraries and school boards to distribute wildlife and companion animal educational awareness strategies and materials.</li> <li>• Work with Civic Administration to distribute wildlife and companion animal educational awareness strategies and materials online and at city facilities.</li> </ul>	AWAC Working Group	Ongoing		
Wildlife Control Practices	<ul style="list-style-type: none"> <li>• Work with Civic Administration to ensure that tenders be awarded to service providers based on their compliance with the City of London’s Humane Urban Wildlife Conflict Policy.</li> </ul>	AWAC Working Group	Ongoing		<ul style="list-style-type: none"> <li>• Strengthening Communities, Health, Safe 3.E</li> </ul>
Travelling Zoos	<ul style="list-style-type: none"> <li>• By-law recommendations regarding travelling zoos</li> </ul>		Ongoing		
Animals in Cars During Summer Months – Public Awareness Campaign	<ul style="list-style-type: none"> <li>• Educate the public regarding pets in hot cars.</li> <li>• Approaching the London Police Services Board, the OSPCA and the London Humane Society to determine their policies and practices.</li> <li>• Approaching Councillors and rescue agencies with a request to put the information on Facebook and Twitter.</li> <li>• Getting the message out that an animal only has minutes if left in a hot car and immediate action is required.</li> <li>• Work with local businesses to allow people to bring pets into the business.</li> </ul>	AWAC Working Group	Ongoing		

<p>Bird Friendly Guidelines as it relates to urban design and development and light pollution</p>	<ul style="list-style-type: none"> <li>• Working with EEPAC and ACE to create recommendations for the development of a policy with respect to urban design and development as it relates to glass applications and light pollution for reducing migratory bird deaths.</li> <li>• Provide research of current practices in other municipalities with respect to window treatments and lighting and dark skies initiatives.</li> <li>• This will assist in reducing bird strikes and bird mortality and prevent disruption of migration.</li> <li>• Continue to work with EEPAC and ACE to bring recommendations to Civic Administration and City Council. AWAC recommends assisting and supporting city staff and Civic Administration to effectively implement recommendations for urban design and development regarding light pollution and glass applications for reducing migratory bird deaths.</li> </ul>	<p>AWAC Working Group</p>	<p>Ongoing</p>		<ul style="list-style-type: none"> <li>• Strengthening Communities, Health, Safe 3.E 5.F</li> <li>• Building Sustainable City Strong Healthy Environment 3.C</li> <li>• Growing our Economy, Urban Regeneration, 2.C</li> <li>• Building a Sustainable City, 4.C</li> </ul>
<p>Municipal Coyote Resource</p>	<ul style="list-style-type: none"> <li>• Facilitate opportunities for Coyote Watch Canada to work with the Municipality and community stakeholders to develop resources to support the community that empower it's residents to use preventative strategies and wildlife safety practices that promote lasting and effective co-existence. Provide the City of London with the implementation of protocols that reflect the values outlined in the City of London's Humane Wildlife Conflict Policy.</li> <li>• Provide the public and media with accurate coyote information, education and safety guidelines to effectively enhance a sustainable approach while minimizing human and wildlife conflict. Highlighting a Wildlife Strategy Framework (WSF). The four cornerstones of the WSF are Investigation, Education, Prevention and Enforcement. A WSF encourages and supports community wildlife resiliency and presents successful, non-lethal alternatives that are</li> </ul>	<p>AWAC Working Group</p>	<p>Ongoing</p>		<ul style="list-style-type: none"> <li>• Strengthening Communities, Health, Safe, 3.E, 5.F</li> </ul>

	available to every community that are long term, cost effective and that promote safety for wildlife, pets and residents. Coexisting with wildlife and meeting the challenges that are occurring in a community warrant a commitment from all stakeholders.				
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# Corporate Services Committee

## Report

5th Report of the Corporate Services Committee  
February 18, 2020

**PRESENT:** Councillors A. Kayabaga (Chair), M. van Holst, J. Helmer, J. Morgan, A. Hopkins, Mayor E. Holder

**ALSO PRESENT:** L. Livingstone, A.L. Barbon, M. Butlin, B. Card, A. Circelli, I. Collins, S. Datars Bere, K. Dawtrey, A. Hagan, J. Logan, K. Murray, D. O'Brien, B. O'Hagan, C. Saunders, M. Ribera, A. Ripepi, M. Schulthess, K. Shahata, J. Stanford, B. Warner, T. Wellhauser

The meeting was called to order at 12:01 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: J. Helmer

Seconded by: A. Hopkins

That items 2.1, 2.2, 2.4, 2.6 and 2.8 BE APPROVED.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

**Motion Passed (6 to 0)**

#### 2.1 Code of Ethics

Moved by: J. Helmer

Seconded by: A. Hopkins

That on the recommendation of the Acting City Manager / Deputy City Manager and Director of People Services, the proposed by-law appended to the staff report dated February 18, 2020 as Appendix "A" BE INTRODUCED at Municipal Council Meeting to be held on March 2, 2020 to adopt a new Council Policy entitled "Code of Ethics".

**Motion Passed**

#### 2.2 Court Security and Prisoner Transportation Program Transfer Payment Agreement

Moved by: J. Helmer

Seconded by: A. Hopkins

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated February 18, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on March 2, 2020 to approve the Ontario Transfer Payment Agreement for the Court Security and Prisoner Transportation Program ("Schedule 1" to the staff report) between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario; and to authorize the Mayor and Clerk to execute the Agreement.

**Motion Passed**

2.4 2019 Annual Update on Budweiser Gardens

Moved by: J. Helmer  
Seconded by: A. Hopkins

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the 2019 Annual Report on Budweiser Gardens attached to the staff report dated February 18, 2020 as 'Appendix B' BE RECEIVED for information.

**Motion Passed**

2.6 Corporate Asset Management System Contract Amendment - Assetic Canada Holdings Inc.

Moved by: J. Helmer  
Seconded by: A. Hopkins

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the advice of the Manager III, Corporate Asset Management, the following actions be taken with respect to the Corporate Asset Management (CAM) Software System:

a) the proposed by-law appended to the staff report dated February 18, 2020 as Appendix "A" being "A by-law to approve the Amending Agreement between The Corporation of the City of London and Assetic Canada Holdings Inc. to provide for ongoing license and support fees for the Corporate Asset Management Computer System" BE INTRODUCED at the Municipal Council Meeting to be held on March 2, 2020; it being noted that the Amending Agreement will provide for license and support fees for the Corporate Asset Management Computer System at the same original Request for Proposal (RFP) bid price, \$113,500, HST per year, for an additional three years (2020, 2021 & 2022) in accordance with section 20.3 (e), Contract Amendment, of the Procurement of Goods and Services Policy; and,

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the Agreement noted in a) above.

**Motion Passed**

2.8 4th Report of the City Manager Search Committee

Moved by: J. Helmer  
Seconded by: A. Hopkins

That the 4th Report of the City Manager Search Committee, from its meeting held on February 5, 2020 BE RECEIVED for information.

**Motion Passed**

2.3 Single Source 20-06 Ontario Works Royal Bank of Canada Right Pay Reloadable Payment Card Program Agreement

Moved by: M. van Holst  
Seconded by: J. Helmer

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to Royal Bank of Canada Right Pay™ Reloadable Payment Card Services for Ontario Works Clients:

- a) approval hereby BE GIVEN to enter into a Single Source contract, Reloadable Payment Card Agency Services for Ontario Works Clients, with the Royal Bank of Canada (RBC), effective up to September 9, 2024;
- b) the proposed by-law appended to the staff report dated February 18, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020 to:
  - i. approve any contract or other documents, if required, in a form or forms required by RBC and The Corporation of the City of London for RBC Right Pay Reloadable Payment Card Services for Ontario Works Clients; and
  - ii. authorize the Mayor and City Clerk to execute any contract in a) above or other documents, if required, in a form or forms acceptable to the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer to give effect to these recommendations;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project, and
- d) the approval hereby given BE CONDITIONAL on the Corporation of The City of London entering into a formal contract with RBC, or having purchase orders issued relating to the subject matter of this approval.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

**Motion Passed (6 to 0)**

## 2.5 Future Tax Policy - Possible Directions

Moved by: J. Morgan  
Seconded by: A. Hopkins

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated February 18, 2020 regarding the Future Tax Policy - Possible Directions BE RECEIVED for information.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

**Motion Passed (6 to 0)**

## 2.7 Old Victoria Hospital Lands Phase II - Lands Disposition

Moved by: J. Morgan  
Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, and the Director, Planning and City Planner, with the concurrence of the Manager, City Building and Design, on the advice of the Manager, Realty Services, with respect to the Old Victoria Hospital lands, the following actions be taken:

- a) the City-owned lands, shown on Appendix "A" as appended to the staff report dated February 18, 2020, BE DECLARED surplus;

b) the City-owned lands (“Surplus Lands”) BE DISPOSED OF in compliance with the City’s Sale and Other Disposition of Land Policy via a tender process;

c) the Civic Administration BE DIRECTED to undertake a tender process for the “Surplus Lands” for the purposes of redevelopment and the adaptive reuse of the Health Services Building and the 1922 portion of the War Memorial Children’s Hospital; and,

d) the Civic Administration BE DIRECTED to undertake a City initiated Zoning By-law amendment consistent with the policies of the Old Victoria Lands Secondary Plan for the lands shown on Appendix “A” as appended to the staff report dated February 18, 2020.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

**Motion Passed (6 to 0)**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Voluntary Climate Change Contributions

Moved by: M. van Holst

Seconded by: J. Morgan

That the Civic Administration BE REQUESTED to investigate the possibility of generating revenue from a program that allows concerned individuals to voluntarily purchase carbon offsets, crowdfund green initiatives and sponsor climate change projects; it being noted that the Corporate Services Committee received a communication, dated February 9, 2020, from Councillor M. van Holst, with respect to the foregoing matters.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

**Motion Passed (6 to 0)**

**6. Confidential (Enclosed for Members only.)**

Moved by: M. van Holst

Seconded by: E. Holder

That the Corporate Services Committee convene, In Closed Session, for the purpose of considering the following:

6.1. Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

6.2. Personal Matters/Identifiable Individuals

A matter pertaining to personal matters about identifiable individuals, including municipal or local board employees.

6.3. (ADDED) Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the

municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

**Motion Passed (6 to 0)**

The Corporate Services Committee convened, In Closed Session, from 1:39 PM to 2:42 PM.

**7. Adjournment**

Moved by: J. Helmer

Seconded by: M. van Holst

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 2:43 PM.

# Civic Works Committee

## Report

The 3rd Meeting of the Civic Works Committee  
February 19, 2020  
Council Chambers

**PRESENT:** Councillors S. Lehman (Chair), M. Cassidy, P. Van Meerbergen, E. Pelozza, Mayor E. Holder

**ABSENT:** S. Lewis

**ALSO PRESENT:** Councillors P. Squire and M. van Holst; S. Maguire, S. Mathers, M. Ribera, A. Rozentals, C. Saunders, K. Scherr, M. Schulthess, J. Stanford, and D. Turner

The meeting was called to order at 12:02 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: M. Cassidy  
Seconded by: E. Pelozza

That items 2.1 to 2.4 BE APPROVED.

Yeas: (5): S. Lehman, M. Cassidy, P. Van Meerbergen, E. Pelozza, and E. Holder

Absent: (1): S. Lewis

### Motion Passed (5 to 0)

#### 2.1 Transportation Management Centre Fibre Optic Cable - Single Source

Moved by: M. Cassidy  
Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Transportation Management Centre Fibre Optic Cable project:

- a) approval BE GIVEN to enter into a contract with Lorrion Technologies in the amount of \$96,653.48 (excluding H.S.T.) to install a Fibre Optic Duct on the Boler Road Bridge in accordance with the 'Procurement of Goods and Services Policy' Section 14.4 Single Source, Clauses e) and l) and Section 14.5 Clause b);
- b) the financing for this project BE APPROVED in accordance with the "Sources of Financing Report" as appended to the staff report dated February 19, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract;
- d) approval hereby given BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms and conditions with Lorrion Technologies to the satisfaction of the Managing Director, Environmental and Engineering Services and City Engineer or designate; and,

e) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval. (2020-T08)

**Motion Passed**

2.2 2019 Drinking Water Annual Report and Summary Report for the City of London Distribution System

Moved by: M. Cassidy  
Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the 2019 Drinking Water Annual Report and Summary Report for the City of London Distribution System BE RECEIVED for information. (2020-E13)

**Motion Passed**

2.3 2019 External Audit of London's Drinking Water Quality Management System and 2019 Management Review

Moved by: M. Cassidy  
Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following report on the 2019 External Audit of London's Drinking Water Quality Management System, and the subsequent 2019 Management Review meeting, BE RECEIVED for information. (2020-E13)

**Motion Passed**

2.4 Sole Source Award Acoustic Fiber Optic Monitoring Contract

Moved by: M. Cassidy  
Seconded by: E. Pelozza

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

- a) the contract value for Pure Technologies Ltd., 3rd Floor, 705-11 Avenue SW, Calgary, Alberta, T2R 0E3, BE APPROVED, in accordance with section 14.3 c) of the Corporation of the City of London's Procurement of Goods and Services Policy, in the total amount of \$632,441.66 (excluding HST) for a four year period (2020-2023) to continuously monitor 15.86 km of the City's most critical watermains;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 User-Pay Christmas Tree Pick Up - Councillor M. van Holst

Moved by: P. Van Meerbergen

Seconded by: E. Pelozza

That the Civic Administration BE DIRECTED to investigate the possibility of collecting Christmas trees in January on a user-pay basis with a report back at a future meeting of the Civic Works Committee. (2020-E07)

Yeas: (2): S. Lehman, and P. Van Meerbergen

Nays: (3): M. Cassidy, E. Pelozza, and E. Holder

Absent: (1): S. Lewis

**Motion Failed (2 to 3)**

4.2 Deleting Curbside Organics Collection - Councillor M. van Holst

Moved by: M. Cassidy

Seconded by: E. Pelozza

That NO ACTION BE TAKEN regarding the proposed recommendation from Councillor M. van Holst, dated February 9, 2020, as appended to the agenda, with respect to curbside organics collection. (2020-E07)

Yeas: (3): S. Lehman, M. Cassidy, and E. Pelozza

Nays: (1): P. Van Meerbergen

Absent: (2): S. Lewis, and E. Holder

**Motion Passed (3 to 1)**

4.3 Removal of Trees on Runnymede Crescent - G. Martin

That, notwithstanding requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, Runnymede Crescent BE EXEMPTED from the intended sidewalk installation and any planned tree removal associated with construction of the sidewalk;

it being noted that the attached presentation from G. Martin, with respect to this issue, was received. (2020-E04)

Voting Record:

Moved by: E. Pelozza

Seconded by: P. Van Meerbergen

Motion to approve the delegation request from G. Martin.

Yeas: (4): S. Lehman, M. Cassidy, P. Van Meerbergen, and E. Pelozza

Absent: (2): S. Lewis, and E. Holder

**Motion Passed (4 to 0)**

Moved by: S. Lehman

Seconded by: P. Van Meerbergen

Motion to approve the above-noted exemption with respect to the removal of trees on Runnymede Crescent.

Yeas: (4): S. Lehman, M. Cassidy, P. Van Meerbergen, and E. Peloza  
Absent: (2): S. Lewis, and E. Holder

**Motion Passed (4 to 0)**

4.4 (ADDED) "Right to Approve" Landfill Developments - R. Cory, Council of Canadians

That the communication as appended to the agenda and verbal presentation from R. Cory BE RECEIVED and that NO ACTION BE TAKEN with respect to the proposed motion submitted by the Council of Canadians, London Chapter.

Voting Record:

Moved by: M. Cassidy  
Seconded by: E. Peloza

Motion to approve the delegation request from R. Cory.

Yeas: (4): S. Lehman, M. Cassidy, P. Van Meerbergen, and E. Peloza  
Absent: (2): S. Lewis, and E. Holder

**Motion Passed (4 to 0)**

Moved by: P. Van Meerbergen  
Seconded by: S. Lehman

Motion to receive the verbal presentation from R. Cory and to take no action with respect to the proposed motion submitted by the Council of Canadians, London Chapter.

Yeas: (4): S. Lehman, M. Cassidy, P. Van Meerbergen, and E. Peloza  
Absent: (2): S. Lewis, and E. Holder

**Motion Passed (4 to 0)**

**5. Deferred Matters/Additional Business**

5.1 Transportation Advisory Committee 2020 Work Plan - Feedback

Moved by: M. Cassidy  
Seconded by: S. Lehman

That the Transportation Advisory Committee (TAC) BE ADVISED that the Civic Works Committee and the Civic Administration concur with the TAC-identified priority items on its 2020 work plan.

Yeas: (4): S. Lehman, M. Cassidy, P. Van Meerbergen, and E. Peloza  
Absent: (2): S. Lewis, and E. Holder

**Motion Passed (4 to 0)**

5.2 Cycling Advisory Committee 2020 Work Plan - Feedback

Moved by: M. Cassidy  
Seconded by: E. Pelozo

That the revised Cycling Advisory Committee work plan, as appended to the agenda, BE FORWARDED to Council for final consideration and approval.

Yeas: (4): S. Lehman, M. Cassidy, P. Van Meerbergen, and E. Pelozo  
Absent: (2): S. Lewis, and E. Holder

**Motion Passed (4 to 0)**

5.3 (ADDED) 3rd Report of the Cycling Advisory Committee

Moved by: M. Cassidy  
Seconded by: E. Pelozo

That the 3rd report of the Cycling Advisory Committee, from its special meeting held on February 12, BE RECEIVED.

Yeas: (4): S. Lehman, M. Cassidy, P. Van Meerbergen, and E. Pelozo  
Absent: (2): S. Lewis, and E. Holder

**Motion Passed (4 to 0)**

5.4 (ADDED) Deferred Matters List

Moved by: P. Van Meerbergen  
Seconded by: E. Pelozo

That the Deferred Matters List as at February 18, 2020, BE RECEIVED.

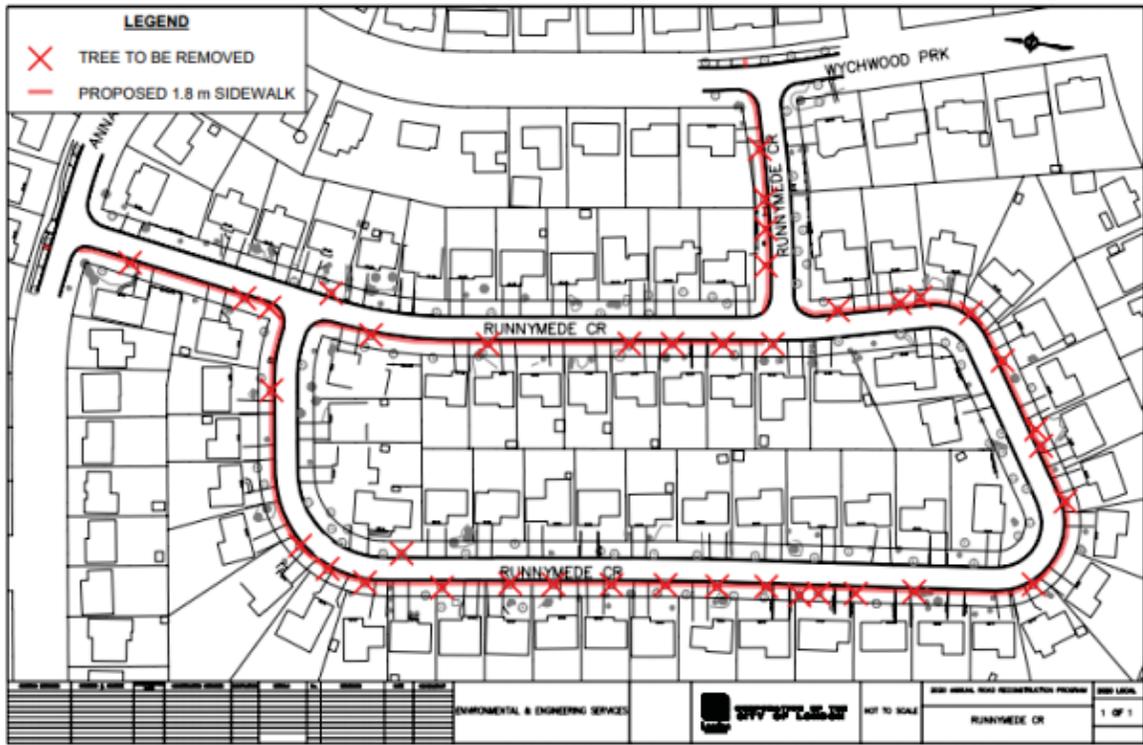
Yeas: (4): S. Lehman, M. Cassidy, P. Van Meerbergen, and E. Pelozo  
Absent: (2): S. Lewis, and E. Holder

**Motion Passed (4 to 0)**

**6. Adjournment**

The meeting adjourned at 2:01 PM.

# Item 4.3



- ***“Traffic on this street is extremely low and generally limited to its residents and their own personal visitors. We have been known to play many a game of basketball and street hockey for 2 or more hours and be interrupted no more than 2-3 times to make room for a passing car during that entire time. Our children can safely play together Outside of our homes.” – Runnymede Resident***

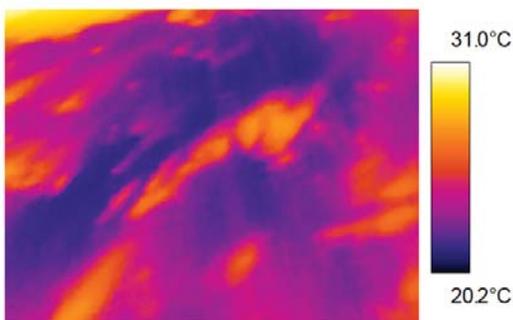
## Item 4.3

### The Benefits of Urban Trees

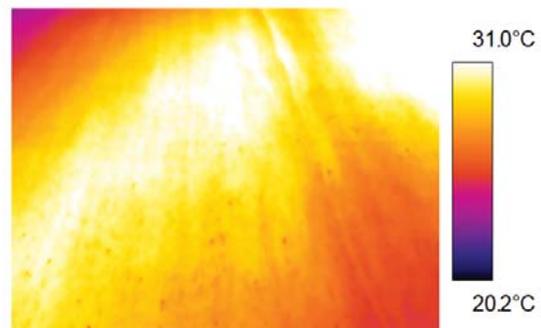
1. Cooling city streets
  - Reducing deaths and ill health from heat and reducing energy costs
2. Filtering up to a third of fine particles within 300 yards from the tree
3. Managing stormwater and reducing urban flooding
4. Protect biodiversity
  - Provide habitat for birds and pollinators
5. Increasing physical activity
  - Through increased walking and cycling

Source: The Nature Conservancy

### Road Surface Temperatures (NE London)



With vegetation shading



Sunlit

*"Our beautiful trees **provide shade in the summer for a quiet walk and for shaded play.** We are so happy to have them taking care of the air pollution from nearby heavy traffic areas." - Runnymede Resident*

## Item 4.3



"I walk my dog around the Runnymede crescent a couple of times per week because I love the tree canopy that exists on that street. Since it is a crescent, the only people on the street are the people who actually live there. It is very quiet and peaceful." - Wychwood Park Resident



# Planning and Environment Committee

## Report

The 5th Meeting of the Planning and Environment Committee  
February 18, 2020

**PRESENT:** Councillor M. Cassidy (Chair), J. Helmer, A. Hopkins, S. Turner, A. Kayabaga

**ABSENT:** Mayor E. Holder

**ALSO PRESENT:** J. Adema, G. Bailey, G. Dales, B. Debbert, M. Feldberg, K. Gonyou, P. Kokkoros, G. Kotsifas, H. Lysynski, H. McNeely, B. O'Hagan, M. Pease, L. Pompilii, M. Ribera, C. Saunders, M. Tomazincic and P. Yeoman

The meeting was called to order at 4:02 PM

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Turner

Seconded by: A. Hopkins

That Items 2.1 to 2.3, inclusive, BE APPROVED.

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga

Absent: (1): E. Holder

### Motion Passed (5 to 0)

#### 2.1 Limiting Distance (No Build) Agreement between The Corporation of the City of London and MJ London Properties Inc. (515 Burbrook Place)

Moved by: S. Turner

Seconded by: A. Hopkins

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to a limiting distance (no-build) agreement between The Corporation of the City of London and MJ London Properties Inc., for the property located at 515 Burbrook Place:

a) the proposed limiting distance agreement appended to the staff report dated February 18, 2020 for the property at 515 Burbrook Place between The Corporation of the City of London and MJ London Properties Inc. BE APPROVED; and,

b) the proposed by-law appended to the staff report dated February 18, 2020 BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020 to approve the limiting distance agreement between The Corporation of the City of London and MJ London Properties Inc., for the property located at 515 Burbrook Place, and to delegate authority to the Managing Director, Environmental and Engineering Services and City

Engineer to execute the agreement on behalf of The Corporation of the City of London as the adjacent property owner. (2020-D04)

**Motion Passed**

- 2.2 Application - Removal of Holding Provision (h-53) - 435 Callaway Road (Formerly 365 Callaway Road) (H-9138)

Moved by: S. Turner  
Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Wastell Homes, relating to the property located at 435 Callaway Road (formerly 365 Callaway Road), the proposed by-law appended to the staff report dated February 18, 2020 BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/R6 Special Provision (h-53/R5-3(19)/R6-5(53)) Zone TO a Residential R5/R6 Special Provision (R5-3(19)/R6-5(53)) Zone to remove the (h-53) holding provision. (2020-D09)

**Motion Passed**

- 2.3 Community Improvement Plan Loan Deferral in Downtown and Old East Village due to Road Construction

Moved by: S. Turner  
Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and City Planner, the following actions be taken with respect to updating the guidelines for financial incentive programs permitted through the Downtown and Old East Village Community Improvement Plans to allow for the deferral of loan repayments during road construction:

- a) the proposed by-law amendment appended to the staff report dated February 18, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020 to amend By-law C.P.-1467-175, as amended, being "A by-law to establish financial incentives for the Downtown Community Improvement Project Areas", to delete the existing Schedule 1 and replace with the new Schedule 1; and,
- b) the proposed by-law amendment appended to the staff report dated February 18, 2020 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020 to amend By-law C.P.-1468-176, as amended, being "A by-law to establish financial incentives for the Old East Village Community Improvement Project Area", to delete the existing Schedule 1 and replace with the new Schedule 1. (2020-D19)

**Motion Passed**

### **3. Scheduled Items**

- 3.1 Request for Council Resolution, under section 45(1.4) of the Planning Act, 1990 - 1331 Hyde Park Road

Moved by: J. Helmer  
Seconded by: S. Turner

That, the following actions be taken with respect to the property located at 1331 Hyde Park Road:

a) on the recommendation of the City Clerk, the report dated February 18, 2020 and entitled "Request for Council Resolution, under section 45(1.4) of the *Planning Act, 1990* – 1331 Hyde Park Road" BE RECEIVED for information; and,

b) the Managing Director, Development Services and Compliance and Chief Building Official BE AUTHORIZED to accept a Minor Variance application by L. Kirkness, Kirkness Consulting, for the property located at 1331 Hyde Park Road;

it being noted that the Planning and Environment Committee heard a verbal delegation from L. Kirkness, Kirkness Consulting, with respect to this matter. (2020-D09)

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Turner

Seconded by: A. Kayabaga

Motion to grant delegation status to Mr. L. Kirkness, Kirkness Consulting.

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.2 Application - 1600/1622 Hyde Park Road and 1069 Gainsborough Road (Z-9067)

Moved by: J. Helmer

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Hyde Park Investments Inc., relating to the property located at 1600/1622 Hyde Park Road and 1069 Gainsborough Road:

a) the proposed by-law appended to the staff report dated February 18, 2020 BE INTRODUCED at the Municipal Council meeting to be held on March 2, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Business District Commercial (BDC) Zone TO a Holding Business District Commercial Special Provision (h-18\*BDC(\_)) Zone;

b) the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

i) providing for 7 storey massing along Hyde Park Road that includes a step-back above the second storey and 8 storey massing along Gainsborough Road;

ii) providing for appropriate rhythm, materials and fenestration;

iii) providing ground floor commercial space with transparent glazing and principal entrances close to and facing Hyde Park Road;

iv) providing ground floor residential units with individual entrances and patio spaces close to and facing Gainsborough Road that can be converted to commercial /retail spaces if there is a demand in the future; and,

v) parking lot layout including accommodation of appropriate driveway alignments across North Routledge Park for future development applications;

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

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

- the recommended amendment to Zoning By-law Z.-1 is consistent with the 2014 Provincial Policy Statement (PPS) which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents present and future;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan including, but not limited to the Policies for the Main Street Commercial Corridor designation;
- the recommended amendment conforms to the in-force policies of The London Plan; and,
- the subject lands represent an appropriate location for mixed-use residential intensification, at the main intersection of the Hyde Park Village Core and the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood. (2020-D09)

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: A. Hopkins  
Seconded by: A. Kayabaga

Motion to open the public participation meeting.

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Turner  
Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### 3.3 (ADDED) 3rd Report of the London Advisory Committee on Heritage

Moved by: J. Helmer

Seconded by: A. Kayabaga

That, the following actions be taken with respect to the 3rd Report of the London Advisory Committee on Heritage, from its meeting held on February 12, 2020:

a) the Civic Administration BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the proposed Property Standards Amendment with respect to Vacant Heritage Buildings with the caveat that references to "vacant heritage building" be changed to "vacant Heritage Designated Properties"; it being noted that the LACH is interested in obtaining a list of current vacant Heritage Listed Properties; it being further noted that the presentation appended to the 3rd Report of the London Advisory Committee on Heritage, from O. Katolyk, Chief Municipal Law Enforcement Officer, with respect to this matter, was received;

b) the following actions be taken with respect to the application, under Section 42 of the *Ontario Heritage Act*, seeking retroactive approval for alterations to the property located at 938 Lorne Avenue, within the Old East Heritage Conservation District:

i) the retroactive approval for the porch alterations and the approval for the proposed porch alterations at 938 Lorne Avenue, within the Old East Heritage Conservation District, BE PERMITTED with terms and conditions:

- all exposed wood be painted; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

ii) the retroactive approval for the roofing material change at 938 Lorne Avenue, within the Old East Heritage Conservation District, BE PERMITTED;

it being noted that the presentation appended to the 3rd Report of the London Advisory Committee on Heritage, from M. Greguol, Heritage Planner, with respect to this matter, was received;

c) on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 33 of the *Ontario Heritage Act* seeking retroactive approval for alterations to roof of the property located at 1058 Richmond Street, By-law No. L.S.P.-3155-243, BE REFUSED; it being noted that the presentation appended to the 3rd Report of the London Advisory Committee on Heritage, from K. Gonyou, Heritage Planner, with respect to this matter, was received;

d) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking approval to remove the existing wooden windows and replace with vinyl windows on the property located at 40 and 42 Askin Street, By-law No. L.S.P.-2740-36 and Wortley Village-Old South Heritage Conservation District, BE REFUSED; it being noted that the presentation appended to the 3rd Report of the London Advisory Committee on Heritage, from K. Gonyou, Heritage Planner and the verbal delegation from P. Scott, with respect to this matter, were received;

e) up to \$100.00 from the 2020 London Advisory Committee on Heritage (LACH) BE APPROVED for LACH members to attend the 13th Annual London Heritage Awards Gala on March 5, 2020; it being noted that the information flyer, as appended to the agenda, with respect to this matter, was received;

f) C. Lowery, Planner II, BE ADVISED that the London Advisory Committee on Heritage (LACH) is not satisfied with the research, assessment and conclusions of the Heritage Impact Assessment (HIA) associated with the proposed development at 435, 441 and 451 Ridout Street North as the HIA has not adequately addressed the following impacts to the adjacent and on-site heritage resources and attributes:

- the HIA is adequate as far as history of the subject lands is concerned, however, insufficient consideration has been given to the importance of the subject lands and adjacent properties to the earliest beginnings of European settlement of London;
- the HIA gives inconsiderate consideration to the importance of the on-site buildings being representatives of remaining Georgian architecture;
- the HIA gives insufficient consideration given to London's Downtown Heritage Conservation District Guidelines (DHCD) and further efforts should be made in reviewing the proposal with the Eldon House Board;
- the HIA gives insufficient consideration given to the impacts on surrounding neighbouring heritage resources (Forks of the Thames, Eldon House, Old Courthouse and Gaol); it being noted that the Historic Sites and Monuments Board of Canada (HSMBC) refers to impacts of the viewscape of the complex as a whole (which is highly visible from a distance) and the DHCD Guidelines state that the historic context, architecture, streets, landscapes and other physical and visual features are of great importance; it being further noted that the DHCD ranks the site as 'A' and 'H' which require the most stringent protection and new construction should 'respect history' and 'character-defining elements' should be conserved and it should be 'physically and visually compatible';
- the HIA gives insufficient consideration to views and vistas associated with proximity between the new building and the existing on-site buildings (no separation); it being noted that the 'heritage attributes' of the Ridout Street complex include its view and position and the HIA gives insufficient consideration to the visual barrier to and from the Thames River and Harris Park; it being further noted that views, vistas, viewscapes and viewsheds are recognized as important heritage considerations in the statements of the DHCD and HSMBC documents and the designating by-law;
- the HIA gives insufficient consideration to impacts of the proposed building height on both the on-site and adjacent heritage resources; it being noted that the proposed 40 storey height minimizes the historical importance of these buildings; it being further noted that the shadow study does not adequately address the effect on Eldon House, including its landscaped area, given that the development is directly to the south;
- the HIA gives insufficient consideration to the potential construction impacts to on-site and adjacent heritage resources; it being noted that, given the national importance of the subject lands, it is recommended that Building Condition Reports and Vibration Studies be undertaken early in the process to determine the feasibility of the development;
- the HIA gives insufficient consideration to the transition/connection between the tower and the on-site and adjacent heritage resources; it being noted that the LACH is concerned that the design of the 'base, middle and top' portions of the tower fail to break up the development proposal and have little impact on its incongruity;
- the LACH is of the opinion that the use of white horizontal stripes on the tower structure does not mitigate the height impacts and the

'curves' detract from the heritage characteristics of the on-site and adjacent heritage resources, also, the proposed building materials, with the exception of the buff brick, do not adequately emphasize differentiations with the on-site heritage resources (notably the extensive use of glass); and,

- the HIA gives insufficient consideration to how the existing on-site heritage buildings will be reused, restored and integrated as part of the development proposal;

it being noted that the Working Group Report appended to the 3rd Report of the London Advisory Committee on Heritage, with respect to the tower proposal at 435, 441 and 451 Ridout Street is included to provide further information; and,

- g) clauses 1.1, 2.5, 3.1 to 3.6, inclusive, 4.1, 5.1 and 5.2 BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation from M. Whalley, London Advisory Committee on Heritage, with respect to the above-noted matters.

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### **4. Items for Direction**

##### **4.1 3rd Report of the Advisory Committee on the Environment**

Moved by: S. Turner

Seconded by: A. Hopkins

That, the following actions be taken with respect to the 3rd Report of the Advisory Committee on the Environment, from its meeting held on February 5, 2020:

- a) the Energy Sub-Committee Report appended to the 3rd Report of the Advisory Committee on the Environment BE FORWARDED to the Cycling Advisory Committee for consideration;
- b) the attached Advisory Committee on the Environment 2020 Work Plan BE APPROVED;
- c) clause 5.6 BE REFERRED to the Advisory Committee review being undertaken; it being noted that clause 5.6 reads as follows:  
  
"the City Clerk BE REQUESTED to change the non-voting membership positions for the Institute of Catastrophic Research (Western University) and the Biodrome (Western University) and to replace them with non-voting positions for a faculty or graduate student in a relative discipline, such as environmental studies, sustainability or geography; it being noted that the Advisory Committee on the Environment (ACE) found that the existing positions were not able to participate and, therefore, the ACE would like to widen the field of possible candidates in order to be able to benefit from university expertise";
- d) the request for delegation from L. Brown, Chair, Blue Community London, as appended to the agenda, with respect to the Blue Community Project, BE APPROVED for the March 4, 2020 Advisory Committee on the Environment meeting; it being noted that the delegate will be given 15 minutes to speak;

e) the request for delegation from B. Vogel, Western University, dated January 28, 2020, with respect to the Climate Change Emergency Plan, BE APPROVED for the April 1, 2020 Advisory Committee on the Environment meeting; it being noted that the delegates will be given 15 minutes to speak;

f) clauses 1.1, 2.1, 3.1 to 3.3, inclusive, 4.2, 5.1 to 5.4, inclusive, and 5.9 BE RECEIVED for information.

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Turner

Seconded by: A. Hopkins

Motion to refer clause d) to the Advisory Committee review being undertaken; it being noted that clause 5.6 reads as follows:

"the City Clerk BE REQUESTED to change the non-voting membership positions for the Institute of Catastrophic Research (Western University) and the Biodrome (Western University) and to replace them with non-voting positions for a faculty or graduate student in a relative discipline, such as environmental studies, sustainability or geography; it being noted that the Advisory Committee on the Environment (ACE) found that the existing positions were not able to participate and, therefore, the ACE would like to widen the field of possible candidates in order to be able to benefit from university expertise;"

Yeas: (5): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

The meeting adjourned at 5:08 PM.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.2 PUBLIC PARTICIPATION MEETING – 1600/1622 Hyde Park Road and 1069 Gainsborough Road (Z-9067)

- Councillor Turner: If I might, through you, just a really quick question with respect to the difference between bonusing and a special policy area, a special provision within the BDC. Just to clarify, the BDC Zone itself doesn't allow for that density but the Main Street Commercial Corridor policies in the 89 Official Plan allow for the density of 150 units so we need to be able to create a special provision within the BDC zoning to allow for that density but the general Main Street Commercial policies allow for it as of right so we don't get into the area of bonusing, it seems.
- Barb Debbert, Senior Planner: Is it sufficient to confirm that you have correctly assessed the situation?
- Councillor Turner: I think that's fair enough, it is confusing on that front but I can appreciate the nuance to it so really, in this case, no bonusing required because as of right it is allowed but the zoning needs the special provision in order to allow for that density so the OP allows for it but the zone itself doesn't.
- Barb Debbert, Senior Planner: Just if I can, you are correct, if I can just expand on that briefly, the way the Zoning By-law is set up its not set up to pre-establish the heights and densities for the residential component of a mixed use development. They are intended to be reviewed on a site specific basis so that is what was done with this application and at the end of the day we concluded that eight storeys and 150 units per hectare was appropriate for this location.
- Councillor Turner: If I might, just one second question, recognizing the setback and the step back on Hyde Park as it is a Main Street Commercial Corridor, but the lower order of road at Gainsborough ends up just basically seeing a vertical wall on it, was there any consideration for step back from the façade on Gainsborough?
- Barb Debbert, Senior Planner: They are actually both arterial roads but in terms of the importance from a design perspective, Hyde Park Road is considered to be more important. We did talk to the applicant about extending the commercial component along the frontage of Gainsborough Road but there really didn't seem to be a market right now for that commercial frontage to extend so a design compromise that was made was to allow residential to the main floor. If you look at the, I don't know if you have got it on your screens, the main floor is differentiated along Gainsborough but not to the same extent as along the Hyde Park frontage.
- Councillor Turner: Thank you, I recognized in the report it talked about how those could be later converted to commercial if the need arose and that is why they were designed in that way. It was more just the kind of the blunt façade rather than the setback at the higher levels but I can appreciate that. Thank you.
- Councillor Cassidy: Councillor Hopkins.
- Councillor Hopkins: Thank you and through you Madam Chair, just a question around the parking, and in particular the retail parking, if you could just expand on the parking spaces and the, is there sufficient parking for retail or?
- Barb Debbert, Senior Planner: Yes, we believe based on our analysis that there is sufficient parking there. There are benefits to mixed use development in that the time of day demand for parking is different because you have people who are living in the units needing most of the parking in the evening hours, people working in the commercial components typically, you know, some will operate in the evening but a lot

of them will operate only during daytime hours so there are benefits to be achieved from the sharing of those parking spaces and as a base rate of one space per twenty square metres is fairly standard for an across the board rate for a commercial use.

- Councillor Cassidy: Any other technical questions? No. Thank you Ms. Debbert. Is the applicant here? Would you like to comment?
- Ben McCauley, Zelinka Priamo Limited: We have no further comments at this time but I am here to answer any questions you may have.
- Councillor Cassidy: Thank you. Ok. Are there any members of the public who would like to speak? You can state your name and you have five minutes.
- Robert Hewitt: I live in the area for my whole life. I really want to speak in favour of the development. I think it is a very positive thing for the Hyde Park community to have that development on that corner. That corner has been a bit of an eye sore for years and years, undeveloped, basically, used as a parking lot but now you are going to have a really good use there. Something that is going to add a lot of value to everyone in the area so I really want to emphasize support of that but what I am questioning is more due to the special provision aspect of this so I would just like some clarification as to what is actually being granted here, so the various aspects of the special provision that were displayed up there, residences on the main floor, the restaurant that, the size of parking, whatever, the height, the bonusing or I guess not bonusing but the amount of units that are allowed and all of the stuff. The special provision, actually, is it designed to actually override anything in the Zoning By-law that would be contrary to what is being granted here today? *(Councillor Cassidy: So the way that we do the public participation meetings is that you get all your questions out and then if there are any other questions from the public we, we keep track of them and then at the end staff answer all of the questions at one time.)*; Ok, I will keep going then; *(Councillor Cassidy: Go ahead.)*; Ok, so that is one aspect of it, and to speak to the integrity of the special provisions being granted, could it later somehow be interpreted, so the way it is being presented and the use that it is being granted for here today, could it somehow be interpreted later down the road, as the development changes, in a different way than what is actually being granted here? Could staff actually interpret it a way different than what is actually worded here? So if you look at where you go to Purpose and Effect here, does the purpose and effect clarify what is being granted here today or could it ever be interpreted in a way that the purpose and effect makes no sense? Or, you know what I am saying, it is really to the integrity of when something is granted in this way, is it really like a zoning right that cannot be changed after it is granted by Council? Would the special provision be granted in a way that, worded in a way or interpreted in a way that would make it impossible, so could it be granted for a height that is impossible or some sort of building aspect that is impossible when the special provisions being granted, it is assumed I would understand that that means that the City's in agreement with what's actually in the special provision. Meaning you would never grant a special provision for something that later on you would never allow. Those are my questions. Thank you.
- Councillor Cassidy: Thanks very much. Are there any other members of the public who would like to speak to this application?
- Jim Strong: I live and work in the area as well; *(Councillor Cassidy: Can you speak a little closer to the mic?)*; Ok, is that better? Alright, my name is Jim Strong, I live and work in the area, quite close actually and I just thought I would drop by and my comments just in that anyone I have talked to in the neighbourhood we are looking forward to it. We realize it is going to be some inconveniences over dust and noise and that sort of thing but the net benefit, I think, to the area is much greater and really looking forward to it being completed. Thank you.

- Councillor Cassidy: Wonderful. Thank you very much. Any other comments from the public on this particular application?

## ADVISORY COMMITTEE ON THE ENVIRONMENT - 2020 WORK PLAN

*(Updated February 5, 2020 – The status column reflects the actions of the renewed committee, established in Sept. 2019) ACE looks forward to reaching its full complement of members in March/April 2020.*

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><b><u>Waste</u></b></p> <p><b>Managing organic waste</b></p> <p>1. Review &amp; prioritize leading edge waste management systems that focus on waste as a resource technology (biogas, anaerobic digester, landfill gas recovery – e.g. Edmonton Waste Management Centre of Excellence)</p> <p>2. Follow the progress of City regarding development of a Resource Recovery Centre for London (invite staff members speak to ACE)</p> <p>3. Continue research into organic waste diversion and bring successful models to attention of the City</p> <p><b>Resource Recovery</b></p> <p>4. Monitor &amp; review on-going resource recovery initiatives with a particular focus on diversion of textiles, plastics and small appliances.</p> <p><b>Landfill Expansion</b></p> <p>5. Monitor &amp; review landfill expansion, including plan to get to 60% diversion.</p>	Waste sub-committee	On-going	\$0		<p>Building a Sustainable City</p> <ul style="list-style-type: none"> <li>-Robust Infrastructure</li> <li>-Increase resource recovery/ long-term disposal capacity/ reducing community impacts</li> </ul> <p>Building a Sustainable City</p> <ul style="list-style-type: none"> <li>-Strong and Healthy Environment</li> <li>-Support resident/community driven initiatives</li> </ul> <p>Growing Our Economy</p> <ul style="list-style-type: none"> <li>-Local, Regional and Global Innovation</li> <li>-Lead development of new ways to resource/energy recovery</li> </ul>	Detailed review of Additional Investment Business Case #1 – 60% Waste Diversion Action Plan –ratified at Feb 5 ACE meeting. The review will form part of the ACE feedback on the 2020-2023 multi-year budget.
<p><b><u>Sustainability</u></b></p> <p>6. Support actions in regards to sustainability &amp; resiliency.</p> <p>6 a) Plan to establish a resiliency sub-committee when ACE achieves a full complement of members (four seats to be filled in the coming months).</p>	ACE	Ongoing in 2020	\$0		<p>Building a Sustainable City</p> <ul style="list-style-type: none"> <li>-Strong and Healthy Environment</li> </ul>	<p>Submitted to PEC a climate action and renewable energy recommendation pertaining to the City-wide Urban Design Guidelines (Dec. 2019).</p> <p>Participation in start-up Bird-Friendly Development Working Group – D. Szoller (ongoing)</p> <p>Participation in the development of the EEPAC Environmental Management Guidelines – D. Szoller (ongoing)</p>

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
6 b) Act as a resource group to London citizens and organizations engaged in sustainability initiatives.						London Chapter of the Council of Canadians has requested delegation status at March/2020 ACE meeting regarding the Blue Community Project. City staff will be invited in order to provide update on City actions.
<p><b><u>Community Education</u></b></p> <p>7. Support community events to increase awareness of environmental issues and that help to mobilize citizens to consider their carbon footprint.</p>	ACE	Ongoing in 2020	Up to \$750		<p>Strengthening Our Community</p> <p>Building a Sustainable City</p>	<p>ACE sits on planning committee for London's Premier Zero Waste Festival &amp; Conference, June 13, 2020 - R. Sirois (ongoing)</p> <p>Participation in various events such as Go Wild Grow Wild Green Expo, April 18, 2020 (TBD)</p> <p>Set-aside of funds (see proposed budget) to collaborate with community ENGOs on events that advance city commitments related to environmental resilience, sustainability and the city climate change action plan.</p> <p>Reprinted <i>Pollinator Friendly Gardens</i> brochure for use at public events. (\$350 – 2019 budget)</p> <p>Supported Green in the City lecture series, Fall 2019 (\$500 – 2019 budget)</p>
<p><b><u>Corporate Energy Management Program</u></b></p> <p>8. Provide feedback on Corporate Energy Management Program as part of the City's annual review.</p>	Energy sub-committee	2020	\$0		<p>Building a Sustainable City</p> <p>-Robust Infrastructure</p> <p>-Strong &amp; healthy environment</p>	
<p><b><u>Climate Emergency Action Plan</u></b></p> <p>9. Monitor and provide input to the development of the new London Climate Emergency Action Plan.</p> <p>9 a) Act as a resource group to London citizens and organizations engaged in climate change</p>	<p>Energy Sub-Committee and</p> <p>ACE</p>	2020	\$0		<p>Building a Sustainable City</p> <p>-Robust Infrastructure</p> <p>-Strong &amp; healthy environment</p>	<p>In the context of reducing greenhouse gas emissions through active transportation, reviewed the Cycle Advisory Committee's Input to Cycling Master Plan – submitted comments and recommendations to PEC (February 2020)</p> <p>Delegation from graduate students in the Centre for Environment and Sustainability, UWO – April 2020 meeting. Will learn their research findings related to climate change mitigation and adaptation. City Staff invited.</p>

Project / Initiative & Background	Lead/ Responsible	Proposed Timeline	Proposed Budget	Actual Expenditure	Link to Strategic Plan	Status
<p><b><u>City Budget</u></b></p> <p>10. Review and provide feedback on 2020-2023 multi-year budget</p>	ACE	February 2020	\$0		Leading in Public Service	Participation at February 13, 2020 Public Participation Meeting
<p><b><u>Committee Member Education &amp; Development</u></b></p> <p>11. Assist ACE members with registration fees for conferences pertaining to ACE mandate</p>		2020	Maximum of \$750		ALL	<p>R. Sirois attended Zero Waste Conference October 2019 – presentation delivered to ACE with City officials in attendance, January 2020. (\$250 ACE subsidy – 2019 budget)</p> <p>D. Szoller attended Trans-Disciplinary Theory, Action and Practice Conference - October 2019 – Presentation to ACE in March 2020 (\$300 ACE subsidy – 2019 budget).</p>

# Strategic Priorities and Policy Committee

## Report

4th Meeting of the Strategic Priorities and Policy Committee - BUDGET - Meeting to be held 9:30 AM - January 30, 2020, January 31, 2020, February 6, 2020, February 7, 2020, February 13 and 14, 2020

PRESENT: 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. Pelozza, A. Kayabaga, S. Hillier

ALSO PRESENT: A. Anderson, B. Baar, A.L. Barbon, G. Barrett, B. Card, S. Chambers, C. Cooper, G. Dales, J. Dann, S. Datars Bere, J. Davies, A. Dunbar, M. Galczynski, O. Katolyk, G. Kotsifas, L. Livingstone, S. Maguire, S. Mathers, P. McKague, J.P. McGonigle, J. Millson, D. Munteer, K. Murray, D. O'Brien, A. Rammeloo, M. Ribera, C. Saunders, K. Scherr, M. Schulthess, C. Smith, S. Spring, S. Stafford, J. Stanford, J. Taylor, B. Westlake-Power, P. Yeoman

The meeting is called to order at 9:34 AM, on January 30, 2020.  
The meeting is called to order at 9:37 AM, on January 31, 2020.  
The meeting is called to order at 9:34 AM, on February 6, 2020.  
The meeting is called to order at 9:46 AM, on February 7, 2020.  
The meeting is called to order at 9:33 AM and 8:25 PM, on February 13, 2020.  
The meeting is called to order at 9:34 AM, on February 14, 2020.

### 1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in matters associated with the funding for the Middlesex London Health Unit (MLHU), by indicating that the MLHU is his employer. Councillor S. Turner further discloses a pecuniary interest in matters associated with children's services, specifically with funding for Childreach, by indicating that his spouse is employed by Childreach.

Councillor P. Van Meerbergen discloses a pecuniary interest in matters associated with childcare, by indicating that his spouse operates a daycare business. Councillor P. Van Meerbergen further discloses a pecuniary interest with respect to any funding associated with Fanshawe College, by indicating that there are two full-time students at the College in his household.

Councillor J. Helmer discloses a pecuniary interest in the golf operating budget, by indicating that his father is an employee of the National Golf Course Owners Association, and the City is a member of the Association.

Mayor E. Holder discloses a pecuniary interest in Item 4.6 Protective Services, specific to the Fire Services, by indicating that his son-in-law is a member of the London Professional Firefighters Association.

Councillor S. Lehman discloses a pecuniary interest in item 4.13 iii), Business Case 7B - Core Area Action Plan, specifically those initiatives within the Business Case that will provide funding to the London Downtown Business Association (LDBA), by indicating that he is a member of the LDBA.

Councillor E. Pelozza discloses a pecuniary interest in Business Case 15 - Subsidized Transit Program, specific to those matters related to the youth bus pass, by indicating that she purchases a bus pass for her son.

**2. Consent**

2.1 2020-2023 Multi-Year Budget Public Engagement Feedback Update

Moved by: Mayor E. Holder  
Seconded by: A. Hopkins

**That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated January 30, 2020 providing a summary of feedback on the 2020-2023 Multi-Year Budget from public engagement activities undertaken from December 17, 2019 through to January 26, 2020 BE RECEIVED for information.**

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**3. Scheduled Items**

3.1 Introductory Presentation

Moved by: A. Kayabaga  
Seconded by: E. Pelozza

**That the attached 2020-2023 budget introductory presentation from the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer BE RECEIVED.**

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Lewis  
Seconded by: P. Squire

That an extended recess from 10:45 AM to 1:00 PM, BE APPROVED for the January 30, 2020 meeting; it being noted that there is a funeral scheduled for a former Member of Council during that time.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Nays: (2): A. Hopkins, and E. Pelozza

**Motion Passed (13 to 2)**

**4. Items for Direction**

4.1 Culture

**That the following actions be taken with respect to Culture:**

**a) the net 2020-2023 Multi-Year Operating Budget for the following services within Culture BE ADOPTED:**

**i. Page 60 - Centennial Hall - \$764,000**

- ii. Page 60 - Arts, Culture and Heritage Advisory and Funding - \$9,869,000
- iii. Page 60 - Museum London excluding provincial impacts - \$7,499,000
- v. Page 60 - Eldon House - \$1,206,000
- vi. Page 60 - Heritage - \$844,000
- vii. Page 60 - London Public Library - \$87,341,000

**b) the 2020-2023 Multi-Year Capital Budget for Culture BE ADOPTED:**

- i. Page 62 – Lifecycle Renewal Capital Budget - \$7,984,000
- ii. Page 62 – Growth Capital Budget - \$6,186,000
- iii. Page 62 – Service Improvement Capital Budget - \$0

**c) the 2024-2029 Multi-Year Capital Forecast for Culture BE ADOPTED in principle:**

- i. Page 62 – Lifecycle Renewal Capital Forecast - \$15,331,000
- ii. Page 62 – Growth Capital Forecast - \$0
- iii. Page 62 – Service Improvement Capital Forecast - \$0.

**Motion Passed**

Voting Record:

Moved by: M. Salih  
 Seconded by: Mayor E. Holder

**a) the net 2020-2023 Multi-Year Operating Budget for the following services within Culture BE ADOPTED:**

- i. Page 60 - Centennial Hall - \$764,000
- ii. Page 60 - Arts, Culture and Heritage Advisory and Funding - \$9,869,000
- v. Page 60 - Eldon House - \$1,206,000
- vi. Page 60 - Heritage - \$844,000
- vii. Page 60 - London Public Library - \$87,341,000

Yeas: (15): Mayor E. Holder, 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, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: A. Kayabaga  
 Seconded by: S. Turner

**a) the net 2020-2023 Multi-Year Operating Budget for the following service within Culture BE ADOPTED:**

- iii. Page 60 - Museum London excluding provincial impacts - \$7,499,000

Yeas: (15): Mayor E. Holder, 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, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Turner  
Seconded by: E. Pelozo

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Culture BE ADOPTED:

iv. Page 60 - Museum London provincial impacts for consideration - \$54,000

Yeas: (5): M. Salih, J. Helmer, S. Turner, E. Pelozo, and A. Kayabaga

Nays: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, and S. Hillier

**Motion Failed (5 to 10)**

Moved by: E. Pelozo  
Seconded by: M. Salih

b) the 2020-2023 Multi-Year Capital Budget for Culture BE ADOPTED:

i. Page 62 – Lifecycle Renewal Capital Budget - \$7,984,000

ii. Page 62 – Growth Capital Budget - \$6,186,000

iii. Page 62 – Service Improvement Capital Budget - \$0

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Salih  
Seconded by: S. Lewis

c) the 2024-2029 Multi-Year Capital Forecast for Culture BE ADOPTED in principle:

i. Page 62 – Lifecycle Renewal Capital Forecast - \$15,331,000

ii. Page 62 – Growth Capital Forecast - \$0

iii. Page 62 – Service Improvement Capital Forecast - \$0

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 4.2 Economic Prosperity

**That the following actions be taken with respect to Economic Prosperity:**

**a) the net 2020-2023 Multi-Year Operating Budget for the following services within Economic Prosperity BE ADOPTED:**

**i. Page 71 - Economic Development - \$29,792,000**

**ii. Page 71 - Community Improvement/Business Improvement Areas - \$981,000**

**iii. Page 71 - RBC Place London - \$2,651,000**

**iv. Page 71 - Tourism & Sports Attraction - \$8,254,000**

**v. Page 71 - Covent Garden Market - \$0**

**b) the 2020-2023 Multi-Year Capital Budget for Economic Prosperity  
BE ADOPTED:**

- i. Page 72 – Lifecycle Renewal Capital Budget - \$3,565,000**
- ii. Page 72 – Growth Capital Budget - \$5,150,000**
- iii. Page 72 – Service Improvement Capital Budget - \$23,467,000**

**c) the 2024-2029 Multi-Year Capital Forecast for Economic Prosperity  
BE ADOPTED in principle:**

- i. Page 72 – Lifecycle Renewal Capital Forecast - \$5,092,000**
- ii. Page 72 – Growth Capital Forecast - \$0**
- iii. Page 72 – Service Improvement Capital Forecast - \$32,995,000.**

**Motion Passed**

Voting Record:

Moved by: M. Salih  
Seconded by: M. van Holst

**a) the net 2020-2023 Multi-Year Operating Budget for the following  
services within Economic Prosperity BE ADOPTED:**

- i. Page 71 - Economic Development - \$29,792,000**
- ii. Page 71 - Community Improvement/Business Improvement Areas -  
\$981,000**
- iii. Page 71 - RBC Place London - \$2,651,000**
- v. Page 71 - Covent Garden Market - \$0**

Yeas: (13): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Absent: (2): Mayor E. Holder, and P. Squire

**Motion Passed (13 to 0)**

Moved by: M. Salih  
Seconded by: S. Lewis

**a) the net 2020-2023 Multi-Year Operating Budget for the following  
service within Economic Prosperity BE ADOPTED:**

- iv. Page 71 - Tourism & Sports Attraction - \$8,254,000**

Yeas: (13): M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Nays: (1): M. Cassidy

Absent: (1): Mayor E. Holder

**Motion Passed (13 to 1)**

**Amendment:**

Moved by: S. Turner  
Seconded by: A. Hopkins

That the annual base allocation to the Operating Budget of Tourism London, including in part 4.2 a)iv) BE REDUCED by \$200,000.

Yeas: (3): M. Cassidy, A. Hopkins, and S. Turner  
Nays: (11): M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier  
Absent: (1): Mayor E. Holder

**Motion Failed (3 to 11)**

Moved by: M. Salih  
Seconded by: E. Pelozza

b) the 2020-2023 Multi-Year Capital Budget for Economic Prosperity BE ADOPTED:

- i. Page 72 – Lifecycle Renewal Capital Budget - \$3,565,000
- ii. Page 72 – Growth Capital Budget - \$5,150,000
- iii. Page 72 – Service Improvement Capital Budget - \$23,467,000

Yeas: (14): 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. Pelozza, A. Kayabaga, and S. Hillier  
Absent: (1): Mayor E. Holder

**Motion Passed (14 to 0)**

Moved by: S. Lewis  
Seconded by: M. van Holst

c) the 2024-2029 Multi-Year Capital Forecast for Economic Prosperity BE ADOPTED in principle:

- i. Page 72 – Lifecycle Renewal Capital Forecast - \$5,092,000
- ii. Page 72 – Growth Capital Forecast - \$0
- iii. Page 72 – Service Improvement Capital Forecast - \$32,995,000

Yeas: (14): 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. Pelozza, A. Kayabaga, and S. Hillier  
Absent: (1): Mayor E. Holder

**Motion Passed (14 to 0)**

4.3 Environmental Services

**That the following actions be taken with respect to Environmental Services:**

**a) the net 2020-2023 Multi-Year Operating Budget for the following services within Environmental Services BE ADOPTED:**

- i. Page 81 – Kettle Creek Conservation Authority excluding provincial impacts - \$2,199,000**
- ii. Page 81 – Kettle Creek Conservation Authority provincial impacts for consideration - \$133,000**
- iii. Page 81 – Lower Thames Valley Conservation Authority excluding provincial impacts- \$680,000**
- iv. Page 81 – Lower Thames Valley Conservation Authority provincial impacts for consideration - \$19,000**
- v. Page 81 – Upper Thames River Conservation Authority excluding provincial impacts - \$16,171,000**
- vi. Page 81 – Upper Thames River Conservation Authority provincial impacts for consideration - \$451,000**

- vii. Page 80 – Environmental Action Programs and Reporting - \$3,330,000
- viii. Page 80 – Garbage Recycling and Composting - \$82,011,000

b) the 2020-2023 Multi-Year Capital Budget for Environmental Services BE ADOPTED:

- i. Page 82 – Lifecycle Renewal Capital Budget - \$8,790,000
- ii. Page 82 – Growth Capital Budget - \$0
- iii. Page 82 – Service Improvement Capital Budget - \$51,500,000

c) the 2024-2029 Multi-Year Capital Forecast for Environmental Services BE ADOPTED in principle:

- i. Page 82 – Lifecycle Renewal Capital Forecast - \$9,315,000
- ii. Page 82 – Growth Capital Forecast - \$20,000,000
- iii. Page 82 – Service Improvement Capital Forecast - \$8,000,000

**Motion Passed**

Voting Record:

Moved by: M. Salih  
Seconded by: A. Kayabaga

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Environmental Services BE ADOPTED:

- i. Page 81 – Kettle Creek Conservation Authority excluding provincial impacts - \$2,199,000
- iii. Page 81 – Lower Thames Valley Conservation Authority excluding provincial impacts- \$680,000
- v. Page 81 – Upper Thames River Conservation Authority excluding provincial impacts - \$16,171,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Salih  
Seconded by: A. Kayabaga

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Environmental Services BE ADOPTED:

- ii. Page 81 – Kettle Creek Conservation Authority provincial impacts for consideration - \$133,000
- iv. Page 81 – Lower Thames Valley Conservation Authority provincial impacts for consideration - \$19,000
- vi. Page 81 – Upper Thames River Conservation Authority provincial impacts for consideration - \$451,000

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (3): P. Squire, J. Morgan, and P. Van Meerbergen

**Motion Passed (12 to 3)**

Moved by: M. Salih  
Seconded by: S. Lewis

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Environmental Services BE ADOPTED:

vii) Environmental Action Programs and Reporting \$3,330,000

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Salih  
Seconded by: E. Pelozo

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Environmental Services BE ADOPTED:

viii. Page 80 – Garbage Recycling and Composting - \$82,011,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): J. Helmer

**Motion Passed (14 to 1)**

Moved by: M. Salih  
Seconded by: A. Hopkins

b) the 2020-2023 Multi-Year Capital Budget for Environmental Services BE ADOPTED:

i. Page 82 – Lifecycle Renewal Capital Budget - \$8,790,000

Yeas: (14): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): M. van Holst

**Motion Passed (14 to 1)**

Moved by: M. Salih  
Seconded by: Mayor E. Holder

b) the 2020-2023 Multi-Year Capital Budget for Environmental Services BE ADOPTED:

ii. Page 82 – Growth Capital Budget - \$0

iii. Page 82 – Service Improvement Capital Budget - \$51,500,000

Yeas: (14): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): M. van Holst

**Motion Passed (14 to 1)**

Moved by: S. Lewis  
Seconded by: S. Turner

c) the 2024-2029 Multi-Year Capital Forecast for Environmental Services  
BE ADOPTED in principle:

- i. Page 82 – Lifecycle Renewal Capital Forecast - \$9,315,000
- ii. Page 82 – Growth Capital Forecast - \$20,000,000
- iii. Page 82 – Service Improvement Capital Forecast - \$8,000,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): J. Helmer

**Motion Passed (14 to 1)**

#### 4.4 Parks, Recreation and Neighbourhood Services

**That the following actions be taken with respect to Parks, Recreation and Neighbourhood Services:**

**a) the net 2020-2023 Multi-Year Operating Budget for the following services within Parks, Recreation and Neighbourhood Services BE ADOPTED:**

- i. Page 90 – Neighbourhood and Recreation Services excluding provincial impacts - \$95,041,000
  - A) Neighbourhood and Recreation Services excluding provincial impacts and Children's Services and Golf: \$63,618,000;
  - B) Children's Service's within Neighbourhood and Recreation Services excluding provincial impacts: \$31,423,000;
  - C) Golf within Neighbourhood and Recreation Services excluding provincial impacts: \$0
- ii. Page 90 – Neighbourhood and Recreation Services recommended provincial impacts - \$1,206,000
- iii. Page 90 – Neighbourhood and Recreation Services provincial impacts for consideration - \$5,190,000
  - A) Neighbourhood and Recreation Services provincial impacts for consideration (excluding children's services): \$300,000;
  - B) Neighbourhood and Recreation Services provincial impacts for consideration (related to children's services): \$4,890,000;
- iv. Page 90 – Parks and Urban Forestry - \$54,488,000

**b) the 2020-2023 Multi-Year Capital Budget for Parks, Recreation and Neighbourhood Services BE ADOPTED:**

- i. Page 91 – Lifecycle Renewal Capital Budget - \$39,673,000
- ii. Page 91 – Growth Capital Budget - \$77,738,000
- iii. Page 91 – Service Improvement Capital Budget - \$11,026,000

**c) the 2024-2029 Multi-Year Capital Forecast for Parks, Recreation and Neighbourhood Services BE ADOPTED in principle:**

- i. Page 91 – Lifecycle Renewal Capital Forecast - \$63,504,000
- ii. Page 91 – Growth Capital Forecast - \$36,766,000
- iii. Page 91 – Service Improvement Capital Forecast - \$13,200,000.

Voting Record:

Moved by: M. Salih

Seconded by: A. Hopkins

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Parks, Recreation and Neighbourhood Services BE ADOPTED:

i. Page 90 – Neighbourhood and Recreation Services excluding provincial impacts - \$95,041,000

A) Neighbourhood and Recreation Services excluding provincial impacts and Children's Services and Golf: \$63,618,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**Amendment:**

Moved by: S. Lewis

Seconded by: S. Lehman

That the following actions be taken with regard to the London Community Grants Program in order to reduce the overall tax levy and keep public spending focused on areas of municipal responsibility:

a) that funding set out in the draft Multi-Year Budget for the 2022 and 2023 multi-year stream BE REDUCED by 50%; and,

b) the capital funding program BE DISCONTINUED after 2020; and,

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to approve part a) of the amendment:

That the following actions be taken with regard to the London Community Grants Program in order to reduce the overall tax levy and keep public spending focused on areas of municipal responsibility:

a) that funding set out in the draft Multi-Year Budget for the 2022 and 2023 multi-year stream BE REDUCED by 50%; and,

Yeas: (4): S. Lewis, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (11): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

**Motion Failed (4 to 11)**

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to approve part b) of the amendment:

b) the capital funding program BE SUSPENDED after 2020; and,

Yeas: (6): Mayor E. Holder, M. van Holst, S. Lewis, J. Morgan, S. Lehman, and P. Van Meerbergen

Nays: (9): M. Salih, J. Helmer, M. Cassidy, P. Squire, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Failed (6 to 9)**

Moved by: M. Salih  
Seconded by: A. Kayabaga

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Parks, Recreation and Neighbourhood Services BE ADOPTED:

i. B) Children's Service's within Neighbourhood and Recreation Services excluding provincial impacts: \$31,423,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, A. Kayabaga, and S. Hillier  
Recuse: (2): P. Van Meerbergen, and S. Turner

**Motion Passed (13 to 0)**

Moved by: M. van Holst  
Seconded by: A. Hopkins

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Parks, Recreation and Neighbourhood Services BE ADOPTED:

i. C) Golf within Neighbourhood and Recreation Services excluding provincial impacts: \$0

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and S. Hillier  
Nays: (1): A. Kayabaga  
Recuse: (1): J. Helmer

**Motion Passed (13 to 1)**

Moved by: S. Lewis  
Seconded by: J. Helmer

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Parks, Recreation and Neighbourhood Services BE ADOPTED:

ii. Page 90 – Neighbourhood and Recreation Services recommended provincial impacts (Child Care Administrative Municipal cost Sharing Changes) - \$1,206,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, A. Kayabaga, and S. Hillier  
Recuse: (2): P. Van Meerbergen, and S. Turner

**Motion Passed (13 to 0)**

Moved by: Mayor E. Holder  
Seconded by: A. Hopkins

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Parks, Recreation and Neighbourhood Services BE ADOPTED:

iii. A) Neighbourhood and Recreation Services provincial impacts for consideration (excluding children's services): \$300,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: J. Helmer  
Seconded by: M. Salih

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Parks, Recreation and Neighbourhood Services BE ADOPTED:

iii. B) Neighbourhood and Recreation Services provincial impacts for consideration - Child Care Expansion Funding Municipal Cost Sharing Changes (related to children's services): \$4,890,000;

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (2): M. van Holst, and P. Squire

Recuse: (1): P. Van Meerbergen

**Motion Passed (12 to 2)**

Moved by: E. Pelozza  
Seconded by: M. Salih

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Parks, Recreation and Neighbourhood Services BE ADOPTED:

iv. Page 90 – Parks and Urban Forestry - \$54,488,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: E. Pelozza  
Seconded by: M. Salih

b) the 2020-2023 Multi-Year Capital Budget for Parks, Recreation and Neighbourhood Services BE ADOPTED:

i. Page 91 – Lifecycle Renewal Capital Budget - \$39,673,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Salih  
Seconded by: Mayor E. Holder

b) the 2020-2023 Multi-Year Capital Budget for Parks, Recreation and Neighbourhood Services BE ADOPTED:

ii. Page 91 – Growth Capital Budget - \$77,738,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Lewis  
Seconded by: Mayor E. Holder

b) the 2020-2023 Multi-Year Capital Budget for Parks, Recreation and Neighbourhood Services BE ADOPTED:

iii. Page 91 – Service Improvement Capital Budget - \$11,026,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Absent: (1): P. Squire

**Motion Passed (14 to 0)**

Moved by: S. Lehman  
Seconded by: M. van Holst

c) the 2024-2029 Multi-Year Capital Forecast for Parks, Recreation and Neighbourhood Services BE ADOPTED in principle:

- i. Page 91 – Lifecycle Renewal Capital Forecast - \$63,504,000
- ii. Page 91 – Growth Capital Forecast - \$36,766,000
- iii. Page 91 – Service Improvement Capital Forecast - \$13,200,000.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Absent: (1): P. Squire

**Motion Passed (14 to 0)**

#### 4.5 Planning and Development Services

**That the following actions be taken with respect to Planning and Development Services:**

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Planning and Development Services BE ADOPTED:

- i. Page 99 – Building Approvals - \$(1,821,000)
- ii. Page 99 – Planning Services - \$18,311,000
- iii. Page 99 – Development Services - \$20,277,000

b) the 2020-2023 Multi-Year Capital Budget for Planning and Development Services BE ADOPTED:

- i. Page 100 – Lifecycle Renewal Capital Budget - \$880,000
- ii. Page 100 – Growth Capital Budget - \$8,344,000
- iii. Page 100 – Service Improvement Capital Budget - \$552,000

c) the 2024-2029 Multi-Year Capital Forecast for Planning and Development Services BE ADOPTED in principle:

- i. Page 100 – Lifecycle Renewal Capital Forecast - \$1,320,000
- ii. Page 100 – Growth Capital Forecast - \$1,918,000
- iii. Page 100 – Service Improvement Capital Forecast - \$600,000.

**Motion Passed**

Voting Record:

Moved by: M. Salih

Seconded by: S. Lewis

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Planning and Development Services BE ADOPTED:

i. Page 99 – Building Approvals - \$(1,821,000)

ii. Page 99 – Planning Services - \$18,311,000

iii. Page 99 – Development Services - \$20,277,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. van Holst

Seconded by: A. Hopkins

b) the 2020-2023 Multi-Year Capital Budget for Planning and Development Services BE ADOPTED:

i. Page 100 – Lifecycle Renewal Capital Budget - \$880,000

ii. Page 100 – Growth Capital Budget - \$8,344,000

iii. Page 100 – Service Improvement Capital Budget - \$552,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): P. Squire

**Motion Passed (14 to 0)**

Moved by: S. Hillier

Seconded by: M. Cassidy

c) the 2024-2029 Multi-Year Capital Forecast for Planning and Development Services BE ADOPTED in principle:

i. Page 100 – Lifecycle Renewal Capital Forecast - \$1,320,000

ii. Page 100 – Growth Capital Forecast - \$1,918,000

iii. Page 100 – Service Improvement Capital Forecast - \$600,000.

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 4.6 Protective Services

**That the following actions be taken with respect to Protective Services:**

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Protective Services BE ADOPTED:

i. Page 108 – Animal Services - \$7,819,000

ii. Page 108 – By-Law Enforcement and Property Standards - \$6,974,000

- iii. Page 108 – Corporate Security and Emergency Management - \$10,997,000
- iv. Page 108 – Fire Services - \$269,934,000
- v. Page 108 – London Police Services excluding provincial impacts - \$474,150,000
- vi. Page 108 – London Police Services provincial impacts for consideration - \$2,554,000

**b) the 2020-2023 Multi-Year Capital Budget for Protective Services BE ADOPTED:**

- i. Page 110 – Lifecycle Renewal Capital Budget - \$37,173,000
  - A) Lifecycle Renewal Capital Budget, excluding Fire Services: \$26,796,000
  - B) Lifecycle Renewal Capital Budget, Fire Services: \$10,377,000
- ii. Page 110 – Growth Capital Budget - \$46,389,000
  - A) Growth Capital Budget, excluding Fire Services: \$40,206,000
  - B) Growth Capital Budget, Fire Services: \$6,183,000
- iii. Page 110 – Service Improvement Capital Budget - \$8,411,000
  - A) Service Improvement Capital Budget, excluding Fire Services: \$3,908,000
  - B) Service Improvement Capital Budget, Fire Services: \$4,503,000

**c) the 2024-2029 Multi-Year Capital Forecast for Protective Services BE ADOPTED in principle:**

- i. Page 110 – Lifecycle Renewal Capital Forecast - \$63,848,000
  - A) Lifecycle Renewal Capital Forecast, excluding Fire Services: \$39,854,000
  - B) Lifecycle Renewal Capital Forecast, Fire Services: \$23,994,000
- ii. Page 110 – Growth Capital Forecast - \$40,258,000
  - A) Growth Capital Forecast, excluding Fire Services: \$40,258,000
  - B) Growth Capital Forecast, Fire Services: \$0
- iii. Page 110 – Service Improvement Capital Forecast - \$6,696,000
  - A) Service Improvement Capital Forecast, excluding Fire Services: \$0
  - B) Service Improvement Capital Forecast, Fire Services: \$6,696,000

**Motion Passed**

Voting Record:  
 Moved by: M. Salih  
 Seconded by: S. Lewis

**a) the net 2020-2023 Multi-Year Operating Budget for the following services within Protective Services BE ADOPTED:**

- i. Page 108 – Animal Services - \$7,819,000
- ii. Page 108 – By-Law Enforcement and Property Standards - \$6,974,000
- iii. Page 108 – Corporate Security and Emergency Management - \$10,997,000
- v. Page 108 – London Police Services excluding provincial impacts - \$474,150,000
- vi. Page 108 – London Police Services provincial impacts for consideration - \$2,554,000

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. van Holst

Seconded by: S. Lewis

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Protective Services BE ADOPTED:

iv. Page 108 – Fire Services - \$269,934,000

Yeas: (14): 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. Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): Mayor E. Holder

**Motion Passed (14 to 0)**

Moved by: E. Pelozo

Seconded by: M. Cassidy

b) the 2020-2023 Multi-Year Capital Budget for Protective Services, excluding Fire Services BE ADOPTED:

i. Page 110 – Lifecycle Renewal Capital Budget - \$26,796,000

ii. Page 110 – Growth Capital Budget - \$40,206,000

iii. Page 110 – Service Improvement Capital Budget - \$3,908,000

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: E. Pelozo

Seconded by: S. Hillier

b) the 2020-2023 Multi-Year Capital Budget for Protective Services for the Fire Services component BE ADOPTED:

i. Page 110 – Lifecycle Renewal Capital Budget - \$10,377,000

ii. Page 110 – Growth Capital Budget - \$6,183,000

iii. Page 110 – Service Improvement Capital Budget - \$4,503,000

Yeas: (13): M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Nays: (1): J. Helmer

Recuse: (1): Mayor E. Holder

**Motion Passed (13 to 1)**

Moved by: S. Lewis

Seconded by: Mayor E. Holder

c) the 2024-2029 Multi-Year Capital Forecast for Protective Services, excluding Fire Services BE ADOPTED in principle:

i. Page 110 – Lifecycle Renewal Capital Forecast - \$39,854,000

ii. Page 110 – Growth Capital Forecast - \$40,258,000

iii. Page 110 – Service Improvement Capital Forecast - \$0

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Cassidy  
Seconded by: S. Hillier

c) the 2024-2029 Multi-Year Capital Forecast for Protective Services for the Fire Services component only, BE ADOPTED in principle:

- i. Page 110 – Lifecycle Renewal Capital Forecast - \$23,994,000
- ii. Page 110 – Growth Capital Forecast – \$0
- iii. Page 110 – Service Improvement Capital Forecast – \$6,696,000

Yeas: (14): 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. Pelosa, A. Kayabaga, and S. Hillier

Recuse: (1): Mayor E. Holder

**Motion Passed (14 to 0)**

#### 4.7 Social and Health Services

**That the following actions be taken with respect to Social and Health Services:**

**a) the net 2020-2023 Multi-Year Operating Budget for the following services within Social and Health Services BE ADOPTED:**

- i. Page 121 – Housing Services - \$47,721,000**
- ii. Page 121 – Housing Development Corporation - \$9,689,000**
- iii. Page 121 – London and Middlesex Community Housing - \$47,923,000**
- iv. Page 121 – Long Term Care - \$21,494,000**
- v. Page 121 – Land Ambulance - \$91,255,000**
- vi. Page 122 – Middlesex-London Health Unit excluding provincial impacts - \$24,380,000**
- vii. Page 122 – Middlesex- London Health Unit recommended provincial impacts - \$2,438,000**
- viii. Page 122 – Social and Community Support Services excluding provincial impacts - \$65,672,000**
- ix. Page 122 – Social and Community Support Services provincial impacts for consideration - \$6,249,000**

**b) the 2020-2023 Multi-Year Capital Budget for Social and Health Services BE ADOPTED:**

- i. Page 123 – Lifecycle Renewal Capital Budget - \$11,217,000**
- ii. Page 123 – Growth Capital Budget - \$0**
- iii. Page 123 – Service Improvement Capital Budget - \$3,750,000**

**c) the 2024-2029 Multi-Year Capital Forecast for Social and Health Services BE ADOPTED in principle:**

- i. Page 123 – Lifecycle Renewal Capital Forecast - \$17,636,000**
- ii. Page 123 – Growth Capital Forecast - \$0**
- iii. Page 123 – Service Improvement Capital Forecast - \$5,000,000**

**d) a meeting of the City-County Liaison Committee BE CONVENEED forthwith and prior to the finalization of the City budget, in order to provide the opportunity for further discussion with respect to the land ambulance budget, and that the service provider BE REQUESTED to provide specific cost-driver information for the past five years, including but not limited to: unit hour utilization, call volume, code zero, hospital off-load delays and service improvements during that time.**

**Motion Passed**

Voting Record:

Moved by: A. Kayabaga

Seconded by: M. Salih

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Social and Health Services BE ADOPTED:

i. Page 121 – Housing Services - \$47,721,000

ii. Page 121 – Housing Development Corporation - \$9,689,000

iii. Page 121 – London and Middlesex Community Housing - \$47,923,000

viii. Page 122 – Social and Community Support Services excluding provincial impacts - \$65,672,000

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: E. Pelozo

Seconded by: A. Hopkins

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Social and Health Services BE ADOPTED:

iv. Page 121 – Long Term Care - \$21,494,000

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: Mayor E. Holder

Seconded by: J. Morgan

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Social and Health Services BE ADOPTED:

v. Page 121 – Land Ambulance - \$91,255,000

Moved by: Mayor E. Holder

Seconded by: S. Lehman

That consideration of item 4.7 a) v. Page 121 – Land Ambulance - \$91,255,000 BE REFERRED to later in the meeting agenda, to be considered following the Committee's consideration of item 4.13, Business cases for Additional Investment – For Consideration.

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Cassidy

Seconded by: J. Helmer

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Social and Health Services BE ADOPTED:

vi. Page 122 – Middlesex-London Health Unit excluding provincial impacts - \$24,380,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier  
Recuse: (1): S. Turner

**Motion Passed (14 to 0)**

Moved by: A. Kayabaga  
Seconded by: E. Pelozza

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Social and Health Services BE ADOPTED:

vii. Page 122 – Middlesex- London Health Unit recommended provincial impacts - \$2,438,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier  
Recuse: (1): S. Turner

**Motion Passed (14 to 0)**

Moved by: M. Cassidy  
Seconded by: A. Hopkins

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Social and Health Services BE ADOPTED:

ix. Page 122 – Social and Community Support Services provincial impacts for consideration - \$6,249,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (2): P. Squire, and J. Morgan

**Motion Passed (13 to 2)**

Moved by: E. Pelozza  
Seconded by: A. Hopkins

b) the 2020-2023 Multi-Year Capital Budget for Social and Health Services BE ADOPTED:

i. Page 123 – Lifecycle Renewal Capital Budget - \$11,217,000

ii. Page 123 – Growth Capital Budget - \$0

iii. Page 123 – Service Improvement Capital Budget - \$3,750,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Turner  
Seconded by: A. Kayabaga

c) the 2024-2029 Multi-Year Capital Forecast for Social and Health Services BE ADOPTED in principle:

- i. Page 123 – Lifecycle Renewal Capital Forecast - \$17,636,000
- ii. Page 123 – Growth Capital Forecast - \$0
- iii. Page 123 – Service Improvement Capital Forecast - \$5,000,000.

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Turner  
Seconded by: M. van Holst

That the motion related to the Land Ambulance Budget BE AMENDED by adding the following new part b):

- b) a meeting of the City-County Liaison Committee BE CONVENEED forthwith and prior to the finalization of the City budget, in order to provide the opportunity for further discussion with respect to the land ambulance budget, and that the service provider BE REQUESTED to provide specific cost-driver information for the past five years, including but not limited to: unit hour utilization, call volume, code zero, hospital off-load delays and service improvements during that time.

Yeas: (13): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (2): Mayor E. Holder, and J. Morgan

**Motion Passed (13 to 2)**

Moved by: Mayor E. Holder  
Seconded by: J. Morgan

That part a) of the amended motion BE ADOPTED. Part a) reads as follows:

“That the net 2020-2023 Multi-Year Operating Budget for the following service within Social and Health Services BE ADOPTED:

- v. Page 121 – Land Ambulance \$91,255,000”

Yeas: (13): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (2): M. van Holst, and S. Turner

**Motion Passed (13 to 2)**

Moved by: Mayor E. Holder

Seconded by: J. Morgan

That part b) of the amended motion BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (1): J. Morgan

**Motion Passed (14 to 1)**

#### 4.8 Transportation Services

**That the following actions be taken with respect to Transportation Services:**

**a) the net 2020-2023 Multi-Year Operating Budget for the following services within Transportation Services BE ADOPTED:**

**i. Page 131 – Parking - \$(15,051,000)**

**ii. Page 131 – London Transit Commission excluding provincial impacts - \$136,505,000**

**iii. Page 131 – London Transit Commission provincial impacts for consideration - \$19,328,000; it being noted that \$2.6 million, from the one-time doubling of the federal gas tax funding will be used to mitigate the provincial impact on public transit, with \$866,000 allocated in each of 2020, 2021 and 2022.**

**iv. Page 131 – Roadways - \$183,961,000**

**v. Page 131 – Rapid Transit - \$0**

**b) the 2020-2023 Multi-Year Capital Budget for Transportation Services BE ADOPTED:**

**i. Page 133 – Lifecycle Renewal Capital Budget - \$219,206,000**

**A) Lifecycle Renewal Capital Budget, excluding Victoria Bridge and Rapid Transit: \$208,366,000**

**B) Lifecycle Renewal Capital Budget, Victoria Bridge: \$10,840,000**

**ii. Page 133 – Growth Capital Budget - \$506,826,000**

**A) Growth Capital Budget, excluding Victoria Bridge and Rapid Transit: \$245,963,000**

**B) Growth Capital Budget, Victoria Bridge: \$3,300,000**

**C) Growth Capital Budget, Rapid Transit: \$257,563,000**

**iii. Page 133 – Service Improvement Capital Budget - \$18,295,000**

**c) the 2024-2029 Multi-Year Capital Forecast for Transportation Services BE ADOPTED in principle:**

**i. Page 133 – Lifecycle Renewal Capital Forecast - \$342,678,000**

**ii. Page 133 – Growth Capital Forecast - \$543,499,000**

**A) Growth Capital Forecast, excluding Rapid Transit: \$330,517,000**

**B) Growth Capital Forecast, Rapid Transit: \$412,982,000**

**iii. Page 133 – Service Improvement Capital Forecast - \$7,800,000.**

**Motion Passed**

Voting Record:

Moved by: Mayor E. Holder

Seconded by: S. Lewis

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Transportation Services BE ADOPTED:

i. Page 131 – Parking - \$(15,051,000)

ii. Page 131 – London Transit Commission excluding provincial impacts - \$136,505,000

iv. Page 131 – Roadways - \$183,961,000

Yeas: (15): Mayor E. Holder, 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, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Salih

Seconded by: A. Kayabaga

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Transportation Services BE ADOPTED:

iii. Page 131 – London Transit Commission provincial impacts for consideration - \$21,926,000

**Amendment:**

Moved by: J. Helmer

Seconded by: S. Lewis

That Item a) iii. London Transit Commission provincial impacts for consideration, BE AMENDED, by adding the following:

and that \$2.6 million, from the one-time doubling of the federal gas tax funding BE USED to mitigate the provincial impact on public transit, with \$866,000 allocated in each of 2020, 2021 and 2022.

Yeas: (15): Mayor E. Holder, 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, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: J. Helmer

Seconded by: Mayor E. Holder

That Item a) iii) London Transit Commission provincial impacts for consideration, as amended, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): S. Lehman

**Motion Passed (14 to 1)**

Moved by: A. Kayabaga  
Seconded by: E. Pelozo

a) the net 2020-2023 Multi-Year Operating Budget for the following service within Transportation Services BE ADOPTED:

v. Page 131 – Rapid Transit - \$0

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

Moved by: Mayor E. Holder  
Seconded by: J. Morgan

b) the 2020-2023 Multi-Year Capital Budget for Transportation Services, excluding Victoria Bridge and Rapid Transit BE ADOPTED:

- i. Page 133 – Lifecycle Renewal Capital Budget - \$208,366,000
- ii. Page 133 – Growth Capital Budget - \$245,963,000
- iii. Page 133 – Service Improvement Capital Budget - \$18,295,000

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: J. Helmer  
Seconded by: M. Cassidy

b) the 2020-2023 Multi-Year Capital Budget for Victoria Bridge BE ADOPTED:

- i. Page 133 – Lifecycle Renewal Capital Budget – \$10,840,000
- ii. Page 133 – Growth Capital Budget – \$3,300,000

Yeas: (13): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Nays: (2): M. van Holst, and P. Van Meerbergen

**Motion Passed (13 to 2)**

Moved by: J. Helmer  
Seconded by: Mayor E. Holder

b) the 2020-2023 Multi-Year Capital Budget for Rapid Transit BE ADOPTED:

- ii. Page 133 – Growth Capital Budget - \$257,563,000

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozo, and A. Kayabaga

Nays: (3): M. van Holst, P. Van Meerbergen, and S. Hillier

**Motion Passed (12 to 3)**

Moved by: Mayor E. Holder  
Seconded by: A. Kayabaga

c) the 2024-2029 Multi-Year Capital Forecast for Transportation Services, excluding Rapid Transit BE ADOPTED in principle:

- i. Page 133 – Lifecycle Renewal Capital Forecast - \$342,678,000
- ii. Page 133 – Growth Capital Forecast - \$330,517,000
- iii. Page 133 – Service Improvement Capital Forecast - \$7,800,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
Absent: (1): P. Squire

**Motion Passed (14 to 0)**

Moved by: Mayor E. Holder  
Seconded by: A. Hopkins

c) the 2024-2029 Multi-Year Capital Forecast for Rapid Transit BE ADOPTED in principle:

- i. Page 133 – Growth Capital Forecast - \$212,982,000

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga  
Nays: (3): M. van Holst, P. Van Meerbergen, and S. Hillier

**Motion Passed (12 to 3)**

#### 4.9 Corporate, Operational and Council Services

**That the following actions be taken with respect to Corporate, Operational and Council Services:**

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Corporate, Operational and Council Services BE ADOPTED:

- i. Page 142 – Corporate Services - \$238,396,000
- ii. Page 142 – Corporate Planning and Administration - \$8,623,000
- iii. Page 142 – Council Services - \$15,812,000
- iv. Page 142 – Public Support Services - \$9,860,000

b) the 2020-2023 Multi-Year Capital Budget for Corporate, Operational and Council Services BE ADOPTED:

- i. Page 143 – Lifecycle Renewal Capital Budget - \$51,726,000
- ii. Page 143 – Growth Capital Budget - \$0
- iii. Page 143 – Service Improvement Capital Budget - \$5,135,000

c) the 2024-2029 Multi-Year Capital Forecast for Corporate, Operational and Council Services BE ADOPTED in principle:

- i. Page 143 – Lifecycle Renewal Capital Forecast - \$79,180,000
- ii. Page 143 – Growth Capital Forecast - \$0
- iii. Page 143 – Service Improvement Capital Forecast - \$3,000,000.

**Motion Passed**

Voting Record:

Moved by: S. Turner

Seconded by: A. Kayabaga

a) the net 2020-2023 Multi-Year Operating Budget for the following services within Corporate, Operational and Council Services BE

ADOPTED:

i. Page 142 – Corporate Services - \$238,396,000

ii. Page 142 – Corporate Planning and Administration - \$8,623,000

iii. Page 142 – Council Services - \$15,812,000

iv. Page 142 – Public Support Services - \$9,860,000

Yeas: (15): Mayor E. Holder, 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, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Lewis

Seconded by: S. Hillier

b) the 2020-2023 Multi-Year Capital Budget for Corporate, Operational and Council Services BE ADOPTED:

i. Page 143 – Lifecycle Renewal Capital Budget - \$51,726,000

ii. Page 143 – Growth Capital Budget - \$0

iii. Page 143 – Service Improvement Capital Budget - \$5,135,000

Yeas: (15): Mayor E. Holder, 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, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: A. Hopkins

Seconded by: S. Lehman

c) the 2024-2029 Multi-Year Capital Forecast for Corporate, Operational and Council Services BE ADOPTED in principle:

i. Page 143 – Lifecycle Renewal Capital Forecast - \$79,180,000

ii. Page 143 – Growth Capital Forecast - \$0

iii. Page 143 – Service Improvement Capital Forecast - \$3,000,000.

Yeas: (15): Mayor E. Holder, 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, and S. Hillier

**Motion Passed (15 to 0)**

4.10 Financial Management

**That the net 2020-2023 Multi-Year Operating Budget for the following within Financial Management BE ADOPTED:**

- i. Page 149 – Capital Levy - \$199,716,000**
- ii. Page 149 – Debt Servicing - \$139,244,000**
- iii. Page 149 – Contributions to Capital Reserve Funds - \$110,033,000**
- iv. Page 149 – Contingencies - \$72,534,000**
- v. Page 149 – Other Corporate Revenue and Expenditures - \$(59,806,000)**
- vi. Page 149 – Finance - \$26,041,000.**

**Motion Passed**

Voting Record:

Moved by: S. Lewis  
Seconded by: E. Pelozza

That the net 2020-2023 Multi-Year Operating Budget for the following within Financial Management BE ADOPTED:

- i. Page 149 – Capital Levy - \$199,716,000**
- ii. Page 149 – Debt Servicing - \$139,244,000**
- iv. Page 149 – Contingencies - \$72,534,000**
- v. Page 149 – Other Corporate Revenue and Expenditures - \$(59,806,000)**
- vi. Page 149 – Finance - \$26,041,000.**

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Hillier  
Seconded by: J. Helmer

That the net 2020-2023 Multi-Year Operating Budget for the following within Financial Management BE ADOPTED:

- iii. Page 149 – Contributions to Capital Reserve Funds - \$110,033,000**

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

4.11 Business Cases for Potential Net Levy Reductions

**That the following 2020-2023 Multi-Year Budget business cases for potential net levy reductions BE APPROVED:**

- i. Business Case 26 – Eliminate Curbside Christmas Tree Collection - 2020-2023 Total Investment (\$120,000); Net Levy (\$120,000)**
- ii. Business Case 27 - London Public Library - Eliminate Planned Security Enhancements – 2020-2023 Total Investment (\$107,000); Net Levy (\$107,000)**

- iii. **Business Case 28 - London Public Library - Eliminate Planned Staffing Increase – 2020-2023 Total Investment (\$42,000); Net Levy (\$42,000)**
- iv. **Business Case 29 - London Public Library – Promissory Note Forgiveness - 2020- 2023 Total Investment (\$912,000); Net Levy (\$717,000)**
- v. **Business Case 30 - London Public Library - WiFi Hotspot Lending Program – 2020-2023 Total Investment (\$188,000); Net Levy (\$188,000)**
- vi. **Business Case 31 - Multi-Residential Sector Fee Increase for Waste Collection – 2020-2023 Total Investment \$0; Net Levy (\$900,000)**
- viii. **Business Case 33 - Reduce Road Network Improvements for Minor Streets – 2020-2023 Total Investment (\$3,200,000); Net Levy (\$3,200,000)**
- ix. **Business Case 34 - Transfer portion of Conservation Authority costs to Wastewater & Treatment Budget – 2020-2023 Total Investment (\$11,544,000); Net Levy (\$11,554,000).**

**Motion Passed**

Voting Record:

Moved by: E. Pelozá

Seconded by: M. van Holst

That the following 2020-2023 Multi-Year Budget business cases for potential net levy reductions BE CONSIDERED at this time:

- ii. Business Case 27 – London Public Library – Eliminate Planned Security Enhancements – 2020-2023 Total Investments (\$107,000); Net Levy (\$107,000)
- iii. Business Case 28 – London Public Library – Eliminate Planned Staffing Increase – 2020-2023 total Investment (\$42,000); Net Levy (\$42,000)
- iv. Business Case 29 – London Public Library – Promissory Note Forgiveness – 2020 – 2023 Total Investment (\$912,000); Net Levy (\$717,000)
- v. Business Case 30 – London Public Library – WiFi Hotspot Lending Program – 2020-2023 Total Investment (\$188,000); Net Levy (\$188,000)
- vii. Business Case 32 – Museum London – Exhibitions and Programs Reductions – 2020-2023 Total Investment (\$236,000); Net Levy (\$236,000)

Yeas: (9): M. van Holst, S. Lewis, M. Cassidy, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozá, and A. Kayabaga

Nays: (6): Mayor E. Holder, M. Salih, J. Helmer, P. Squire, S. Lehman, and S. Hillier

**Motion Passed (9 to 6)**

Moved by: E. Pelozá

Seconded by: S. Lewis

That the following BE APPROVED:

- ii. Business Case 27 - London Public Library - Eliminate Planned Security Enhancements – 2020-2023 Total Investment (\$107,000); Net Levy (\$107,000)

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozá, A. Kayabaga, and S. Hillier

Nays: (1): S. Turner

**Motion Passed (14 to 1)**

Moved by: E. Pelozza  
Seconded by: S. Lewis

That the following BE APPROVED:

iii. Business Case 28 - London Public Library - Eliminate Planned Staffing Increase – 2020-2023 Total Investment (\$42,000); Net Levy (\$42,000)

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (1): S. Turner

**Motion Passed (14 to 1)**

Moved by: E. Pelozza  
Seconded by: S. Lewis

That the following BE APPROVED:

iv. Business Case 29 - London Public Library – Promissory Note Forgiveness - 2020- 2023 Total Investment (\$912,000); Net Levy (\$717,000)

Yeas: (8): Mayor E. Holder, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, E. Pelozza, and S. Hillier  
Nays: (6): M. van Holst, M. Salih, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga  
Absent: (1): P. Van Meerbergen

**Motion Passed (8 to 6)**

Moved by: S. Lewis  
Seconded by: M. van Holst

That the following BE APPROVED:

v. Business Case 30 - London Public Library - Wi-Fi Hotspot Lending Program – 2020-2023 Total Investment (\$188,000); Net Levy (\$188,000)

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier  
Nays: (6): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, and A. Kayabaga

**Motion Passed (9 to 6)**

Pursuant to section 32.5 of the Council Procedural By-law, shall the ruling of the Chair BE SUSTAINED?

Yeas: (7): M. Salih, J. Helmer, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, and A. Kayabaga  
Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, P. Squire, S. Lehman, E. Pelozza, and S. Hillier

**Motion Failed (7 to 8)**

Moved by: M. Cassidy  
Seconded by: S. Lewis

Reconsideration of the vote with respect to the upholding the decision of the Chair.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga  
Nays: (2): P. Squire, and S. Hillier

**Motion Passed (13 to 2)**

Pursuant to section 32.5 of the Council Procedural By-law, shall the ruling of the Chair BE SUSTAINED?

Yeas: (7): M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and A. Kayabaga  
Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, P. Squire, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Failed (7 to 8)**

Pursuant to section 31.18 of the Council Procedural By-law - Disorderly conduct - member to be removed - "Shall the member be ordered to leave his/her seat for the duration of the meeting?"

Yeas: (4): M. van Holst, S. Lewis, P. Squire, and P. Van Meerbergen  
Nays: (11): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Failed (4 to 11)**

Moved by: P. Squire  
Seconded by: S. Lewis

That the following BE APPROVED:

vii. Business Case 32 - Museum London - Exhibitions and Programs Reductions - 2020-2023 Total **revised** Investment (\$182,000); Net Levy (\$182,000)

Yeas: (7): M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and P. Van Meerbergen  
Nays: (7): M. Salih, J. Helmer, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
Absent: (1): Mayor E. Holder

**Motion Failed (7 to 7)**

Moved by: M. van Holst  
Seconded by: A. Hopkins

That the following 2020-2023 Multi-Year Budget business cases for potential net levy reductions BE APPROVED:

i. Business Case 26 – Eliminate Curbside Christmas Tree Collection - 2020-2023 Total Investment (\$120,000); Net Levy (\$120,000)

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and A. Hopkins  
Nays: (5): P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (10 to 5)**

Moved by: M. van Holst  
Seconded by: S. Lewis

That the following 2020-2023 Multi-Year Budget business cases for potential net levy reductions BE APPROVED:

vi. Business Case 31 - Multi-Residential Sector Fee Increase for Waste Collection – 2020-2023 Total Investment \$0; Net Levy (\$900,000)

Yeas: (12): M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (3): Mayor E. Holder, M. Salih, and J. Helmer

**Motion Passed (12 to 3)**

Moved by: J. Helmer  
Seconded by: S. Hillier

That the following 2020-2023 Multi-Year Budget business cases for potential net levy reductions BE APPROVED:

viii. Business Case 33 - Reduce Road Network Improvements for Minor Streets – 2020-2023 Total Investment (\$3,200,000); Net Levy (\$3,200,000)

Yeas: (11): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (4): S. Lewis, M. Salih, P. Van Meerbergen, and S. Turner

**Motion Passed (11 to 4)**

Moved by: J. Helmer  
Seconded by: A. Hopkins

That the following 2020-2023 Multi-Year Budget business cases for potential net levy reductions BE APPROVED:

ix. Business Case 34 - Transfer portion of Conservation Authority costs to Wastewater & Treatment Budget – 2020-2023 Total Investment (\$11,544,000); Net Levy (\$11,554,000).

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, A. Kayabaga, and S. Hillier  
Nays: (2): P. Van Meerbergen, and S. Turner  
Absent: (1): E. Pelozza

**Motion Passed (12 to 2)**

4.12 Business Cases for Additional Investment - Administratively Prioritized

**That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:**

- i. **Business Case 1 – 60% Waste Diversion Action Plan – 2020-2023 Total: Investment \$17,600,000; Net Levy \$17,600,000**
- ii. **Business Case 2 – Affordable Housing Community Improvement Plan – 2020-2023 Total: Investment \$4,772,000; Net Levy \$772,000**
- iv. **Business Case 3B – Back to the River – One River Environmental Assessment Management Implementation – 2020-2023 Total: Investment \$1,250,000; Net Levy \$0**

- v. **Business Case 3C – Back to the River – SoHo Environmental Assessment – 2020-2023 Total: Investment \$500,000; Net Levy \$0**
- vi. **Business Case 4A – City of London Infrastructure Gap – 2020-2023 Total: Investment \$3,000,000; Net Levy \$3,000,000**
- vii. **Business Case 5A – Climate Emergency Declaration – Develop Action Plan – 2020-2023 Total: Investment \$50,000; Net Levy \$0**
- viii. **Business Case 6 – Coordinated Informed Response – 2020-2023 Total: Investment \$6,703,000; Net Levy \$6,703,000**
- ix. **Business Case 7A – Core Area Action Plan – 2020-2023 Total: Investment \$16,385,000; Net Levy \$9,320,000**
  - A) **Business Case 7A (Operating) – Core Area Action Plan – Initiative 23 - Expand case management approach for helping vulnerable population: \$3,300,000**
  - B) **Business Case 7A (Operating) – Core Area Action Plan – Initiative 29 - Proactive by-law enforcement: \$600,000**
  - C) **Business Case 7A (Operating) – Core Area Action Plan- Initiative 42 - Fund four-year Core Area “construction dollars” pilot program: \$200,000**
  - D) **Business Case 7A (Operating) – Core Area Action Plan – Initiative 45 – Active spaces and places with bistro chairs and tables: \$200,000**
  - E) **Business Case 7A (Operating) – Core Area Action Plan – New Initiative – Invest in Dundas Place: \$1,200,000**
  - F) **Business Case 7A (Capital) – Core Area Action Plan – Initiative 22 - Create new housing units with supportive living arrangements: \$5,000,000**
  - G) **Business Case 7A (Capital) – Core Area Action Plan – Initiative 29 - Proactive by-law enforcement: \$50,000**
  - H) **Business Case 7A (Capital) – Core Action Plan – Invest in Dundas Place: \$200,000**
- x. **Business Case 8 – Dearness Home Auditorium Expansion - 2020-2023 Total: Investment \$2,456,000; Net Levy \$518,000**
- xi. **Business Case 9 – Fanshawe College Innovation Village – 2020-2023 Total: Investment \$1,000,000; Net Levy \$0; it being noted that an annual funding allocation of \$250,000 will be provided over the period of 2020-2029 for a total investment of \$2,500,000**
- xii. **Business Case 10A – HDC Funding for Affordable Housing - 2020-2023 Total: Investment \$850,000; Net Levy \$850,000**
- xiii. **Business Case 11A – Information Systems – Development Application Tracking Software – 2020-2023 Total: Investment \$3,900,000; Net Levy \$0**
- xiv. **Business Case 11B – Information Systems – Human Capital Management System – 2020-2023 Total: Investment \$1,230,000; Net Levy \$732,000**
- xv. **Business Case 12 – LMCH Infrastructure Gap – 2020-2023 Total: Investment \$15,518,000; Net Levy \$5,000,000**
- xvi. **Business Case 13 – Master Accommodation Plan – 2020-2023 Total: Investment \$13,000,000; Net Levy \$0**
- xvii. **Business Case 14 – Operations Master Plan 2020 – 2020-2023 Total: Investment \$5,118,000; Net Levy \$0**
- xviii. **Business Case 15 – Subsidized Transit Program – 2020-2023 Total: Investment \$3,608,000; Net Levy \$964,000**
  - A) **Business Case 15 - Subsidized Transit Program – Youth Passes: Total Investment - \$1,020,212; Net Levy \$260,777**
  - B) **Business Case 15 – Subsidized Transit Program – Balance of Program: Total Investment: \$2,587,788; Net Levy \$703,223**
- xix. **Business Case 16 – T-Block Replacement/New Storage Building – 2020-2023 Total: Investment \$901,000; Net Levy \$0.**

**Motion Passed**

Moved by: Mayor E. Holder

Seconded by: S. Lewis

That consideration of item 4.12 k) Fanshawe College Innovation Village (Business Case 9) BE REFERRED to be the first item of the Thursday, February 13th session.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A.

Kayabaga, and S. Hillier

Absent: (1): E. Peloza

**Motion Passed (14 to 0)**

Moved by: P. Squire

Seconded by: M. Salih

That Initiative 23 of Business Case 7A (Operating), Expand case management approach for helping vulnerable populations, in the amount of \$3,300,000 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Lehman

Absent: (1): E. Peloza

**Motion Passed (12 to 1)**

Moved by: P. Van Meerbergen

Seconded by: Mayor E. Holder

That the following actions be taken with respect to the Core Action Business Case (7A):

That Initiative 29 of Business Case 7A (Operating), proactive by-law enforcement, in the amount of \$600,000 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Absent: (1): E. Peloza

**Motion Passed (13 to 0)**

Moved by: A. Kayabaga

Seconded by: P. Squire

That the following actions be taken with respect to the Core Action Business Case (7A):

That Initiative 42 of Business Case 7A (Operating), Fund four-year Core Area "construction dollars" pilot program, in the amount of \$200,000 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): S. Lehman, and E. Peloza

**Motion Passed (12 to 1)**

Moved by: M. van Holst  
Seconded by: A. Kayabaga

That the following actions be taken with respect to the Core Action Business Case (7A):

That Initiative 45 of Business Case 7A (Operating), Activate spaces and places with bistro chairs and tables, in the amount of \$200,000 BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, S. Turner, and A. Kayabaga  
Nays: (5): S. Lewis, P. Squire, A. Hopkins, P. Van Meerbergen, and S. Hillier  
Absent: (1): E. Peloza

**Motion Passed (9 to 5)**

Moved by: A. Kayabaga  
Seconded by: M. Cassidy

That the following actions be taken with respect to the Core Action Business Case (7A):

That “new” Initiative of Business Case 7A (Operating), Invest in Dundas Place, in the amount of \$1,200,000 BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and A. Kayabaga  
Nays: (3): P. Squire, P. Van Meerbergen, and S. Hillier  
Recuse: (1): S. Lehman  
Absent: (1): E. Peloza

**Motion Passed (10 to 3)**

Moved by: P. Squire  
Seconded by: A. Kayabaga

That the following actions be taken with respect to the Core Action Business Case (7A):

That Initiative 22 of Business Case 7A (Capital), Create new housing units with supportive living arrangements, in the amount of \$5,000,000 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (1): P. Van Meerbergen  
Absent: (1): E. Peloza

**Motion Passed (13 to 1)**

Moved by: P. Van Meerbergen  
Seconded by: M. van Holst

That the following actions be taken with respect to the Core Action Business Case (7A):

That Initiative 29 of Business Case 7A (Capital), proactive by-law enforcement, in the amount of \$50,000 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (2): J. Helmer, and P. Squire  
Absent: (1): E. Peloza

**Motion Passed (12 to 2)**

Moved by: S. Lewis  
Seconded by: A. Hopkins

That the following actions be taken with respect to the Core Action Business Case (7A):

That “new” Initiative of Business Case 7A (Capital), Invest in Dundas Place, in the amount of \$200,000 BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and A. Kayabaga  
Nays: (3): P. Squire, P. Van Meerbergen, and S. Hillier  
Absent: (1): E. Peloza

**Motion Passed (11 to 3)**

Moved by: Mayor E. Holder  
Seconded by: A. Kayabaga

That the following actions be taken with respect to the Core Action Business Case (7A):

That the Balance of Business Case 7A – Administratively Prioritized Balance of Full Core Action Plan in the amounts of \$3,620,000 (Operating) and \$2,015,000 (Capital) BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (2): P. Squire, and P. Van Meerbergen  
Absent: (1): E. Peloza

**Motion Passed (12 to 2)**

Moved by: S. Lewis  
Seconded by: M. Cassidy

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE CONSIDERED at this time:

- xii. Business Case 10A – HDC Funding for Affordable Housing -  
2020-2023 Total: Investment \$850,000; Net Levy \$850,000
- xv. Business Case 12 – LMCH Infrastructure Gap – 2020-2023 Total:  
Investment \$15,518,000; Net Levy \$5,000,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (1): J. Morgan  
Absent: (1): E. Peloza

**Motion Passed (13 to 1)**

Moved by: S. Lewis  
Seconded by: A. Kayabaga

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xv. Business Case 12 – LMCH Infrastructure Gap – 2020-2023 Total: Investment \$15,518,000; Net Levy \$5,000,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

Moved by: M. Salih  
Seconded by: M. Cassidy

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xii. Business Case 10A – HDC Funding for Affordable Housing - 2020-2023 Total: Investment \$850,000; Net Levy \$850,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

Moved by: J. Helmer  
Seconded by: M. Cassidy

That this session of the meeting continue until 5:00 PM, at which time the committee will recess.

Yeas: (10): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, and A. Kayabaga  
Nays: (3): P. Squire, S. Turner, and S. Hillier  
Absent: (2): Mayor E. Holder, and E. Pelozza

**Motion Passed (10 to 3)**

Moved by: S. Hillier  
Seconded by: S. Lewis

That consideration of Business Cases 3A, 3B, 3C (Back to the River Business Cases) and 8 (Dearness Home Auditorium Expansion) BE REFERRED to later in the meeting agenda, to be heard at the end of item 4.13.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

Moved by: S. Turner  
Seconded by: A. Kayabaga

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

i. Business Case 1 – 60% Waste Diversion Action Plan – 2020-2023 Total: Investment \$17,600,000; Net Levy \$17,600,000

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (2): M. van Holst, and P. Van Meerbergen  
Absent: (1): E. Peloza

**Motion Passed (12 to 2)**

Moved by: A. Kayabaga  
Seconded by: M. Cassidy

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

ii. Business Case 2 – Affordable Housing Community Improvement Plan – 2020-2023 Total: Investment \$4,772,000; Net Levy \$772,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (1): S. Lehman  
Absent: (1): E. Peloza

**Motion Passed (13 to 1)**

Moved by: S. Lewis  
Seconded by: J. Morgan

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

vi. Business Case 4A – City of London Infrastructure Gap – 2020-2023 Total: Investment \$3,000,000; Net Levy \$3,000,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Absent: (1): E. Peloza

**Motion Passed (14 to 0)**

Moved by: M. Salih  
Seconded by: A. Hopkins

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

vii. Business Case 5A – Climate Emergency Declaration – Develop Action Plan – 2020-2023 Total: Investment \$50,000; Net Levy \$0

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and A. Kayabaga  
Nays: (1): P. Van Meerbergen  
Absent: (2): E. Peloza, and S. Hillier

**Motion Passed (12 to 1)**

Moved by: M. Salih  
Seconded by: Mayor E. Holder

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

viii. Business Case 6 – Coordinated Informed Response – 2020-2023 Total: Investment \$6,703,000; Net Levy \$6,703,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Absent: (1): E. Peloza

**Motion Passed (14 to 0)**

Moved by: M. Salih  
Seconded by: S. Hillier

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xi. Business Case 9 – Fanshawe College Innovation Village – 2020-2023 Total: Revised Investment \$1,500,000; Net Levy \$0; it being noted that Fanshawe College will be requested to provide annual updates with respect to this project.

Moved by: J. Helmer  
Seconded by: Mayor E. Holder

That consideration of Business Case 9, Fanshawe College Innovation Village BE REFERRED to later in the meeting, to be considered prior to the Land Ambulance Operating Budget.

Yeas: (10): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (4): S. Lewis, J. Morgan, S. Lehman, and E. Peloza  
Recuse: (1): P. Van Meerbergen

**Motion Passed (10 to 4)**

Moved by: M. Salih  
Seconded by: E. Pelozza

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xiii. Business Case 11A – Information Systems – Development Application Tracking Software – 2020-2023 Total: Investment \$3,900,000; Net Levy \$0

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Salih  
Seconded by: S. Turner

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xiv. Business Case 11B – Information Systems – Human Capital Management System – 2020-2023 Total: Investment \$1,230,000; Net Levy \$732,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Turner  
Seconded by: E. Pelozza

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xvi. Business Case 13 – Master Accommodation Plan – 2020-2023 Total: Investment \$13,000,000; Net Levy \$0

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (2): P. Squire, and P. Van Meerbergen

**Motion Passed (13 to 2)**

Moved by: Mayor E. Holder  
Seconded by: S. Lehman

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xvii. Business Case 14 – Operations Master Plan 2020 – 2020-2023 Total: Investment \$5,118,000; Net Levy \$0

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: P. Squire  
Seconded by: M. Salih

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xviii. Business Case 15 – Subsidized Transit Program – 2020-2023 Total: Investment \$3,608,000; Net Levy \$964,000

Moved by: P. Squire  
Seconded by: M. Salih

Motion to approve youth bus pass portion:

That the following BE APPROVED, with respect to Business Case 15 - Subsidized Transit Program:

Total investment for youth bus passes: \$1,020,212

Net levy for youth: \$260,777

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Recuse: (1): E. Pelozo

**Motion Passed (14 to 0)**

Moved by: P. Squire  
Seconded by: M. Salih

Balance of Business Case 15

That the following BE APPROVED, with respect to Business Case 15 - Subsidized Transit Program:

Total remaining costs: \$2,587,788

Net levy for remaining: \$703,223

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: Mayor E. Holder

Seconded by: A. Hopkins

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xix. Business Case 16 – T-Block Replacement/New Storage Building – 2020-2023 Total: Investment \$901,000; Net Levy \$0.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (1): J. Morgan

**Motion Passed (14 to 1)**

Moved by: M. Cassidy

Seconded by: A. Hopkins

That Business Case 3A BE REFERRED to a future update of the 2020-2023 Multi-Year Budget; it being noted that the London Community Foundation provided the attached communication related to this matter.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (1): S. Lewis

**Motion Passed (14 to 1)**

Moved by: M. Cassidy

Seconded by: A. Kayabaga

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

4.12 - iv. Business Case 3B – Back to the River – One River Environmental Assessment Management Implementation – 2020-2023 Total: Investment \$1,250,000; Net Levy \$0

4.12 - v. Business Case 3C – Back to the River – SoHo Environmental Assessment – 2020-2023 Total: Investment \$500,000; Net Levy \$0

Yeas: (14): 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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): Mayor E. Holder

**Motion Passed (14 to 0)**

Moved by: E. Pelozza

Seconded by: S. Hillier

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

x. Business Case 8 – Dearness Home Auditorium Expansion - 2020-2023 Total: Investment \$2,456,000; Net Levy \$518,000

Yeas: (14): 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. Pelozo, A. Kayabaga, and S. Hillier  
Absent: (1): Mayor E. Holder

**Motion Passed (14 to 0)**

Moved by: M. Salih  
Seconded by: S. Hillier

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

xi. Business Case 9 – Fanshawe College Innovation Village – 2020-2023 Total: Revised Investment \$1,500,000; Net Levy \$0; it being noted that Fanshawe College will be requested to provide annual updates with respect to this project.

Moved by: J. Helmer  
Seconded by: M. Salih

That the motion related to Business Case 9, Fanshawe College Innovation Village, BE AMENDED to reflect a funding amount of \$2,500,000, with the funding to be paid over ten years (\$250,000 annually from the reserve fund).

Yeas: (9): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (5): M. van Holst, S. Lewis, P. Squire, A. Hopkins, and E. Pelozo  
Recuse: (1): P. Van Meerbergen

**Motion Passed (9 to 5)**

Moved by: M. Salih  
Seconded by: S. Hillier

Main motion, as amended, with respect to Business Case 9 in the amount of \$2,500,000, over ten years.

Yeas: (10): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (4): S. Lewis, P. Squire, A. Hopkins, and E. Pelozo  
Recuse: (1): P. Van Meerbergen

**Motion Passed (10 to 4)**

4.13 Business Cases for Additional Investment - For Consideration

**That the following 2020-2023 Multi-Year Budget business cases for additional investment for Council's consideration BE APPROVED:**

- i. Business Case 4B – City of London Infrastructure Gap – revised 2020-2023 Total Investment \$7,500,000; Net Levy - \$7,500,000**
- ii. Business Case 5B – Climate Emergency Declaration – Implementation – 2020-2023 Total: Investment \$1,295,000; Net Levy \$1,044,000**
- iii. Business Case 7B – Core Area Action Plan – 2020-2023 Total: Investment \$5,375,000; Net Levy \$1,700,000**
  - A) Business Case 7B – Initiative 23 – Core Action Plan (Operating) – Expand case management approach for helping vulnerable population - \$700,000**

- B) Business Case 7B – Initiative 25 – Core Action Plan (Operating) – Create four-year Core Area Ambassador pilot program - \$2,875,000; it being noted that this matter will be funded from the 2019 Operating Budget surplus**
- C) Business Case 7B – Initiative 42 – Core Action Plan (Operating) – Fund four-year Core Area “construction dollars: pilot program - \$200,000; it being noted that this matter will be funded from the Economic Development Reserve Fund**
- D) Business Case 7B – Initiative 43 – Core Action Plan (Operating) – Experiment with temporary free parking - \$600,000; it being noted that this matter will be funded from the 2019 Operating Budget Surplus**
- E) Business Case 7B – Initiative 50 – Core Action Plan (Operating) – Establish new Core Area garbage and recycling collection program - \$100,000**
- F) Business Case 7B – Initiative 54 – Core Action Plan (Operating) – Provide grants to implement safety audit recommendations on privately-owned property through Core Area Community Improvement Plan - \$300,000**
- G) Business Case 7B – Initiative 55 – Core Action Plan (Operating) – Provide grants to implement safety audit recommendations on public property - \$600,000**
- iv. Business Case 10B – HDC Funding for Affordable Housing – 2020-2023 Total: Investment \$2,800,000; Net Levy \$2,800,000**
- v. Business Case 17A – Community Improvement Plan – Community Building Projects – 2020-2023 Total: Investment \$160,000; Net Levy \$160,000**
- vi. Business Case 17B – Community Improvement Plan – Land Acquisition – 2020-2023 Total: Investment \$400,000; Net Levy \$0; it being noted that the one-time additional funding shall be the 2019 Operating Budget Surplus transferred to the Land Acquisition Reserve Fund**
- vii. Business Case 18 – LMCH Co-Investment with CMHC – 2020-2023 Total: Investment \$20,229,000; Net Levy \$7,777,000**
- viii. Business Case 19 – LMCH Operating Staffing & Security – 2020-2023 Total: Investment \$6,941,000; Net Levy \$5,675,000**
- ix. Business Case 20 – London Public Library – Collections – 2020-2023 Total: Investment \$600,000; Net Levy \$0; it being noted that the funds are to be allocated for the purpose of an enhanced level of targeted purchasing for high-demand materials; it be further noted that the source of funding shall be the surplus fund forwarded to the budget process; it being further noted that the London Public Library is currently undertaking a variety of efforts with respect to recent increases to collections costs.**
- x. Business Case 21 – Regeneration of Public Housing – 2020-2023 Total: Investment \$5,250,000; Net Levy \$5,250,000**
- xii. Business Case 23 – Street Light Local Improvement – 2020-2023 Total: Investment \$832,000; Net Levy \$512,000**
- xiii. Business Case 24 – WiFi in Recreation Centres for the Public – 2020-2023 Total: Investment \$155,000; Net Levy \$0 ; it being noted that the matter shall be funded from the Efficiency, Effectiveness and Economic Reserve (EEE); it being noted that the Parks and Recreation staff, in partnership with Information and Technology Services staff are to develop a plan for sponsorship and advertising opportunities, in accordance with the City of London’s Corporate Sponsorship and Advertising Policy, of the proposed WiFi service with the intent that the revenues generated from the sponsorship and advertising be directed to repay the capital cost for the EEE Reserve**
- xiv. Business Case 25 – Winter Maintenance Program Support - Sidewalks/Bus Stops – 2020-2023 Total: Investment \$2,220,000; Net Levy \$2,220,000**

**Motion Passed**

Voting Record:

Moved by: M. Salih  
Seconded by: S. Lewis

That Initiative 23 of Business Case 7B (Operating), Expand case management approach for helping vulnerable populations, in the amount of \$700,000 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (1): P. Van Meerbergen  
Absent: (1): E. Pelosa

**Motion Passed (13 to 1)**

Moved by: J. Helmer  
Seconded by: M. Cassidy

That Initiative 25 of Business Case 7B (Operating), Create four-year Core Area Ambassador pilot program, in the amount of \$2,875,000 BE APPROVED.

**Amendment:**

Moved by: J. Helmer  
Seconded by: J. Morgan

That Initiative 25 of Business Case 7B (Operating), four-year Core Area Ambassador pilot program, in the amount of \$2.875 million, BE AMENDED to be funded from the 2019 operating budget surplus.

Yeas: (12): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (2): S. Lewis, and P. Van Meerbergen  
Absent: (1): E. Pelosa

**Motion Passed (12 to 2)**

Moved by: J. Helmer  
Seconded by: M. Cassidy

That Initiative 25, of Business Case 7B (Operating), Core Area Ambassador Pilot Program, in the amount of \$2,875,000, as amended (revised source of funding) BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, and A. Kayabaga  
Nays: (4): S. Lewis, S. Lehman, P. Van Meerbergen, and S. Hillier  
Absent: (1): E. Pelosa

**Motion Passed (10 to 4)**

Moved by: A. Kayabaga  
Seconded by: S. Turner

That Initiative 42 of Business Case 7B (Operating), Fund four-year Core Area “construction dollars” pilot program, in the amount of \$200,000 BE APPROVED.

**Amendment:**

Moved by: S. Lewis  
Seconded by: S. Hillier

That Initiative 42 of Business Case 7B (Operating), Fund four-year Core Area “construction dollars” pilot program, in the amount of \$200,000 BE AMENDED, to be funded from the Economic Development Reserve Fund.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Recuse: (1): S. Lehman  
Absent: (1): E. Peloza

**Motion Passed (13 to 0)**

Moved by: A. Kayabaga  
Seconded by: S. Turner

That Initiative 42 of Business Case 7B (Operating), as amended, be approved.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Recuse: (1): S. Lehman  
Absent: (1): E. Peloza

**Motion Passed (13 to 0)**

Moved by: S. Hillier  
Seconded by: S. Lewis

That Initiative 43 of Business Case 7B (Operating), Experiment with temporary free municipal parking, in the amount of \$600,000 BE APPROVED.

**Amendment:**

Moved by: J. Helmer  
Seconded by: J. Morgan

That Initiative 43 of Business Case 7B (Operating), Experiment with temporary free municipal parking, in the amount of \$600,000 BE AMENDED to fund the four-year initiative from the 2019 Operating Budget Surplus.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, A. Kayabaga, and S. Hillier  
Nays: (2): A. Hopkins, and S. Turner  
Absent: (1): E. Peloza

**Motion Passed (12 to 2)**

Moved by: S. Hillier  
Seconded by: S. Lewis

That Initiative 43, of Business Case 7B (Operating), as amended, BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, P. Van Meerbergen, A. Kayabaga, and S. Hillier  
Nays: (4): M. Cassidy, S. Lehman, A. Hopkins, and S. Turner  
Absent: (1): E. Pelozza

**Motion Passed (10 to 4)**

Moved by: A. Kayabaga  
Seconded by: J. Helmer

That Initiative 50 of Business Case 7B (Operating), Establish new Core Area garbage and recycling collection program, in the amount of \$100,000 BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (3): P. Squire, J. Morgan, and P. Van Meerbergen  
Absent: (1): E. Pelozza

**Motion Passed (11 to 3)**

Moved by: S. Turner  
Seconded by: A. Kayabaga

That Initiative 54 of Business Case 7B (Operating), Provide grants to implement safety audit recommendations on privately-owned property through Core Area Community Improvement Plan, in the amount of \$300,000 BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, S. Lehman, A. Hopkins, S. Turner, and A. Kayabaga  
Nays: (5): S. Lewis, P. Squire, J. Morgan, P. Van Meerbergen, and S. Hillier  
Absent: (1): E. Pelozza

**Motion Passed (9 to 5)**

Moved by: S. Turner  
Seconded by: S. Hillier

That Initiative 55 of Business Case 7B (Operating), Implement safety audit recommendations on public property, in the amount of \$600,000 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (1): J. Morgan  
Absent: (1): E. Pelozza

**Motion Passed (13 to 1)**

Moved by: Mayor E. Holder  
Seconded by: J. Helmer

That the Balance of Business Case 7B – For Consideration Balance of Full Core Action Plan in the amounts of \$2,900,000 (Operating) and \$1,500,000 (Capital) BE APPROVED.

Yeas: (6): Mayor E. Holder, M. Salih, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga

Nays: (8): M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (1): E. Peloza

**Motion Failed (6 to 8)**

Moved by: S. Lewis  
Seconded by: J. Helmer

That the following 2020-2023 Multi-Year Budget business cases for additional investment for Council's consideration BE APPROVED:

iv. Business Case 10B – HDC Funding for Affordable Housing – 2020-2023 Total: Investment \$2,800,000; Net Levy \$2,800,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (1): E. Peloza

**Motion Passed (13 to 1)**

Moved by: A. Kayabaga  
Seconded by: S. Lewis

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

vii. Business Case 18 – LMCH Co-Investment with CMHC – 2020-2023 Total: Investment \$20,229,000; Net Levy \$7,777,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (1): E. Peloza

**Motion Passed (13 to 1)**

Moved by: A. Hopkins  
Seconded by: S. Hillier

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

viii. Business Case 19 – LMCH Operating Staffing & Security – 2020-2023 Total: Investment \$6,941,000; Net Levy \$5,675,000

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Absent: (1): E. Peloza

**Motion Passed (14 to 0)**

Moved by: A. Kayabaga  
Seconded by: S. Lewis

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED

x. Business Case 21 – Regeneration of Public Housing – 2020-2023 Total: Investment \$5,250,000; Net Levy \$5,250,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (1): P. Van Meerbergen  
Absent: (1): E. Pelozza

**Motion Passed (13 to 1)**

Moved by: J. Helmer  
Seconded by: S. Lewis

That the following 2020-2023 Multi-Year Budget Business Case for additional investment for Council's consideration BE APPROVED:

i. Business Case 4B – City of London Infrastructure Gap – 2020-2023 Total: Investment \$17,563,000; Net Levy \$17,563,000

Moved by: S. Lewis  
Seconded by: S. Lehman

That consideration of Business Case 4B BE REFERRED until after consideration of the Land Ambulance Operating Budget.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (2): A. Hopkins, and S. Turner

**Motion Passed (13 to 2)**

Moved by: A. Kayabaga  
Seconded by: M. Salih

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

ii. Business Case 5B – Climate Emergency Declaration – Implementation – 2020-2023 Total: Investment \$1,295,000; Net Levy \$1,044,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga  
Nays: (2): P. Van Meerbergen, and S. Hillier

**Motion Passed (13 to 2)**

**Amendment:**

Moved by: S. Turner  
Seconded by: A. Kayabaga

That Business Case 5B – Climate Change Emergency Declaration - Implementation BE AMENDED to dedicate the amounts to a Climate Change Reserve Fund, with sufficient latitude to allow for funds to be dedicated to projects on an adhoc basis upon Council approval.

Yeas: (4): M. Salih, A. Hopkins, S. Turner, and A. Kayabaga  
Nays: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Failed (4 to 11)**

Moved by: J. Morgan  
Seconded by: P. Squire

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

That the following actions be taken with respect to Business Case 20 – London Public Library – Collections – 2020-2023 Total Investment \$600,000; Net Levy \$600,000:

- a) a one-time amount of \$600,000 BE ALLOCATED to the London Public Library, for the purpose of an enhanced level of targeted purchasing for high-demand materials;
- b) the source of funding for the above-noted \$600,000 be the surplus funds forwarded to the budget process.

it being noted that the London Public Library is currently undertaking a variety of efforts with respect to recent increases to collections costs.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (2): P. Van Meerbergen, and S. Turner

**Motion Passed (13 to 2)**

Moved by: M. van Holst  
Seconded by: A. Kayabaga

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

v. Business Case 17A – Community Improvement Plan – Community Building Projects – 2020-2023 Total: Investment \$160,000; Net Levy \$160,000

Yeas: (8): M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (7): Mayor E. Holder, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and E. Pelozza

**Motion Passed (8 to 7)**

Moved by: M. van Holst  
Seconded by: A. Kayabaga

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

vi. Business Case 17B – Community Improvement Plan – Land Acquisition – 2020-2023 Total: Investment \$400,000; Net Levy \$400,000

**Amendment:**

Moved by: J. Helmer  
Seconded by: M. van Holst

That Business Case 17B BE AMENDED to provide one-time additional funding for land acquisition in Business Case 17B, in the amount of

\$400,000, be transferred from the 2019 operating budget surplus to the Land Acquisition Reserve Fund

Yeas: (8): M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and A. Kayabaga

Nays: (7): Mayor E. Holder, S. Lewis, P. Squire, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Passed (8 to 7)**

Moved by: M. van Holst  
Seconded by: A. Kayabaga

That Business Case 17B – Community Improvement Plan – Land Acquisition – 2020-2023, as amended, BE APPROVED.

Yeas: (8): M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and A. Kayabaga

Nays: (7): Mayor E. Holder, S. Lewis, P. Squire, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Passed (8 to 7)**

Moved by: M. Salih  
Seconded by: S. Hillier

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

xi. Business Case 22 – Smart City Strategy – 2020-2023 Total: Investment \$466,000; Net Levy \$466,000

Yeas: (7): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, S. Turner, and A. Kayabaga

Nays: (8): S. Lewis, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Failed (7 to 8)**

Moved by: M. Salih  
Seconded by: S. Lewis

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

xii. Business Case 23 – Street Light Local Improvement – 2020-2023 Total: Investment \$832,000; Net Levy \$512,000

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Lewis  
Seconded by: E. Pelozza

That the following actions be taken with respect to "Business Case 24, WiFi in Recreation Facilities for Public Use":

a) "Business Case 24, WiFi in Recreation Facilities for Public Use" – 2020 – 2023 Total: Investment \$155,000; Net Levy \$0, BE APPROVED;

b) the Civic Administration BE DIRECTED to change the Source of Financing for the above-noted Business Case to the Efficiency, Effectiveness and Economy (EEE) Reserve; and,

c) the Parks and Recreation Services staff, in partnership with Information and Technology Services staff, BE DIRECTED to develop a plan for sponsorship and advertising opportunities, in accordance with the City of London's Corporate Sponsorship and Advertising Policy, of the proposed WiFi service with the intent that the revenues generated from sponsorship and advertising be directed to repay the capital cost to the EEE Reserve.

Moved by: S. Lewis

Seconded by: E. Pelozza

Motion to approve part a)

That the following actions be taken with respect to "Business Case 24, WiFi in Recreation Facilities for Public Use":

a) "Business Case 24, WiFi in Recreation Facilities for Public Use - 2020 – 2023 Total: Investment \$155,000; Net Levy \$0, BE APPROVED;

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (3): M. Cassidy, A. Hopkins, and S. Turner

**Motion Passed (12 to 3)**

Moved by: S. Lewis

Seconded by: E. Pelozza

Motion to approve parts b) and c)

That the following actions be taken with respect to "Business Case 24, WiFi in Recreation Facilities for Public Use":

b) the Civic Administration BE DIRECTED to change the Source of Financing for the above-noted Business Case to the Efficiency, Effectiveness and Economy (EEE) Reserve; and,

c) the Parks and Recreation Services staff, in partnership with Information and Technology Services staff, BE DIRECTED to develop a plan for sponsorship and advertising opportunities, in accordance with the City of London's Corporate Sponsorship and Advertising Policy, of the proposed WiFi service with the intent that the revenues generated from sponsorship and advertising be directed to repay the capital cost to the EEE Reserve.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, P. Squire, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozza, and S. Hillier

Nays: (5): M. Salih, J. Helmer, J. Morgan, A. Hopkins, and A. Kayabaga

**Motion Passed (10 to 5)**

Moved by: A. Kayabaga

Seconded by: M. Salih

That the following 2020-2023 Multi-Year Budget business case for additional investment for Council's consideration BE APPROVED:

xiv. Business Case 25 – Winter Maintenance Program Support – 2020-2023 Total: Investment \$4,220,000; Net Levy \$4,220,000.

Moved by: A. Kayabaga  
Seconded by: M. Salih

Business Case 25 – Winter Maintenance Program Support – 2020-2023 with respect to the residential streets portion of the Business Case, in the amount of \$2,000,000 (2020-2023) BE APPROVED.

Yeas: (3): M. Salih, A. Kayabaga, and S. Hillier

Nays: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, and E. Pelozo

**Motion Failed (3 to 12)**

Moved by: A. Kayabaga  
Seconded by: M. Salih

Business Case 25 – Winter Maintenance Program Support – 2020-2023 with respect to the sidewalks and bus stops portion of the Business Case, in the amount of \$2,220,000 (2020-2023) BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Nays: (1): A. Hopkins

**Motion Passed (14 to 1)**

Moved by: S. Lewis  
Seconded by: M. Cassidy

That the following 2020-2023 Multi-Year Budget business cases for additional investment that the Civic Administration has prioritized BE APPROVED:

- 4.13 - iv. Business Case 10B - HDC Funding for Affordable Housing
- 4.13 - vii. Business Case 18 – LMCH Co-Investment with CMHC – 2020-2023 Total: Investment \$20,229,000; Net Levy \$7,777,000
- 4.13 - viii. Business Case 19 – LMCH Operating Staffing & Security – 2020-2023 Total: Investment \$6,941,000; Net Levy \$5,675,000
- 4.13 - x. Business Case 21 – Regeneration of Public Housing – 2020-2023 Total: Investment \$5,250,000; Net Levy \$5,250,000

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Nays: (1): J. Morgan

Absent: (1): E. Pelozo

**Motion Passed (13 to 1)**

#### 4.14 2020-2023 Multi-Year Budget Overviews

Moved by: J. Helmer  
Seconded by: S. Lewis

**That the following 2020-2023 Multi-Year Budget overviews BE RECEIVED for information:**

- a) Reserve and Reserve Funds Overview (Page 150)
- b) Debt Overview (Page 158).

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

4.15 Reconciliation of the Tabled Budget to the Public Sector Accounting Board Financial Statement Budget

Moved by: J. Helmer  
Seconded by: Mayor E. Holder

**That the reconciliation of the tabled budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information. (Page 215)**

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

4.16 2020-2023 Multi-Year Budget - Additional Recommendations

Moved by: Mayor E. Holder  
Seconded by: J. Helmer

**That the following actions be taken with respect to the 2020-2023 Multi-Year Budget:**

a) the 2020-2023 corporate tax levy BE ADOPTED in the amount of \$2,684,600,789, which represents an approximate average annual increase of 3.9% from rates; and 2020-2023 gross expenditures equal to \$4,197,079,669;

b) the 2020 corporate tax levy BE ADOPTED in the amount of \$642,901,178 after recognizing \$9,868,280 of increased taxation from assessment growth; and 2020 gross expenditures equal to \$1,021,582,817;

c) the Civic Administration BE DIRECTED to bring forward any necessary by-laws regarding the operating and capital budgets for introduction at Municipal Council; and,

d) the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the City Clerk BE INSTRUCTED to prepare the 2020-2023 Tax Levy By-law for introduction and enactment by the Municipal Council at the appropriate time.

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (3): M. van Holst, P. Squire, and P. Van Meerbergen

**Motion Passed (12 to 3)**

4.17 Water and Wastewater & Treatment Services

**That the following actions be taken with respect to the 2020-2023 Operating Budgets and 2020-2023 Capital Budgets and associated forecasts for Water and Wastewater & Treatment Services:**

a) the 2020-2023 Operating Budget for Water Services BE ADOPTED as submitted (page 34 - \$356,452,000);

b) the 2020-2023 Capital Budget for Water Services BE ADOPTED as submitted (page 38 - \$200,773,000);

- c) the 2024-2029 Capital Forecast for Water Services be BE ADOPTED in principle (page 38 - \$278,507,000);  
it being noted that all rates and charges related to the provision of Water Services were increased by 2.5% effective January 1, 2020 as approved by Council on November 26, 2019;
- d) the 2020-2023 Operating Budget for Wastewater & Treatment Services BE ADOPTED as submitted (page 44 - \$447,650,000);
- e) the Civic Administration BE DIRECTED to take all necessary arrangements with respect to the rates and charges increases of 3.5%;
- f) the 2020-2023 Capital Budget for Wastewater & Treatment Services BE ADOPTED as submitted (page 45 - \$364,721,000);
- g) the 2024-2029 Capital Forecast for Wastewater & Treatment Services be BE ADOPTED in principle (page 49 - \$571,640,000);

it being noted that all rates and charges related to the provision of Wastewater & Treatment Services were increased by 2.5% effective January 1, 2020 as approved by Council on November 26, 2019.

h) the following 2020-2023 Multi-Year Budget overviews BE RECEIVED for information:

- i. Reserves/Reserve Funds Overview (Page 57)
- ii. Debt Overview (Page 63)

i) the reconciliations of the tabled budgets to the Public Sector Accounting Board financial statement budget BE RECEIVED for information (Water - Page 84 and Wastewater & Treatment - Page 88).

**Motion Passed**

Voting Record:

Moved by: S. Lewis

Seconded by: M. van Holst

That the following actions be taken with respect to the 2020-2023 Operating Budgets and 2020-2023 Capital Budgets and associated forecasts for Water and Wastewater & Treatment Services:

- i. the 2020-2023 Operating Budget for Water Services BE ADOPTED as submitted (page 34 - \$356,452,000);
- ii. the 2020-2023 Capital Budget for Water Services BE ADOPTED as submitted (page 38 - \$200,773,000);
- iii. the 2024-2029 Capital Forecast for Water Services be BE ADOPTED in principle (page 38 - \$278,507,000);  
it being noted that all rates and charges related to the provision of Water Services were increased by 2.5% effective January 1, 2020 as approved by Council on November 26, 2019.
- iv. the 2020-2023 Operating Budget for Wastewater & Treatment Services BE ADOPTED as amended (**\$447,650,000**);
- v. the Civic Administration BE DIRECTED to take all necessary arrangements with respect to the rates and charges increases of 3.5%;
- vi. the 2020-2023 Capital Budget for Wastewater & Treatment Services BE ADOPTED as submitted (page 45 - \$364,721,000);
- vii. the 2024-2029 Capital Forecast for Wastewater & Treatment Services be BE ADOPTED in principle (page 49 - \$571,640,000);

it being noted that all rates and charges related to the provision of Wastewater & Treatment Services were increased by 2.5% effective January 1, 2020 as approved by Council on November 26, 2019.

**Amendment:**

Moved by: S. Turner

Seconded by: E. Pelozza

That the wastewater and treatment rates and charges BE INCREASED in the amount of an additional 0.5% for each of the years 2021, 2022 and 2023.

Yeas: (7): M. Salih, J. Helmer, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and P. Van Meerbergen

**Motion Failed (7 to 8)**

Moved by: S. Lewis

Seconded by: M. van Holst

That the following actions be taken with respect to the 2020-2023 Operating Budgets and 2020-2023 Capital Budgets and associated forecasts for Water and Wastewater & Treatment Services:

iv. the 2020-2023 Operating Budget for Wastewater & Treatment Services BE ADOPTED as amended (\$447,650,000);

v. the Civic Administration BE DIRECTED to take all necessary arrangements with respect to the rates and charges increases of 3.5%;

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (3): M. van Holst, P. Van Meerbergen, and S. Turner

**Motion Passed (12 to 3)**

Moved by: S. Lewis

Seconded by: M. van Holst

That the following actions be taken with respect to the 2020-2023 Operating Budgets and 2020-2023 Capital Budgets and associated forecasts for Water and Wastewater & Treatment Services:

i. the 2020-2023 Operating Budget for Water Services BE ADOPTED as submitted (page 34 - \$356,452,000);

ii. the 2020-2023 Capital Budget for Water Services BE ADOPTED as submitted (page 38 - \$200,773,000);

iii. the 2024-2029 Capital Forecast for Water Services BE ADOPTED in principle (page 38 - \$278,507,000);

it being noted that all rates and charges related to the provision of Water Services were increased by 2.5% effective January 1, 2020 as approved by Council on November 26, 2019.

vi. the 2020-2023 Capital Budget for Wastewater & Treatment Services BE ADOPTED as submitted (page 45 - \$364,721,000);

vii. the 2024-2029 Capital Forecast for Wastewater & Treatment Services BE ADOPTED in principle (page 49 - \$571,640,000);

it being noted that all rates and charges related to the provision of Wastewater & Treatment Services were increased by 2.5% effective January 1, 2020 as approved by Council on November 26, 2019.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): S. Turner

**Motion Passed (14 to 1)**

Moved by: M. van Holst  
Seconded by: S. Lewis

That the following actions be taken with respect to the 2020-2023 Water and Wastewater and Treatment Services Budgets:

g) the following 2020-2023 Multi-Year Budget overviews BE RECEIVED for information:

- i. Reserves/Reserve Funds Overview (Page 57)
- ii. Debt Overview (Page 63) and,

h) the reconciliations of the tabled budgets to the Public Sector Accounting Board financial statement budget BE RECEIVED for information (Water - Page 84 and Wastewater & Treatment - Page 88)

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Confidential**

Moved by: M. van Holst  
Seconded by: P. Squire

That the Strategic Priorities and Policy Committee convene, In Closed Session, in order to receive advice that is subject to solicit client privilege.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier  
Nays: (1): E. Pelozo

**Motion Passed (14 to 1)**

The Strategic Priorities and Policy Committee convened, In Closed Session, from 3:10 PM to 3:21 PM, on January 30, 2020.

Moved by: J. Helmer  
Seconded by: Mayor E. Holder

That the Strategic Priorities and Policy Committee convene, In Closed Session, for the purpose of considering a matter related to identifiable individual(s), including municipal or local board employees and labour relations or employee negotiations.

Yeas: (15): Mayor E. Holder, 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. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

The Strategic Priorities and Policy Committee convenes, In Closed Session, from 11:21 AM to 11:36 AM, on February 6, 2020.

**7. Adjournment**

*January 30, 2020* - The Strategic Priorities and Policy Committee recessed at 4:28 PM; it being noted that the meeting will resume at 9:30 AM, Friday, January 31, 2020.

*January 31, 2020* - The Strategic Priorities and Policy Committee recessed at 4:51 PM; it being noted that the meeting will resume at 9:30 AM, Thursday, February 6, 2020.

*February 6, 2020* - The Strategic Priorities and Policy Committee recessed at 4:13 PM; it being noted that the meeting will resume at 9:30 AM, Friday, February 7, 2020.

*February 7, 2020* – The Strategic Priorities and Policy Committee recessed at 5:06 PM; it being noted that the meeting will resume at 9:30 AM, Thursday, February 13, 2020.

*February 13, 2020* - The Strategic Priorities and Policy Committee recessed at 10:06 PM; it being noted that the meeting will resume at 9:30 AM, Friday, February 14, 2020.

The meeting adjourned at 2:58 PM on February 14, 2020.



# 2020-2023 MULTI-YEAR BUDGET

City of London

## Budget Introduction

Strategic Priorities and Policy Committee  
January 30, 2020



### Agenda

- Recap: Budget Decision Points
- Potential Taxpayer Impact & Link to Tax Policy
- Key City of London Financial Principles
- Suggested Process for Budget Deliberations

## Recap: Budget Decision Points

## Recap: 2020-2023 Draft Average Annual Tax Levy Increase – Decision Points

Decision Points	Recommended	For Council's Consideration	Potential 2020-2023 Average Levy Increase
1A: Base Budget excluding Land Ambulance & Provincial Impacts	<b>2.3%</b>	-	<b>2.3%</b>
1B: Land Ambulance	<b>0.4%</b>	-	<b>0.4%</b>
2: Provincial Impacts	<b>0.1%</b>	<b>0.4%</b>	<b>0.5%</b>
Subtotal: Net Base Budget (Maintain Existing Service Levels)	<b>2.8%</b>	<b>0.4%</b>	<b>3.2%</b>
Decision Points	Administratively Prioritized	For Council's Consideration	Potential 2020-2023 Average Levy Increase
3: Potential Net Levy Reductions	-	<b>(0.2%)</b>	<b>(0.2%)</b>
4: Additional Investments	<b>0.6%</b>	<b>0.7%</b>	<b>1.3%</b>
Decision Points	Recommended/ Administratively Prioritized	For Council's Consideration	Potential 2020-2023 Average Levy Increase
<b>Total Tax Levy Increase</b>	<b>3.4%</b>	<b>0.9%</b>	<b>4.3%</b>

Subject to rounding.

Budgets to maintain current City services

Opportunities for additional investment & reduced investment

# Measures Already Taken to Minimize Proposed Tax Levy Increase (pg. 35)

Reduction	Annual Reduction by 2023 (\$M)	2020-2023 Average Tax Levy Impact*
Debt Servicing Costs	\$6.9	-0.3%
Reserve Fund Contributions (reductions outlined in Oct. 28 <sup>th</sup> SPPC report)	\$3.3	-0.1%
Anticipated Position Vacancy Savings	\$2.6	-0.1%
Elimination of Planned 2023 Increase to Capital Levy	\$2.1	-0.1%
Adjustments by Civic Service Areas	\$1.2	-0.0%
London Police Service Reduction to Original Budget Request	\$1.0	-0.0%
<b>Total Reductions Included in 2020-2023 Multi-Year Budget</b>	<b>\$17.1</b>	<b>-0.7%</b>

\* Rounded to the nearest one-tenth of one percent.

**Average annual tax levy increase for the Base Budget (including Land Ambulance and Provincial Impacts) would have been 3.9% instead of 3.2% without these adjustments.**

**Also excludes service review savings from the 2016-2019 Multi-Year Budget (\$4 million incremental for the 2016-2019 cycle)**

## Potential Taxpayer Impact & Link to Tax Policy

# Potential Average Annual Impact to Taxpayer

## 2020 - 2023 Multi-Year Budget - Impact to Tax Payers

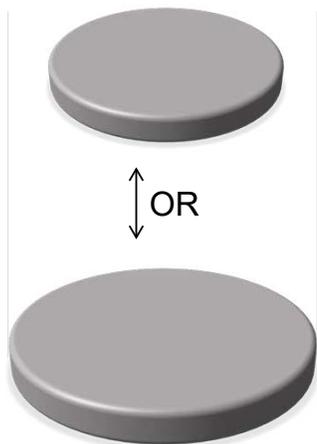
IMPACT TO TAX PAYERS	2019	2020	2021	2022	2023	2020-2023 AVERAGE
<b>AVERAGE ASSESSED RESIDENTIAL PROPERTY VALUE: 241,000</b>						
<b>Total Potential Increase</b>		5.3%	4.8%	3.6%	3.4%	4.3%
Additional Cost for Budget to Maintain Existing Service Levels		103	107	78	88	94
Business Cases 1 - 25: Additional Investments		66	39	35	23	41
Business Cases 26 - 34: Potential Net Levy Reductions		(17)	(2)	(1)	(2)	(6)
<b>Total Additional Impact:</b>		<b>152</b>	<b>144</b>	<b>112</b>	<b>109</b>	<b>129</b>
<b>Total Potential Cost of Municipal Services</b>	<b>2,842</b>	<b>2,994</b>	<b>3,138</b>	<b>3,250</b>	<b>3,359</b>	<b>3,185</b>

Subject to rounding. Impact to Taxpayers calculated based on the average assessed value of \$241,000 for a residential property (excludes education portion and impacts of future tax policy).

Each 1% represents approximately \$30/year to the average taxpayer

# Budget vs. Tax Policy - Illustrated

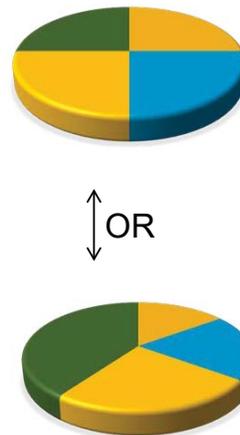
## NET BUDGET



“How big is the pie?”

Aggregate amount to be funded by taxpayers

## TAX POLICY



“How is the pie sliced?”

Between property classes: residential, multi-residential, commercial, industrial, etc.

# Property Tax Calculation

## NET BUDGET

To be funded through property taxes



**FIXED**

## ASSESSED VALUE

For each property class



**INCREASE**



**DECREASE**

**For a more detailed illustration:**

How Your Property Tax is Calculated

<http://www.london.ca/city-hall/budget-business/budget/Pages/Finance-Flicks.aspx>

## Key Financial Principles (pg. 22)

- View tax levy requirements on a long term basis (four year average) rather than focusing solely on a short-term annual basis.
- Use one-time money for one-time costs – using reserve funds to pay for ongoing costs for one year just delays the tax levy impact by one year.
- Alternate sources of revenue should be considered to cover only those expenses that are linked to them. If the revenue disappears, so does the expense.
- Council should avoid taking on services/programs where there is pressure to “fill in” for services/programs that have been reduced or discontinued by other levels of government.

## Key Financial Principles (pg. 22) – cont'd

- When approving new initiatives, consider the total cost of the project, cash flow, operating costs after the initial completion of capital requirements, and the benefits to the community.
- Avoid taking on more/new services without reviewing business cases and considering long term exit strategies.
- The City of London should determine its own capital priorities. New infrastructure programs introduced by the federal and/or provincial governments should be assessed relative to the capital needs and priorities of the City and ability to fund these initiatives.

- Ensure reserves and reserve funds are kept at an adequate level.
  - NOTE: Reserve fund forecasts in budget document do not include the impact of draws required to fund additional investment business cases – up to \$61M by 2023 if all business cases are approved!
- Strategic use of reserves/reserve funds to phase in expenditure impacts over a four-year budget, if necessary, should be removed, at minimum, by the last year of the Multi-Year-Budget period.
- Debt is appropriate for certain large-scale growth and service improvement projects to ensure inter-generational equity, but generally should be avoided for lifecycle renewal projects.

## Suggested Process for Budget Deliberations

1) Review and approve 2020-2023 operating budgets, 2020-2023 capital budgets and 2024-2029 capital forecasts for:

- Culture
- Economic Prosperity
- Environmental Services
- Parks, Recreation & Neighbourhood Services
- Planning and Development Services
- Protective Services
- Social & Health Services
- Transportation Services
- Corporate, Operational & Council Services
- Financial Management

Includes decision points on provincial impacts

- 2) Review business cases for potential reductions
- 3) Review business cases for additional investments
- 4) Review and approve budget “housekeeping” recommendations
- 5) Review and approve Water and Wastewater and Treatment budgets

- Through the 2019 Mid Year Operating Budget Monitoring Report, Council resolved that the year-end property tax surplus, if any, be allocated to the Operating Budget Contingency Reserve to be used to smooth the impact of budgetary pressures associated with Provincial funding and cost-sharing changes impacting the MYB
  - Mid-year surplus projection was \$4.5 million
  - Has not currently been included in the draft budget
- Tax levy model will be utilized to illustrate the impact of potential changes and track the future tax levy impact of budget decisions as they are made



## 2020-2023 **MULTI-YEAR BUDGET** City of London



[LondonCanada](#)



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[@CityofLdnOnt](#) [#LdnBudget](#)



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



[getinvolved.london.ca](http://getinvolved.london.ca)

Your community.  
Your foundation.



**Subject:** Request of Members of Council Regarding BTTR

February 13, 2020

To: Mayor Ed Holder, Mr. Josh Morgan and Members of City Council

CC: Ms. Cathy Saunders, City Clerk  
Ms. Anna Lisa Barbon, City Treasurer  
Mr. Gregg Barrett, Acting City Planner  
Mr. Fred Galloway, London Community Foundation  
Mr. John Nicholson, London Community Foundation  
Mr. Greg Playford, London Community Foundation

**RE: For consideration regarding budget discussion of the Back to the River (BTTR) Inaugural Project**

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London Community foundation is very appreciative of the dialogue that has gone on so far in the multi - year budget for the city and commend all involved for the enormous amount of work and intellectual input to this process. We salute you.

We are aware that council is facing numerous and huge demands to plan for the next several years in city building that improve and affect change and stability. BTTR, we know has been an issue that many of this council have struggled with. LCF remains committed to this inaugural project at the Forks. BTTR remains a priority for community mobilization and civic pride for London that we will continue to support. We have also communicated that LCF is committed, along with partners and donors, to affordable housing through the core and will remain focused on this in the core and the city at large.

We would like to request once again that the discussion of keeping the Forks inaugural project in this multi- budget be kept a priority.

We have been in discussion with the developer who has acquired properties at 399 King Street and 50 Ridout Street. We believe that our proposal for the development of the Forks of the Thames inaugural project, which includes the approved conceptual plans for the outlook and terracing in this area, is integral to York developments plans in this area. We know that their design will be presented formally to council shortly.

York are aware that the City has been exploring options to redevelop this critical section of the City's core through the Back to the River initiative. There are three business cases before Committee for consideration of additional investment as part of the budget deliberations that are competing with many other worthy initiatives for funding.

***Therefore, LCF is asking that council in their current deliberations on business case three (parts A, B and C) be referred back to work with York in putting our combined best foot forward.***

We agree with this developer that their property needs to complement and expand the public experience on this key section of London's downtown green space.

As you have seen in the letter of support from York Developments, they too wish to see this project funded. We believe that this brings some natural efficiencies to the city's commitment that are significant to the city's plan for a vibrant and robust core of downtown. If economic growth and prosperity for all Londoners is important, this investment is a truly visionary step in the right direction.

Your community.  
Your foundation.



LCF has stewarded several philanthropists for many years who want to contribute to this project. It would be unfortunate to lose this support for something that could be so visionary.

Respectfully submitted,

A handwritten signature in black ink that reads "Martha Powell".

Martha Powell, President and CEO, London Community Foundation

# Strategic Priorities and Policy Committee Report

6th Meeting of the Strategic Priorities and Policy Committee  
February 12, 2020

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozo, A. Kayabaga

ABSENT: M. Salih, S. Turner, S. Hillier

ALSO PRESENT: M. Campbell (Odgers), J. Robarts (Odgers), C. Saunders and B. Westlake-Power

**1. Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

**2. Consent**

None.

**3. Scheduled Items**

None.

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

None.

**6. Confidential (Enclosed for Members only.)**

That the Strategic Priorities and Policy Committee convene, In Closed Session, for the purpose of considering matters pertaining to personal matters about identifiable individuals, including municipal or local board employees.

**Motion Passed**

The Strategic Priorities and Policy Committee convenes, In Closed Session from 9:16 AM to 5:15 PM.

**7. Adjournment**

The meeting adjourned at 5:16 PM.

# Strategic Priorities and Policy Committee

## Report

7th Meeting of the Strategic Priorities and Policy Committee  
February 13, 2020

**PRESENT:** 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. Pelozo, A. Kayabaga, S. Hillier

**ALSO PRESENT:** L. Livingstone, B. Baar, A.L. Barbon, B. Card, S. Chambers, S. Datars Bere, J. Davies, A. Dunbar, M. Galczynski, G. Kotsifas, S. Mathers, J. P. McGonigle, J. Millson, K. Murray, D. O'Brien, A. Rammeloo, M. Ribera, C. Saunders, M. Schulthess, C. Smith, J. Taylor, B. Westlake-Power, P. Yeoman

The meeting was called to order at 6:03 PM.

### 1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in matters associated with the funding for the Middlesex London Health Unit (MLHU), by indicating that the MLHU is his employer. Councillor S. Turner further discloses a pecuniary interest in matters associated with children's services, specifically with funding for Childreach, by indicating that his spouse is employed by Childreach.

Councillor J. Helmer discloses a pecuniary interest in the golf operating budget, by indicating that his father is an employee of the National Golf Course Owners Association, and the City is a member of the Association.

### 2. Consent

None.

### 3. Scheduled Items

#### 3.1 Not to be heard before 6:00 PM - Public Participation Meeting - 2020-2023 Multi-Year Budget

Moved by: Mayor E. Holder  
Seconded by: M. Salih

That the following written submissions for the 2020-2023 Multi-Year Budget 2020 Public Participation Meeting BE RECEIVED for consideration by the Municipal Council as part of its Multi-Year Budget approval process:

- a) a communication dated January 28, 2020 from J. Larsh, Chair, Argyle Community Association;
- b) a communication from K. Taylor, S. Dolan and A. Leistra;
- c) a communication dated January 24, 2020 from C. West, All Aboard St. Marys and AllRoads Dodge Chrysler Jeep Limited;
- d) a communication dated January 27, 2020 from S. Yeo, Assistant Executive Director, Anova;
- e) a communication from C. Dunne, USC Vice President;
- f) a communication dated January 30, 2020 from A. Longhurst;
- g) a communication from D. Hall, Executive Director, London CycleLink;
- h) a communication from N. Needham, Executive Director, South London Neighbourhood Resource Centre;

- i) a communication dated February 11, 2020 from B. Cowie, PhD Earth and Planetary Sciences, London Bicycle Cafe;
- j) a communication from the Advisory Committee on the Environment;
- k) a communication dated February 11, 2020 from C. Stewart, Project Manager Employment Sector Council;
- l) a communication dated February 12, 2020 from D. Sheppard, Executive Director, ReForest London;
- m) a communication dated February 10, 2020 from M. A. Dowding, Board Chair, Fanshawe, Pioneer Village, London & Middlesex Heritage Museum;
- n) a communication dated February 12, 2020 from N. Forero, Immploy Project Manager;
- o) a communication from M. Does;

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

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
 Absent: (1): S. Lewis

**Motion Passed (14 to 0)**

Moved by: E. Pelozza  
 Seconded by: A. Hopkins

Motion to open the Public Participation Meeting.

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
 Absent: (1): S. Lewis

**Motion Passed (14 to 0)**

Moved by: M. Salih  
 Seconded by: M. van Holst

Motion to close the Public Participation Meeting.

Yeas: (15): Mayor E. Holder, 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. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

The meeting adjourned at 8:07 PM.

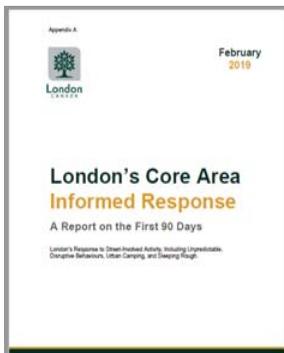
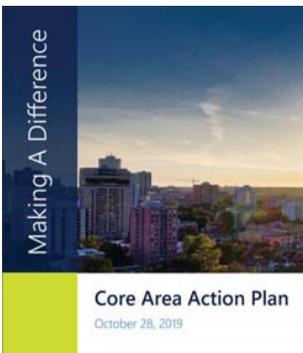
## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.1 2020-2023 Multi-Year Budget – Public Participation

- D. Szoller (Advisory Committee on the Environment) – speaking in favour of greenhouse gas reduction milestones; noting support for business case 1, particularly with respect to the introduction of a green bin program, and support for business cases 7A and 7B.
- J. Pastorius, Old East Village BIA – speaking in support of the Core Area Action Plan initiatives, particularly those that support businesses, as per the attached presentation.
- G. Brumitt, D. Hill, C. Jamieson and Chesney (Nokee Kwe Employment and Education Centre/Positive voice) – speaking in support of the continuation of the community grant funding and sharing some experiences and stories in support of that funding, in accordance with the attached communication.
- Luis – speaking in support of those who are not able to attend, and sharing his experience and difficulties in securing employment that requires owning a vehicle, and suggesting that vehicle ownership is a necessity in London.
- M. Metcalf – speaking in favour of additional support approved for the London Transit Commission; speaking in support of business cases 7A and 7B, as well as the street lighting program.
- S. Shrum (Employment Sector Council, Pathways) – speaking in support for funding for the Employment Sector Council by advising how they assist to keep residents in London and being a partner for the City of London.
- Hailey – requesting support for the cycling master plan and contributions to this endeavour, noting that the current contributions are not adequate.
- W. Rogers, St. James Street – encouraging avoidance of taking on services that have been reduced or discontinued by other levels of government or using non-permanent funding; noting support for continued wifi hot-spot lending and additional matters within the budget; and suggesting alternatives for homeowners who may wish to assist with housing, in accordance with the attached communication.
- Remarra – noting that she is appalled that Council would approve \$2 million for Theatre London renovations during a housing and addiction crisis; noting a ‘food desert’ in downtown London; sharing her housing story including being moved to housing that is a walk-up and she is a senior; suggesting that pedestrians require additional room to navigate areas.
- C. Deschenes – speaking in support of climate change emergency initiatives and the green bin program, as noted in the attached communication; and suggesting that additional work needs to be done to reduce CO2 emissions.
- K. Wright (London Community Dental Alliance) – requesting support for oral healthcare clinic, with specific reference to the barriers facing people needing dental care.
- N. Spriet (Chair, Pillar Network) – speaking in support the continued contributions and availability of the community grants program, particularly noting the stability that the multi-year funding can provide, in accordance with the attached communication.
- Lacey – suggesting that the indigenous population is under-represented in the city in London, and are specifically excluded from services.

- S. Pillon and M. Easton (Women in Politics) – suggesting that the budget is not explicit enough with respect to the strategic initiative to make London a safe place for women and girls; noting that a report will be coming forward to Council related to the UN safe city initiative.
- A. Harvey (Student, Antler River Rally) – speaking in support of the Back to the River revitalization project, and funding for river health projects (including but not limited to sewage separation).
- A. Valastro – speaking against increase of water rates, in addition to various water rates for residents that appear to be subsidizing other users including industry and multi-residential; encouraging full disclosure of all rates; noting opposition to the Back to the River projects.
- Julie and Jamie (Safe Space London) – speaking in favour of continuation of the community grant programs, at the current levels, but providing information related to the operation and importance of Safe Space London.
- M. Drost (L'Arche London) – speaking in support of continuation of the community grant programs, providing information as to how funds have been used by the organization.
- T. Cull – concurring with comments made by Antler River Rally, and in support of the climate emergency initiatives; sharing a poem written for the 2017 Resilience Conference.
- V. Van Linden – speaking in support of the direction in support of housing and initiatives in the core; requesting that Council not fund the Back to the River project in order to ensure that adequate funds are available for services.
- R. Bloomfield (Urban Roots London) – speaking in support of the direction to maintain the community grant program and requesting that funding for the program be increased; requesting the prioritization of vulnerable people in the budget expenditures.
- A. Cantell (ReForest London) – noting support for the continuation of the community grant program, and providing background for how organizations use a variety of sources to find funding.
- J. Rodger (Anova) – speaking in support of continued support of the community grant program, and providing information related to how organizations are also challenged to maintain supports; providing support for initiatives like UN Safe cities, and making London safe for women and girls, noting that these require funding.
- Resident – noting her volunteer work for the information of Council, and advising that she has been a client of Anova; requesting support for free transit, not free parking.
- M. Hodge – speaking in support of the funding for the climate change emergency initiatives; encouraging consideration of future projects with a low carbon impact and support for transit initiatives.
- Julia (Ward 4 Youth Councillor) - noting shock at some of the decisions, and indicating support for the continuation of the community grant program.
- L. George (Oneida Nation) – speaking in support of Positive Voice, and noting the need for continuation of the program; requesting that transit subsidy be continued.
- M. Horak – noting support for important programming that has been approved; noting the challenge of balancing this programming with capital costs; further noting the implications of planning decisions on urban density and infrastructure costs.
- M. Moussa – noting an objection to a tax increase in excess of 4% annually; noting that this task is not easy, but that the exercise is forcing people out of their homes.

Thank you!



## Those experiencing homelessness or health related issues need help



## People Need to Feel Safe and Secure



## People Need to Feel Safe and Secure



## Successful Business Environment



## Core Area Needs to Attract More People



## With Thanks!



February 12, 2020

City Clerk's Office  
Barb Westlake-Power, Deputy City Clerk  
300 Dufferin Avenue  
PO Box 5035  
London, ON N6A 1V5

Re: Delegation Status for Nokee Kwe's +Positive Voice at Feb. 13 Budget Public Participation Meeting

Dear Ms. Westlake-Power:

Gena Brumitt, President/Chair of London's Nokee Kwe nonprofit/charity; Danielle Hill and Colleen Jamieson, Co-Facilitators of Nokee Kwe's +Positive Voice program; and +Positive Voice program participants wish to formally request delegation status. We ask to be added to the Agenda at the Budget Public Participation Meeting (SPPC) schedule on February 13, 2020, to address the Budget as relates to the **City of London's Community Grants Program**. We understand that we will have a very limited time to speak.

London is nestled between several First Nations communities including Oneida Nation of the Thames, Munsee Delaware Nation and Chippewas of the Thames First Nation. Many Indigenous people choose to reside OFF-reserve, and live here in London.

According to the City of London website, London's Indigenous population **increased by 42%** from 2011 to 2016. The average age of the Indigenous population in London was 30.9 years, compared to 40 years for the non-Indigenous population.

**From Statistics Canada:**

Just under one-quarter (24%) of Indigenous people who lived in an urban area were in a low-income household in 2016. The number of First Nations people, Métis and Inuit living in cities has been growing for decades. In 2016, more than half of all Indigenous people in Canada lived in a metropolitan area.

In 2017, London's City Council established the Indigenous Relations Working Group, to work with Indigenous communities to implement Truth and Reconciliation Commission report recommendations where possible and appropriate, and **to work with local Indigenous peoples to determine how best to engage and collaborate with each other**. Also, human trafficking is a particular concern for Indigenous people since **Indigenous women make up about 50% of trafficking victims, despite representing only 4% of the Canadian population**.

As you finalize your multi-year budget deliberations, we would like to raise a concern for your consideration. On January 31, 2020, **Ward 2 City Councillor Shawn Lewis introduced a motion to cut funding in 2022-2023, for charities whose funding had been approved by the London Community Grants Program, in alignment with London's Strategic Plan**. Councillor Lewis also referenced earlier comments he had made on this matter in December 2019. **His motion was not successful, but we are concerned that a similar motion might be introduced before the final budget is approved**. We wish to speak to this concern, because we are one of the charities that would be materially impacted.

The London Community Grants Program requires that we only request partial funding. **However, that does not mean this approved funding is not essential.** When charities apply for grants like this one, it is not without significant planning.

Lewis states on his website:

*“When it comes to the “nice to haves”, Council MUST recognize that just because we planned for or we budgeted for something, doesn’t mean it is carved in stone. In past budget debates Councillors have gotten stuck on the idea that we must do something because we had previously planned to do it.”*

The problem with this “wide brushstroke” by Councillor Lewis is that the City of London has a reputation of **standing by its PROMISES. Charities who received notices of funding, relied on the information they received.** This is typical of what charities expect from GRANTORS - they normally understand that charities **rely on** important statements and approvals being accurate.

While we know that multi-year budget considerations are a weighty task, none of us expected that Council might potentially consider cutting major amounts such as a 50% reduction over two years (of four years of funding). For us, this would result in a loss of about \$50,000 over two years. Councillor Lewis’s proposed cuts could significantly impact the ability of certain charity programs of historic value to remain viable!

These proposed reductions are NOT cuts by the Province that were downloaded to the City. The grant we applied for is the City of London’s own Community Grants Program.

**One group that is of particular concern in the London area is urban Indigenous women.** They can suffer from a sense of social isolation living off-reserve, and experience distress due to the loss of their Indigenous culture.

**Urban Indigenous women, young and old, face challenges most Londoners can’t imagine.** After centuries of colonization and discrimination, it’s essential to close gaps and remove barriers, improve quality of life, expand economic opportunities and create comprehensive ways of achieving measurable change for these women through trust, understanding and respect, charting a path toward a brighter future for all.

**Nokee Kwe’s +Positive Voice** is an innovative program that supports the development of positive narratives and positive community connections by urban Indigenous women, 18 years and older, **who are pursuing a transition to employment or education. We are crushing stereotypes, and challenging the portrayal of urban Indigenous women through strength, resilience and accomplishment. Participants may be providing elder care to family members affected by residential schools, experiencing depleting energies, overcoming addiction, fleeing domestic violence, or overcoming human trafficking.**

**Positive Voice makes a BIG difference in the lives of the women this program serves.**

+Positive Voice is a 7-week bridging program that was piloted in London in September 2016. The women who participated received a camera, USB card reader and SD card to assist them in creating digital media. They interacted with guest speakers, Indigenous artists, and government officials. They created memes and infographics, took photos and wrote stories about their experience as Indigenous women. They received prints of their projects and created portfolios to use for future employment and education. Participants also received postcards of their work and a photo book filled with all the participants’ projects.

The program received its most recent funding in 2018 from the Ontario Trillium Foundation. Over the course of the program, participants are empowered to use media and various technologies to share their stories. The program aims to provide a safe space for the mentorship and empowerment of these women in our community. **We believe in the importance of sharing positive narratives to help build up the capacity of these women.**

**Women in the community came to us and told us what they needed, and we listened.** We learned that reliance on the system felt like standing on shifting sands, and personal experiences of victimization, misogyny, racial slurs, etc., led to negative self-talk and victimization. We designed a program specifically for urban indigenous women **based on their needs**. Successes are founded in participants' connections with their culture, and personal stories of strength, resilience and accomplishment.

The objective of the program is to engage with participants and help them to recognize their own abilities, and create positive connections with the Indigenous community and the community at large. **When they move on to employment, education, self-employment or other next-steps, the foundation pieces that they have learned to reinforce self-esteem, confidence, and their reservoir of accomplishments, are building blocks.**

**Participants make important connections that will allow them to move forward and find success in whatever they choose to do next.**

Nokee Kwe, incorporated in 1983, is an employment and education centre located in south London, operating all of its programs through an Indigenous lens. Nokee Kwe translates to 'working women' in Ojibway. This nonprofit charity was created in 1978 in response to the low employment rate of Indigenous women in the London area. Initially, Nokee Kwe employed women for 26 weeks, giving them a wage while they received instruction and training by the staff such as life skills training, education, technical training, career planning and job placement.

Today... Nokee Kwe offers multiple programs such as Career Directions, and Literacy & Basic Skills. We partner with many other agencies in the London area. We offer culturally sensitive, client-centred, holistic approaches in our work that focuses on identifying and finding solutions to employment and learning barriers. We continue to expand in order to fill important gaps in the educational and training needs of both the Indigenous and non-Indigenous populations in London and surrounding communities.

+Positive Voice and Mashkawizii ('He/She is Strong!' an Indigenous youth program) are programs that support the Indigenous population specifically. If anything, our objective is to GROW these successes, not diminish them!

+Positive Voice was awarded the 2017 Pillar Community Innovation Award and was a nominee for the 2017 Champion of Mental Health Awards. *"It's clear that you are doing really positive work with +Positive Voice,"* stated former MPP Deb Matthews at the announcement. *"It's having a positive impact on people: not just the individuals who participate, but their family, their children, their communities."*

Our efforts were recognized with the Pillar Community Innovation Award, the highest award for innovation in the non-profit sector for the London area, in November 2017 at an event attended by over 900 attendees. We received extensive media coverage related to our nomination and receiving the Pillar Community Innovation Award and a short documentary was created that publicized our program.

We partnered with the London Public Library and McIntosh Gallery in 2017 and 2018 to hold exhibits of the content created by participants in the program, including photography, stories, memes, infographics, beadwork, and tree of life sculptures. The exhibit openings included speeches by program participants, traditional dancing, spoken word, poetry, singing, and drumming. Attendees at the receptions included friends and family of the participants, community members, and patrons. The September 2017 exhibit received local and national news coverage. The exhibit opening in January 2018 was standing-room-only, and video footage of the opening recorded by a reporter from the London Free Press was viewed 4,388 times.

We also had booths at the Home County Festival, a music and arts festival in July 2017, and the Harvest Festival and Powwow at the Museum of Ontario Archaeology in September 2017. We created a pop-up art gallery and shared hundreds of postcards created by the women. These postcards have travelled all over the world from Europe to Australia to South America, sharing the positive portrayal of London-area Indigenous women and their accomplishments. We also shared their projects on Twitter, Facebook, and Instagram.

Check out +Positive Voice online at:

- <http://nokeekwe.ca/positive-voice/>
- [https://twitter.com/\\_PositiveVoice](https://twitter.com/_PositiveVoice)
- <https://www.facebook.com/positivevoiceatnokeekwe/>

Here are some links to articles that highlight the success of Nokee Kwe's +Positive Voice program:

- <https://lfpres.com/2017/01/10/positive-voice-program-at-nokee-kwe-in-london/wcm/d3e2ac4f-b7f5-3169-61d3-31e0fb8e2ab9>
- <https://www.cbc.ca/news/canada/london/london-ontario-positive-voice-women-1.5437838>
- <https://globalnews.ca/news/5418319/london-indigenous-solidarity-day-2/>
- <https://lfpres.com/2018/01/14/indigenous-women-tell-their-stories-find-themselves-through-photography/wcm/f7cd178f-0f1d-c913-2470-4145bb049ecd>
- <https://www.cbc.ca/news/canada/london/indigenous-women-nokee-kwe-positive-voice-1.4272623>
- <https://globalnews.ca/news/3876641/pillar-community-innovation-awards/>
- <https://alliance2030.ca/spreading-positivity-positive-voice/>

**+Positive Voice disrupts the narrative that exists in the media, of reliance on the system, victimhood, and diminished capacity. It is an HONOUR to hear these women's stories and share them. Working together, with right minds, we raise each other up.**

We are grateful for Nokee Kwe's +Positive Voice representatives to have the opportunity to speak to you about our concerns. Funding from the City of London's Community Grants Program is crucial to our operations over the next four years. Please do not make cuts to this LCG funding! If a motion to do so is on the table, we ask you to vote a resounding "NO."

Thank you!

Sincerely,

Gena Brumitt

President/Chair, Nokee Kwe

Copied to:

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. Pelozo, A. Kayabaga, S. Hillier, [jwalter@london.ca](mailto:jwalter@london.ca), [SPPC@london.ca](mailto:SPPC@london.ca)

Good Evening. My name is Walter Rogers and I reside at 675 St James Street, London

I acknowledge that we are meeting on aboriginal lands in the territory covered by the Upper Canada Treaties.

I would like to thank Council and Staff for the many hours of time and debate dealing with the budget and Business Cases and the arrangements made to include the public.

On that note, I would like to offer one observation on the process regarding public participation.

First, the draft of the Multi Year Budget and Business cases was highly available to the public.

However, the ability to track the deliberations of Council to date on the proposed budget was not, unless one watched or attending hours of meetings.

It is my understanding any Council votes regarding the budget prior to this final public participation meeting means those decisions need reconsideration at committee or full Council.

I encourage Council to keep an open mind and where needed reconsider their positions as they move to the final approval in March.

The Principles I considered in preparing my comments included:

a) Council should avoid taking on services where there is pressure to “fill in” for programs that have been reduced or discontinued by other levels of government

b) Ensure Reserve Funds are kept at an adequate level and

c) Strategic use of reserve funds to phase in expenditure impacts over a four-year budget, if necessary, should be removed, at minimum, by the last year of the Multi- Year Budget period

### **Culture- London Public Library**

Congratulations to those Councillors that supported to continue the Wi-Fi lending program by the London Public Library. This is one service that truly promotes diversity and inclusion within the community.

Now it is up to Council to approve the base budget for the Library to ensure that the current level of core services are provided and the library will have the ability to meet growing demands in the future.

### **Economic Prosperity- Tourism London**

There is still some uncertainty regarding the London Tourism Budget and the use of the Municipal Accommodation tax. One spending consideration for the tax is to assure the success of Dundas Place. The investment return in the flex street and Dundas Place can only be achieved with high quality community events. This will bring people Downtown and support local businesses.

### **Environmental Services- Garbage, Recycling & Composting**

The support of a curbside Green Bin Program is welcomed. The need now is to include all Londoners (including apartment buildings) as an important next step.

### **Protective Services - By law Enforcement and Property Standards**

The concern of homelessness continues to be a public safety and security concern in the community

I know the challenge of housing those in highest need in our community is an issue that cannot be fully addressed in my time allotted this evening.

I would like to suggest a review of our bylaws related to home renovations. Could we through regulations increase accommodations for those with highest needs by offering financial incentives to home owners willing to renovate with a commitment to participate in the wrap around services that could result in their tenant's success as they address their addictions, mental health or poverty challenges.

In many sections of the budget we refer to "affordable housing". This is not the solution for those on fixed incomes, social programs or living in shelters or on the streets. We need "housing and accommodations according to one's ability to pay".

Investment in ability to pay housing and wrap around services for those in highest need are dollars saved in health care, emergency rooms waits and law enforcement expenses by not having police or paramedics be first responders to those in crisis.

### **Water and Wastewater & Treatment – Wastewater Treatment**

This appears to be one area of financial planning that depends on Federal/Provincial funding in order to assure future phases of several infrastructure are completed.

For example, flood planning has become a growing concern with the impact of changing climate. This comes at a time when the Provincial government decreased support to local Conservation Authorities.

This is where the City needs to provide some degree of push back to the Provincial Government on how municipalities should not be bailing out the Province in order for them to manage their budgets or gain perceived political support

### **Corporate, Operation and Council Service- Information Technology Services**

In the budget the operating expenditures each year hold until year 2023. In the final year there is an expected increase of one million dollars. I am not clear why this increase.

However, in the staffing allocation there is no change in the projections during 2020-23 budget. Yet it is suggested service demands could increase. The concern is are we asking staff in this department to take on more work with less support.

### **Transportation Services- Roadway Planning**

Prior to this budget many hours of dedicated time has been spent by Council, staff and the community to trying to address the challenges related to transportation.

I would like to congratulate the Mayor and Council on their recent support of moving London Transit to include electrical buses for the future. It is truly the right decision

I believe time will be the best judge of whether we got Rapid Transit right.

I am of a generation that recalls the debates about building a Ring Road which we declined. We are now paying the price of higher congestion on our roads. I hope we have not missed another opportunity by compromising on our recent decision regarding the previous Rapid Transit Plan. .

Council recently identified we are in a climate change crisis. We need real action related to climate change and financial policy.

We may be falling short given some of the spending in the budget related to roadways and transportation that will not support decreasing omission levels in the upcoming years.

We are fortunate to have the Thames Valley Parkway but much more needs to be done to build more protection for bicycle and walking routes in the City.

Council needs to call upon all Londoners and the business community to participate in finding solutions related to risks associated with climate change.

### **Winter Maintenance**

On behalf of our Seniors, those who may have physical challenges or that parent who needs to push the stroller to the bus in the winter, a review of our snow removal practices is needed.

In closing, I would like to thank Council for the time this evening. Please accept my comments as feedback. I do not represent a group or organization. I am a Londoner who takes great pride in my neighborhood and a City that has provided me many privileges. Those opportunities may not be available to everyone to enjoy. For them, we can and must do better.

Thank you.

Feb 11, 2020

Ed Holder, mayor  
City of London  
Ontario, Canada

Mr. Mayor and city councillors,

In April of 2019 the City of London declared a Climate Emergency. What an excellent first step! I also applaud you for moving forward with electric buses to reduce emissions which is why was looking forward to seeing what this city could do to transform itself into a green city. When I attended the case study presentations in January 2020, I was hoping to hear some innovative and forward-thinking case studies. I was looking forward to council implementing strategies that would prevent developers from building on farmland, wetlands and bogs. Why? Because these highly unsuitable sites have limited access to active travel networks like city buses, walking and cycling paths.

It feels like the developments are happening in a vacuum. It appears as if no one cares about how the people moving into these new neighbourhoods will come and go from them. I do not see the LTC as a partner in these developments because new routes come into existence long after the fact. This even though the economic case for investment in active modes of transportation is strong. According to recent European research, the ROI for active modes of transportation is 5\$ for every \$ spent! Along with this great return on investment not only do you get: a healthier population; stronger, safer local communities; better access to jobs and education; and lower levels of pollution; but you also get a city which needs to spend less on roads and road repairs.

I was discouraged that every single councillor voted in support of the roads capital growth budget to expand existing roads to the tune of \$200,000,000. And what will Londoners get for this money?? They will get wider and more dangerous roads, they will get more congestion from increased car travel, and they will get a poorly thought-out and implemented rapid transit project. Although some funding was attributed to the construction of cycling and walking routes, these are adjacent to new roads which enable city sprawling. This means our city's cycling network will not be able to grow rapidly enough to produce any measurable outcome.

What did we learn at the 2020-2023 budget discussions in January and February 2020? We learned that sadly the city only "declared" a Climate Emergency. We learned that the city is proposing to stay the course it has for years, with minor changes.

Since you declared the Climate Emergency, I take it that you must know that in order to reduce the CO2 emissions to meet the 2030 Paris Agreement targets, you have to ensure that 35% or more of the population use mass transit as their primary means of transportation, and another 35% or more use walking and cycling as their primary means of transportation. You also want to ensure single occupancy car trips decrease to less than 30%. Members of council, I do not see how the 2020-2023 budget can achieve the Paris Agreement goals.

My questions to you are as follows:

- Do you want a city with a healthier population?
- Do you want to see a city with stronger and safer communities?
- Do you want people to be able to use alternative means of transportation to get to work or school?
- Do you want to spend less on road repairs because roads are not deteriorating as quickly?
- Do you want to see a 500% rate of return on a city investment?

The fires in Australia should have helped you focus on the climate emergency. This Climate Crisis will only get worse if cities like ours refuse to do anything substantial about it. Globally, we may be just a drop in the bucket but every drop counts, and we need to make ours count. Let's make our city greener, let's make it healthier, and let's make it people friendly. Please do not plan for a "car friendly" city, instead plan for a people friendly city where cars are not required to get from point A to point B. Let us create a city where developers work with the city to ensure proper bus routes will be in place before the project is finished, let us ensure cycling and walking paths are created, let us ensure the people get more than one transportation choice. Let's not wait until **our** proverbial house is on fire before taking serious steps.

I am asking you to please reverse your vote on the roads capital growth budget, and invest more in mass transit, cycling and walking infrastructures in order to move more people in a way which will reduce our carbon emissions before it's too late for citizens of this city. Let us not be followers but leaders in making cities greener.

Charles Deschênes

London, Ontario N5Y 0A2



February 13, 2020

City of London  
300 Dufferin St.  
London, Ontario

To Mayor Ed Holder and City Council,

Subject: City of London Budget

Pillar Nonprofit Network is a network of 610 individuals, organizations and enterprises invested in community impact in London and the surrounding area.

Our work is driven by the belief that the three pillars – nonprofit, business and government – working together can create an engaged, inclusive and vibrant community. We believe in the collective power of networks; and our municipal government is a key partner within this network. Nonprofits and social enterprises are uniquely positioned to be invaluable partners for government in developing programs, services, policies and funding support that incorporate diverse perspectives and are responsive to community needs.

Many of you are connected to our sector through your own volunteer work – in service clubs, minor hockey and soccer programs, museums, community services and more – so you know how vital nonprofits are to our communities. It is essential for nonprofits and social enterprises to thrive; not only do they fulfill social needs, but as significant employers that contribute to job creation they are essential to our economy. Nonprofits alone employ nearly one million people in Ontario and contribute \$50 billion to the province's GDP, while advancing inclusive economic growth.

I am submitting this letter in follow up to my remarks at the public participation meeting in response to motions that were on the table during budget deliberations to reduce the Innovation & Capital Fund by 50% and to reduce Multi-Year Funding Allocations under the London Community Grants Program. (Pillar has received funding in the past, and is currently under consideration for multi-year funding.)

While we understand these motions failed at the Strategic Planning and Policy Committee, we want to take the opportunity to share our position should this discussion be revisited at future Committee or Council meetings and to highlight the importance of the nonprofit sector and its impact in our community.

So much work has been done over the years to shift to a multi-year funding model and a community grant process that is transparent. It has streamlined the decision-making process for the multiple requests that formerly came to City Council during municipal budget planning. Further, multi-year funding has led to more sustainable organizations, enabling them to better plan both strategically and

operationally. When the Community Review Panel supported \$9.2M in multi-year funding over the next four years and the applicants whose requests were being endorsed were notified, those organizations cautiously – and optimistically – drafted their budgets and planned their programming with those resources in mind. The security that multi-year funding provides goes beyond transactional service delivery; it supports transformational systems change. Reliable multi-year funding is critical to stable service delivery, to our sector and to our community.

The value of the close to \$2M in capital funding will surely exceed the City's initial investment, as it will be leveraged to secure additional funding from other levels of government. Take the example of the elevator recently installed at Innovation Works; we received \$100K from the Federal Government's Enabling Accessibility Fund, \$45K from the City of London, \$25K from a corporate donor, \$15K from an individual donor, \$10K from a foundation, and to complete the project we contributed \$95K from our own reserves. It took two years for us to acquire the funding to make this possible, and the City of London's contribution gave us the ability to secure other funders. And this funding fulfilled need; often capital funding is what's needed to grow programs or to provide safe and inclusive spaces.

Nonprofits and social enterprises are the foundation of our community and we are your partners; invest in us and you will be supporting an engaged, inclusive and vibrant community.

Warm regards,



Nicole Spriet, Board Chair

cc:

Cheryl Smith, Managing Director, Neighbourhood, Children & Fire Services

Councillor Michael van Holst

Councillor Shawn Lewis

Councillor Mo Salih

Councillor Jesse Helmer

Councillor Maureen Cassidy

Councillor Phil Squire

Councillor Josh Morgan

Councillor Steve Lehman

Councillor Anna Hopkins

Councillor Paul Van Meerbergen

Councillor Stephen Turner

Councillor Elizabeth Pelosa

Councillor Arielle Kayabaga

Councillor Steven Hillier

Bill No. 92  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_

A by-law to confirm the proceedings of the  
Council Meeting held on the 2<sup>nd</sup> day of  
March, 2020.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Local Planning Appeal Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

Bill No. 93  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to approve the Ontario Transfer Payment Agreement for the Court Security and Prisoner Transportation Program with Her Majesty the Queen in right of Ontario as represented by the Solicitor General; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: (i) economic, social, and environmental well-being of the municipality; and ii) health, safety and well-being of persons.

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

1. The Agreement to be entered into between The Corporation of the City of London and Her Majesty the Queen in right of Ontario, for the provision of funding for the Court Security and Prisoner Transportation Program, attached hereto as Schedule "1" to this By-law, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.

This by-law shall come into force and effect on the day it is passed.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

**ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of January, 2020

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Solicitor General**

(the "Province")

- and -

**The Corporation of the City of London**

(the "Recipient")

**BACKGROUND**

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the "Program") in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2020;
- C. Pursuant to subsection 4(1) of the Police Services Act, the Recipient is required to provide adequate and effective police services in accordance with its needs.
- D. Pursuant to subsection 5(1) of the Police Services Act, the Recipient has discharged its responsibility to provide police services by establishing the London Police Services the members of which are appointed by the London Police Services Board pursuant to subsection 31(1)(a) of the Police Services Act.
- E. Pursuant to subsection 137(1) of the Police Services Act the London Police Services Board has the following responsibilities, with respect to premises where court proceedings are conducted in the City of London:
  - 1. Ensuring the security of judges and of persons taking part in or attending proceedings.
  - 2. During the hours when judges and members of the public are normally present, ensuring the security of the premises.
  - 3. Ensuring the secure custody of persons in custody who are on or about the premises including persons taking into custody or proceedings.

4. Determining appropriate levels of security for the purposes of paragraph 1, 2 and 3.
- F. Pursuant to section 39 of the Police Services Act, the London Police Services Board submits the operating and capital estimates to the Recipient and upon reviewing the estimates, the council for the Recipient establishes an overall budget for the London Police Services Board.
- G. The cost of court security and prisoner transportation provided by the London Police Services Board pursuant to subsection 137(1) of the Police Services Act are included in the estimates provided by the London Police Services Board and funded by the Recipient.
- H. The Ministry has agreed to provide funding to the Recipient to be used to fund the costs of court security and prisoner transportation provided by the London Police Services Board in accordance with its obligations under subsection 137(1) of the Police Services Act.
- I. The Recipient has provided its 2018 CSPT costs, as confirmed in the 2018 Annual Financial Report submitted by the Recipient;
- J. Funding is allocated based on the Recipient's relative share of the total 2018 provincial CSPT costs.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

### **3.0 AMENDING THE AGREEMENT**

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### **4.0 ACKNOWLEDGEMENT**

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to

organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Solicitor General**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Mario Di Tommaso  
Title: Deputy Solicitor General  
Community Safety

**The Corporation of the City of London**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Court Security and Prisoner Transportation Services"** means the services and activities eligible for funding, as set out in Schedule "E".

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

- A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
  - (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.
- A6.0 CONFLICT OF INTEREST**
- A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.
- A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

#### **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

#### **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A17.0 NOTICE**

**A17.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

**A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

**A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

**A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

**A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	<b>\$3,073,434.60</b>
<b>Expiry Date</b>	December 31, 2020
<b>Insurance</b>	\$5,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b>  Ministry of the Solicitor General  Public Safety Division, External Relations Branch  Program Development Section</p> <p><b>Address:</b>  25 Grosvenor Street  Toronto ON M7A 2H3</p> <p><b>Attention:</b>  Fionne Yip, Community Safety Analyst</p> <p><b>Fax:</b>  416-314-3092</p> <p><b>Email:</b>  Fionne.Yip@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b>  The Corporation of the City of London</p> <p><b>Address:</b>  300 Dufferin Avenue  London ON N6A 4L9</p> <p><b>Attention:</b>  Ms. Cathy Saunders  City Clerk</p> <p><b>Email:</b>  csaunder@london.ca</p>

**Additional Provisions:**

None

**SCHEDULE "C"  
PROJECT**

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The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2020.

The Recipient is responsible for providing the Funds to the London Police Services Board for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

For greater clarity, the London Police Services Board is responsible for providing the above noted court security and prisoner transportation services in accordance with subsection 137(1) of the Police Services Act, for which the Recipient has no responsibility. The Recipient's responsibility is limited to providing the Funds to the London Police Services Board for these services.

**SCHEDULE "D"**  
**PAYMENT PLAN AND REPORTING SCHEDULES**

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The Funds in the amount of **\$3,073,434.60** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$768,358.65** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$768,358.65** will be paid to the Recipient, following the Province's receipt and approval of the 2019 Annual Financial Report (due April 15, 2020). *Subsequent payments will not be released until the Province has received and approved the 2019 Annual Financial Report.*
- C. Third Instalment: **\$768,358.65** will be paid to the Recipient by the end of September 2020.
- D. Final instalment: **\$768,358.65** will be paid to the Recipient by the end of December 2020.
- E. The Recipient must submit the 2020 Annual Financial Report to the Province by April 15, 2021.

**SCHEDULE "E"**  
**COURT SECURITY AND PRISONER TRANSPORTATION**  
**SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

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**A. COURT SECURITY includes:**

**1. Facility Perimeter Security**

Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

**2. Courtroom Security**

Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.

**3. General Courthouse Security Presence**

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.

**4. Prisoner Movement in Courthouse**

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

**5. Prisoner Guarding in Holding Cells**

Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).

**6. Prisoner Feeding**

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

**B. PRISONER TRANSPORTATION includes:**

**1. Prisoner Transport**

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

**2. Prisoner Transport - Youth**

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

\*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

**C. TRAINING, EQUIPMENT AND RECRUITING includes:**

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

**COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:**

**Court Administration**

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

**SCHEDULE "F"  
TEMPLATE FOR ANNUAL FINANCIAL REPORT**

<b>REPORTING MUNICIPALITY: (please select from drop down list)</b>			
<b>CONTACT INFORMATION:</b>			
Salutation:	First Name:	Last Name:	Title:
Tel:	Ext:	Fax:	E mail:
Address:			
City:		Postal Code:	
<b>LOCAL POLICE SERVICE:</b>			
Name of Municipal or Regional Police Service or OPP Detachment:			
<b>ANNUAL EXPENDITURE SUMMARY:</b>			
<b>PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED).</b>			
<i>For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.</i>			
Allocation:			
<b>COURT SECURITY COSTS</b>			
a) Total gross annual court security costs:			
b) Total annual payments provided to other municipalities for court security:			
c) Total annual payments received from other municipalities for court security:			
d) Total annual payments received from other funding sources for court security:			
<b>e) Total net annual court security costs (a + b - c - d):</b>			<b>\$0.00</b>
<b>PRISONER TRANSPORTATION COSTS</b>			
f) Total gross annual prisoner transportation costs:			
g) Total annual payments provided to other municipalities for prisoner transportation:			
h) Total annual payments received from other municipalities for prisoner transportation:			
i) Total annual payments received from other funding sources for prisoner transportation:			
<b>j) Total net annual prisoner transportation costs (f + g - h - i):</b>			<b>\$0.00</b>
<b>Total Net Annual Court Security and Prisoner Transportation Costs (e + j):</b>			<b>\$0.00</b>
Variance (Allocation - Total Net Annual Costs):			\$0.00
<b>SIGNATURE OF AUTHORIZED OFFICIAL:</b>			
<i>I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.</i>			
Title:	Print Name:		
Signature:			Date:

Bill No. 94  
2020

By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_

A by-law to approve the Agreement between the Royal Bank of Canada and The Corporation of the City of London.

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 8 of the *Municipal Act, 2001* provides that powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to issues;

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

AND WHEREAS the Corporation of the City of London is a delivery agent designated by the Minister of Community and Social Services to administer the *Ontario Works Act, 1997*;

AND WHEREAS the Ministry, as part of the Social Assistance Modernization Strategy, has implemented a reloadable payment card program for Ontario Works clients;

AND WHEREAS it is deemed expedient for The Corporation of the City of London to enter into an agreement with the Royal Bank of Canada;

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

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

1. The Master Services Agreement, the RBC Right Pay Reloadable Payment Card Program Delivery Agent Agreement, and Statement of Work Pursuant to the RBC Right Pay Reloadable Payment Card Program Delivery Agent Agreement (the "Agreement") attached as Schedule 1, 2, and 3 respectively, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

# Master Client Agreement

For business clients

Legal terms and conditions

RBC Royal Bank



## INTRODUCTION

These Legal Terms and Conditions form part of the Master Client Agreement between Royal Bank and the Customer. The Agreement is in parts, and each part is incorporated into the others.

These Legal Terms and Conditions govern the use of Services, and contain:

**Part A – general terms applicable to all Services;**

**Part B – additional legal terms for specific Services; and**

**Part C – glossary containing rules of interpretation and defined terms.**

The Customer is bound by the Agreement when the Customer enters the Agreement or when the Customer is enrolled in, authorized for, or uses a Service.

## PART A – GENERAL TERMS

### 1. General Services

1.1 Use in Compliance with Agreement. The Customer will comply with the terms and conditions of this Agreement, including applicable Service Materials, in connection with each Service used by or on behalf of the Customer.

1.2 Enrolment. In order to use any Service, the Customer must satisfy Royal Bank's eligibility requirements for the Service and provide Royal Bank all enrolment information, forms, schedules, and other Documents (each, a "Schedule") it requests, in form and substance satisfactory to Royal Bank. Each Schedule is deemed to be incorporated in this Agreement immediately when given effect by Royal Bank, without any other action required by Royal Bank, the Customer, or any other Person. Royal Bank is under no obligation to provide any Service to the Customer, and Royal Bank's records are conclusive as to the Services being provided to the Customer at any given time.

1.3 Authorized Persons Only. The Customer represents, warrants, covenants, and agrees that each of the Services and Security Devices will only be used by Persons properly authorized on its behalf for such purpose. Unless otherwise specified in an Authorization Form, the Customer represents, warrants, covenants, and agrees that each such Person: (i) has the power and authority to exercise all rights, powers, and authorities in connection with this Agreement and each of the Services, including to incur liabilities and obligations and otherwise conduct and transact any business whatsoever on the Customer's behalf, and to delegate any of these rights, powers, and authorities to any other Person; (ii) may be provided Security Devices and other Service Materials; and (iii) will comply with this Agreement and any other Document relating to the Services. The Customer is responsible, and will indemnify and hold harmless Royal Bank and its Representatives, for all Losses arising out of, or incidental to, the use, including

any unauthorized use, of the Services or Service Materials by each such Person, including all actions or omissions of the Person. The Customer further confirms that each Person who exercises or delegates any rights, powers, or authorities for the Services through an Electronic Channel is authorized to do so, including acting alone if required for a Service, notwithstanding anything to the contrary which may be specified in an Authorization Form. The Customer will provide Royal Bank with at least thirty (30) days' prior written notice of any change to a Person or a Person's authority specified in an Authorization Form. The change will only be effective once it is implemented by Royal Bank. Royal Bank may, in its discretion, with or without prior notice, accept, reject, or terminate any Person's use of a Service or Document at any time.

**1.4 No Third Party Use.** No Service may be used, directly or indirectly, by, for, or on behalf of any Person other than the Customer, unless otherwise agreed in writing by Royal Bank. Where Royal Bank has agreed in writing to the use of a Service by, for, or on behalf of another Person, the Customer will provide Royal Bank any Document it requests, in form and substance satisfactory to Royal Bank. For these purposes, the Customer represents, warrants, covenants, and agrees that the Customer: (i) has the power and authority to exercise all rights, powers, and authorities to act on behalf of the Person in connection with each of the Services, including to incur liabilities and obligations and otherwise conduct and transact any business whatsoever on the other Person's behalf, and to delegate any of these rights, powers, and authorities to any other Person; (ii) may be provided the other Person's Security Devices and other Service Materials; and (iii) will comply with this Agreement and any other Document relating to the Services. The Customer is responsible, and will indemnify and hold harmless Royal Bank and its Representatives, for all Losses arising out of, or incidental to, the use, including any unauthorized use, of the Services or Service Materials by, for, or on behalf of any other Person, including all actions or omissions of the Customer or other Person. The Customer further confirms that it is authorized to exercise and delegate all rights, powers, or authorities for the Services through an Electronic Channel, including acting alone if required for a Service, notwithstanding anything to the contrary which may be specified in an Authorization Form. Royal Bank may, in its discretion, with or without prior notice, accept, reject, or terminate the use of a Service or Document for this purpose at any time, including if the Customer or other Person ceases to be a Royal Bank client.

**1.5 No Improper Use.** No Service may be used for, or in connection with, any fraudulent, unlawful, dishonest, or other activity unsatisfactory to Royal Bank, including for any malicious or defamatory purpose, and nothing will be done which could undermine the security, integrity, effectiveness, goodwill, or connectivity of any Service, including any activity that could threaten or cause harm to Royal Bank or any other Person.

**1.6 Notice of Unauthorized Use.** The Customer will immediately notify Royal Bank, verbally and in writing, if any Service Materials are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent or other unauthorized use in relation to a Service, including if: (i) any unauthorized Person has had, or may have, access to any Service, Security Device or other Service Materials, Document, or Electronic Channel; or (ii) any Service, Security Device or other Service Materials, Document, or Electronic Channel has been, or may be, used in a manner contrary to this Agreement. The provision of notice as outlined above will be in accordance with any instructions provided by Royal Bank, and will not affect any good faith actions or omissions by Royal Bank prior to or after receipt of such notice.

**1.7 Monitoring; Restrictions, etc.** Royal Bank may, without prior notice, monitor and examine all aspects of the use of Services. Royal Bank may, without obligation or prior notice, immediately take any action that it deems necessary or appropriate in connection with any Service, including to restrict access to, freeze, or suspend any Service, or decline, freeze, retain, reverse, return, or otherwise refuse to act on, honour, or process any Document or related transaction. Royal Bank may notify and provide data and information to any Regulatory Authority regarding the foregoing. Royal Bank will not be liable to the Customer or any other Person for any action taken or not taken by Royal Bank in connection with the foregoing.

**1.8 Set-off.** Royal Bank may, at any time, and without notice, apply any credit balance (whether due or not) in any Account, or in any other account in the Customer's name or to which the Customer is beneficially entitled, maintained at any branch or agency of Royal Bank inside or outside Canada, towards the payment of any obligation (including any contingent obligation) of the Customer to Royal Bank whether in the same or other currency. Royal Bank may use all or any part of any such credit balance to buy any currencies that may be necessary to effect that application. This right of set-off is in addition to, and in no way derogates from, Royal Bank's rights of consolidation and set-off under Applicable Laws.

**1.9 Subcontractors.** Royal Bank may subcontract the performance of the Services, in whole or in part, to any other Person, provided that Royal Bank shall remain responsible for the Services in accordance with this Agreement.

## 2. Fees and Charges

**2.1 Payment Obligation.** The Customer will pay Royal Bank's standard fees and charges applicable to the Services when they are due, unless otherwise agreed in writing by Royal Bank, together with applicable taxes. All fees and charges are expressed exclusive of sales tax, deductions and withholdings. The amount of any sales tax will be charged by Royal Bank and will be payable by the Customer to Royal Bank in addition to the fees and charges expressed. If any deductions or withholdings are payable,

the fees and charges may be increased by the amount of such deductions or withholdings.

2.2 Changes. Subject to compliance with Applicable Laws, Royal Bank may change any fees or charges, or add new fees or charges, at any time.

2.3 Other Obligations. The Customer is responsible for the payment of any fees, charges, taxes, or other amounts owing to other Persons in connection with the Services.

2.4 Payment Method. Royal Bank may debit any Account to collect fees, charges, taxes, and other amounts owing in connection with the Services. Royal Bank may also debit any account held by the Customer at another financial institution, provided that the Customer will execute and provide Royal Bank a pre-authorized debit agreement or any other Document requested by Royal Bank for such purpose, in form and substance satisfactory to Royal Bank. Royal Bank and other Persons, including intermediaries and beneficiaries' financial institutions, may also deduct applicable fees and charges from the amount of an Instrument. Unless otherwise agreed in writing by Royal Bank, payment must be made in money which is legal tender at the time of payment.

### 3. Information

3.1 Accuracy of Information. The Customer is responsible for the accuracy and completeness of all information provided to Royal Bank, and Royal Bank is authorized and directed to rely on such information. Royal Bank is under no duty to detect any inaccurate, inconsistent or incomplete information provided to it in connection with any Service. If necessary to give effect to instructions for a Service, Royal Bank may change the information provided to it, including names and account numbers. If Royal Bank receives a request to reverse or change previously given instructions and this request is not received within the times prescribed by Royal Bank, Royal Bank is under no obligation to implement the reversal or change.

3.2 Statement Verification. The Customer is responsible for verifying the completeness and correctness of each statement provided by Royal Bank. If a statement is not received or cannot be accessed within ten (10) days of the applicable statement date, the Customer will notify Royal Bank within five (5) days. The Customer is responsible for notifying Royal Bank of any errors in, or omissions from, each statement within forty-five (45) days of each statement date. At the end of the forty-fifth (45th) day following each statement date, the statement prepared by Royal Bank will be deemed correct and will be conclusive evidence that all entries and balances contained in it are correct, provided that this will not apply with respect to any errors or omissions of which Royal Bank is notified as outlined above, amounts credited in error, or any other amounts that Royal Bank may debit pursuant to this Agreement. The notification periods in this Agreement commence on the applicable statement date, regardless of the means of

delivery of the statement or whether or not the Customer receives the statement.

3.3 Intraday. Intraday or same day information available using the Services is subject to change, and must be subsequently verified by the Customer.

3.4 Record Keeping. Each party will retain copies of all records relating to the Services in the manner and for the minimum time periods required by Applicable Laws. Royal Bank's records will, in the absence of manifest error, constitute conclusive evidence of their contents.

3.5 Functionality and Features. Not all of the same functionality or features may be accessible or available at all times for all Services or Electronic Channels.

### 4. Instruments

4.1 Instruments. All Instruments must comply with Applicable Laws and any other specifications provided by Royal Bank. Royal Bank may present and deliver Instruments for payment, clearing, collection, acceptance or otherwise through any financial institution or other Person, and in any manner, as it deems appropriate. Royal Bank may also accept and deliver any form of settlement or payment for any Instrument as it deems appropriate. Instruments are subject to the Applicable Laws of each jurisdiction in which they are processed, including any intermediary jurisdiction in which they are processed through, and the Customer is responsible to ensure all Instruments comply with such Applicable Laws. Royal Bank is not responsible for any Losses relating to an Instrument which contravenes Applicable Laws.

4.2 Clearing Rules. The Customer will comply with all CPA Rules and NACHA Rules applicable to the Services. The Customer is responsible for ensuring that it has obtained and put in place all Documents required under CPA Rules and NACHA Rules in connection with the Services and the services it provides to its clients that relate to the Services, and the Customer is responsible for all Losses which may be imposed under CPA Rules or NACHA Rules if it fails to obtain or put in place the Documents. In addition, the Customer agrees that: (i) each Instrument drawn on or payable by it or payable through an Account will comply with all applicable by-laws, rules and procedures of each clearing and settlement system and network in which the Customer and Royal Bank participate in connection with the Services, including those relating to the clearing and settlement of Instruments; and (ii) it will not act in a manner that would cause Royal Bank to be in breach of any such by-laws, rules or procedures.

4.3 Verification of Authenticity, etc. The Customer is responsible for the verification of the authenticity and validity of all Instruments deposited to and drawn on the Accounts. If an Instrument should not be paid, the Customer will ensure Royal Bank is provided instructions not to pay the Instrument within the timelines prescribed by Royal Bank. Instruments returned beyond the timelines prescribed by

Applicable Laws or Royal Bank will be handled by Royal Bank on a collection basis only, and at the sole liability and responsibility of the Customer. Unless otherwise agreed in writing by Royal Bank, Royal Bank shall have no duty, responsibility, or obligation to review, examine, or confirm the beneficiary or payee name, endorsement, signature, amount, or other information appearing on any Instrument. The Customer will immediately provide Royal Bank with any endorsements or signatures on Royal Bank's request.

4.4 Royal Bank Discretion. Royal Bank may, in its discretion, refuse a deposit to an Account, or refuse to process any Document, for any reason in accordance with its policies, procedures, or guidelines, including if the Document exceeds processing volumes established by Royal Bank.

4.5 Chargeback. Royal Bank may debit any Account for any amount that Royal Bank determines, in its discretion, was credited to the Account, or otherwise paid to or on behalf of the Customer, as a result of an error or any Instrument which may be forged, fraudulent, or unauthorized in any way, including as a result of a material alteration or any forged, fraudulent, unauthorized, missing, or incomplete endorsement or signature, or for which Royal Bank is unable to receive irrevocable settlement or payment, in each case together with all associated Losses. This will include the amount of an Instrument payable to another Person and which is missing endorsements, or which has forged, fraudulent, or unauthorized endorsements, or the amount of an Instrument to which any Person party thereto is bankrupt or insolvent. This will also include any Instrument which is dishonoured, unpaid, or paid and subsequently returned. The Customer agrees to immediately repay any overdraft caused by such debit, together with interest, in accordance with this Agreement. Royal Bank may make any other adjustments to an Account to give effect to the foregoing.

4.6 Waiver of Presentation, etc. The Customer waives presentment for payment, notice of dishonour, protest, and notice of protest of any Instrument. The Customer will be liable to Royal Bank on any Instrument as if it had been duly presented for payment and protested and notice of dishonour and protest given to all Persons party to it as provided by Applicable Laws.

4.7 Assignment of Claims. Royal Bank may take any steps or proceedings with respect to any Instrument deposited or discounted with Royal Bank as it deems appropriate, either in its own name or in the Customer's name. For this purpose, the Customer assigns to Royal Bank all of the Customer's claims against each Person party to any such Instrument.

4.8 Authority to Pay Instruments. In the same manner as in the case of an ordinary cheque, Royal Bank may pay and debit an Account of the Customer in the amount of every Instrument that is payable by the Customer at Royal Bank and that is presented for payment to Royal Bank.

4.9 Cut-off Times. Royal Bank may prescribe cut-off times for receiving Instruments or other Documents for processing. Royal Bank may, in its discretion, use reasonable efforts to process an Instrument or other Document even if it is received after the prescribed cut-off time, provided that Royal Bank will not be responsible for any failure to process such Instrument or other Document. The Customer discharges Royal Bank from, and will indemnify and hold harmless Royal Bank for, any Losses resulting from the processing of, or failure to process, such Instrument or other Document.

4.10 Finality. Once Instruments or other Documents are received by Royal Bank, Royal Bank is under no obligation to reverse or change the Instrument or other Document. Royal Bank may, in its discretion, use reasonable efforts to implement a requested reversal or change, provided that Royal Bank will not be responsible for any failure to do so. The Customer discharges Royal Bank from, and will indemnify and hold harmless Royal Bank for, any Losses resulting from the implementation of, or the failure to implement, such reversal or change.

4.11 Limits. Royal Bank may establish one or more limits (dollar amounts or otherwise) for any Services or Instruments drawn on the Accounts, and the Customer will adhere to these limits. Royal Bank may at any time, in its discretion, without notice, change these limits for any reason, including in order to process any Instrument which would have exceeded a limit.

4.12 Available Funds. Notwithstanding any prior course of conduct, Royal Bank will have no obligation to process, and Royal Bank may at any time in its discretion refuse to process, any Instrument unless: (i) the Instrument is within any limits established by Royal Bank; and (ii) there are sufficient limits or funds available in the applicable Account at the time the instructions are submitted to Royal Bank. Funds may be debited from an Account at the time the instructions are submitted to Royal Bank for the Instrument, even if the Instrument is future-dated, except where otherwise agreed in writing by Royal Bank. Once funds are debited from an Account, the funds will be held by Royal Bank until the earlier of the date the Instrument is processed or termination of an applicable Service, and the funds will not earn interest during this hold period. If an applicable Service is terminated, any future-dated Instruments may be cancelled by Royal Bank and any funds held by Royal Bank for cancelled future-dated Instruments will be returned to the Customer.

4.13 Foreign Exchange Risk. If an Instrument or transaction requires conversion of funds from one currency to another currency, unless otherwise agreed in writing by Royal Bank, Royal Bank may convert the Instrument or funds to the applicable currency at the applicable currency conversion rate established for such purpose by Royal Bank in its discretion. Royal Bank may debit any Account for the funds required for the conversion, and for any related fees and

charges. Royal Bank will not be responsible for any Losses relating to foreign currency conversions, including those resulting from a change to Royal Bank's currency conversion rates between the date an Instrument is converted by Royal Bank and the date the Instrument is delivered, received, processed, or returned. The Customer is solely responsible for any Losses relating to foreign currency conversions in connection with any Services, including those resulting from a change to Royal Bank's currency conversion rates and any loss in the value or amount of an Instrument due to an adverse change to such rates.

**4.14 Account and Transit Numbers.** If a Document specifies an account number for the beneficiary or transit number for the beneficiary's financial institution, Royal Bank may rely on the account or transit number for the purpose of processing the Document. If Royal Bank makes funds available relying on the specified account or transit number, Royal Bank will have satisfied its obligations to process the Document even if the account or transit number identifies a Person different from the intended beneficiary or beneficiary named in the Document. Royal Bank is under no duty to detect any such inconsistency, and Royal Bank will not be responsible for any Losses resulting from any such inconsistency.

**4.15 Format.** Digital images or electronic representations of Instruments (including copies of same) may be made or captured and used as if it were the original paper Instrument, including in the exchange and clearing of payments in Canada and other jurisdictions. Original paper Instruments may be destroyed and not returned to the Customer. Royal Bank is entitled to act on any such image or representation for all purposes as if it were an original paper Instrument. Royal Bank and other financial institutions may reject any Instrument that does not comply with their respective policies, procedures, or guidelines or Applicable Laws. If Instruments are printed by a vendor that is not approved by Royal Bank, or security features are used or an Instrument is made out in a manner that causes critical data to disappear or be obscured on imaging or truncation (being the act of taking an electronic image of an Instrument and destroying the original paper Instrument), then the Customer is responsible for any associated Losses. Copies of images of Instruments (including digital or electronic representations) may be provided to the Customer before they are posted to an Account or Royal Bank has determined whether the Instrument will be honoured or accepted. Such copies of images of Instruments are made available by Royal Bank as a Service to the Customer, and the provision of copies of images of Instruments does not mean that a transaction has been processed or in any way obliges Royal Bank to honour or accept the Instruments. Royal Bank will not be required to ensure that copies of images of Instruments can be made available to the Customer or any other Person for longer than seven (7) years following the date of the statement of Account on which the Instrument appears.

**4.16 Other Financial Institutions and Beneficiaries.** The beneficiary of an Instrument may not receive the funds on the date the funds are debited from the applicable Account, or otherwise on the date the Customer instructs. Except as otherwise expressly agreed by Royal Bank in this Agreement with respect to Royal Bank's Representatives, Royal Bank is not responsible for the actions or omissions of any other Person, including beneficiaries or other financial institutions sending, receiving, or processing Instruments or other Documents in connection with the Services, or for any Losses arising out of, or incidental to, any of the foregoing. The Customer is responsible for notifying applicable Persons when a Document is sent, and of the delivery methods used to send the Document. The Customer is responsible for confirming each Document is accessed, sent, received, accepted, and processed as intended. Other Persons may set limits, requirements, and restrictions on the sending, receiving, or processing of the Document, including on the amount, currency, or legitimacy of the Document, and the Customer is responsible for adherence to such limits, requirements, and restrictions.

## 5. Other Products or Services

**5.1 OPS.** This Agreement is in addition to any agreement or other Document governing OPS. Where the Services include access to and use of OPS, including other bank accounts, investments, or loans, the Customer will comply with the terms and conditions of this Agreement and such other Document in connection with the access to and use of the OPS. If the Customer accesses or uses any OPS provided to, or owned by, any other Person, the Customer confirms that: (i) it has obtained any necessary consents and approvals of the other Person; (ii) it has the requisite power and authority for access to and use of the other Person's OPS; and (iii) its access and use of the other Person's OPS is permitted by, and in accordance with, Applicable Laws.

**5.2 Authorization.** Royal Bank is authorized and directed to do all things necessary to provide the Customer with access to and use of the OPS, including for Royal Bank to retrieve, consolidate, organize, and present information and other Documents to and from the Person providing the OPS. This may include Royal Bank using the Security Devices provided to it for the access to, and use of, the OPS. The Customer confirms that it has the right to give Royal Bank this authorization and direction.

**5.3 Non-Reliance.** The Customer will access and use the OPS directly from the Person providing them on a regular basis, using the Person's website or otherwise, to review and verify the accuracy of all Documents relating to the OPS.

**5.4 Liability.** Royal Bank is not responsible for the access to or use of any OPS, including any Losses caused by any action or omission of the Person providing the OPS. Royal Bank is not responsible for the timeliness, completeness or accuracy of any information or other Documents provided to or from the Person providing the OPS. Royal Bank does

not make any representations or warranties with respect to the quality of OPS provided by any other Person, or the other Person's reputation, credit rating, solvency, or privacy or security standards. The Customer will indemnify and hold harmless Royal Bank for any Losses resulting from its access to or use of the OPS, including any OPS provided to, or owned by, any other Person.

5.5 Change or Termination. Royal Bank may, at any time, without notice, change or terminate the available access to or use of any OPS.

## 6. Security and Electronic Banking

6.1 Security. The Customer will at all times have in place prudent measures to ensure the security and confidentiality of the Services, Confidential Information, Electronic Channels, and Documents, including measures to detect and prevent Disabling Codes. The Customer will immediately notify Royal Bank in writing upon discovery of any security incident, including actual or suspected loss or unauthorized disclosure of Royal Bank's Confidential Information.

6.2 Royal Bank's Procedures, etc. The Customer will comply with all security procedures, standards, and other requirements prescribed by Royal Bank and will notify Royal Bank immediately of any failure or inability to do so. The Customer will take any other steps reasonably necessary, including the maintenance of encryption standards, to protect against and prevent any threats, hazards, and unauthorized access to or use of the Services, Confidential Information, Electronic Channels, and Documents.

6.3 Security Devices. The Customer is responsible for maintaining the security and confidentiality of all Security Devices and Royal Bank's Confidential Information which may be used in connection with the Services. The Customer is responsible for ensuring that Security Devices will only be provided to and used by Persons properly authorized on its behalf for such purpose in connection with the Services. The Customer will be bound by any use, including any actions or omissions resulting from the use, of any Security Device in connection with the Services, including any Document accessed, sent, received, accepted, or processed using an Electronic Channel. The Customer recognizes that possession of a Security Device by a Person may result in the Person having access to, and being able to use, the Services and Confidential Information. The use of a Security Device in connection with any Service or Document is deemed to be conclusive proof that such use and Document is authorized by, and enforceable against, the Customer.

6.4 Security Audits and Testing. Royal Bank and its Representatives may conduct periodic audits and tests of any Services and Electronic Channels used by Royal Bank, the Customer, and otherwise in connection with any Services, including to investigate any technical difficulties, security incidents, or deficiencies, or any actual or potential breach of security. Any Services or Electronic Channels may

be temporarily unavailable during such audits and tests. The Customer will cooperate in connection with such audits and tests.

6.5 Customer's Responsibility: Internal Procedures re Instruments and Accounts. The Customer will at all times have in place commercially reasonable procedures designed to prevent and detect losses due to forged or unauthorized signatures, fraud or theft in relation to Accounts, Services, Instruments or other Documents.

6.6 Web Links. Where there are links from Royal Bank's websites to any other Person's website, Royal Bank does not make any representations about, does not endorse, and is not responsible for any Losses relating to, the other Person or the other Person's website, website content, products, services, privacy policies, procedures, guidelines, or practices.

6.7 Binding Effect. If Royal Bank receives any Document from or in the name of, or purporting to be from or in the name of, the Customer or any Person on the Customer's behalf, then the Document will be considered duly authorized by, binding on, and enforceable against, the Customer. Royal Bank is authorized to rely and act on the Document even if it differs in any way from any previous Document sent to Royal Bank. Royal Bank is also authorized to rely and act on any signature appearing on a Document that is, or purports to be, a signature of the Customer or any Person on the Customer's behalf, including any signature affixed by mechanical, electronic, or other non-manual means, as being valid, authorized by, and binding on, the Customer.

6.8 Communication Methods. Mail, courier, unencrypted Documents, or unencrypted Electronic Channels, including facsimile or email, may be used in connection with the Services, including for the delivery of Service Materials and Documents, including Instruments and information relating to Instruments to and from the beneficiary of the Instrument, intermediaries, the beneficiary's financial institution, or any other Person designated by the Customer or a beneficiary, as applicable. This information may include the Customer's Confidential Information, personal information, and other information relating to Instruments, including payor and payee names, payment amounts, account numbers, and details for the disposition of payments, and related goods or services. The Customer is responsible for advising all applicable Persons of the delivery methods which may be used in connection with the Services. The Customer assumes full responsibility for the risks associated with the communication methods used in connection with the Services, including the risks that the use of mail, courier, unencrypted Documents, or unencrypted Electronic Channels is not secure, reliable, private, or confidential, and any Security Device or Document accessed, sent, received, accepted, or processed using any of these communication methods is subject to interception, loss, or alteration, and may not be received by the intended recipient in a timely manner or at all.

**6.9 Electronic Communication.** All communication between any of Royal Bank, the Customer, and any other Person in connection with the Services, whether through an Electronic Channel or otherwise, will take place in accordance with this Agreement. A Document, including any Instrument, which is accessed, sent, received, accepted, or processed through an Electronic Channel shall have the same legal effect as if in written paper form signed by the Customer, and will constitute a “writing” for the purposes of Applicable Laws. The Customer waives any right to raise a defence or waiver of liability on the basis that a Document was accessed, sent, received, accepted, or processed through an Electronic Channel, including on the basis that it was not “in writing” or was not signed or delivered. All Documents provided by an Electronic Channel must be in a format which can be retained by Royal Bank. The Customer will keep the originals of all Documents transmitted to Royal Bank by facsimile or using any other Electronic Channel, and will produce them to Royal Bank on request.

**6.10 Electronic Imaging.** Royal Bank may convert paper records of this Agreement and all other Documents delivered to Royal Bank into electronic images, as part of Royal Bank’s normal business practices. Each such electronic image shall be considered an authoritative copy of the paper Document, and shall be legally binding on the parties and admissible in any legal, administrative, or other proceeding as conclusive evidence of the contents of such Document in the same manner as the original paper Document.

**6.11 Electronic Evidence.** Electronic records, information, or other Documents maintained by Royal Bank in electronic form will be admissible in any legal, administrative, or other proceedings as conclusive evidence of the contents of those records, information, or other Documents in the same manner as an original paper Document. The Customer waives any right to object to the introduction of any such records, information, or other Documents into evidence on that basis.

## 7. Additional Representations, Warranties, and Covenants

**7.1 Ongoing Representations, etc.** Each time a Service is used, the Customer implicitly represents, warrants, covenants, and agrees that: (i) this Agreement is and remains in full force and effect as a binding and enforceable agreement between Royal Bank and the Customer; (ii) the Customer, each of its Documents, and each use of the Services complies with this Agreement, Applicable Laws, its constating documents, and any by-laws, resolutions, or other applicable obligations; (iii) the Customer, each of its Documents, and each use of the Services complies with Royal Bank’s policies, procedures, and guidelines which may be more rigorous than Applicable Laws, to the extent the Customer has notice of such policies, procedures, and guidelines; (iv) it has all licences, authorizations,

consents, and approvals required under Applicable Laws, its constating documents, and any by-laws, resolutions, or other applicable obligations, including to enter into and perform its obligations under this Agreement, each of its Documents, and in connection with each use of the Services; (v) the entering into and performance of this Agreement, each of its Documents, and each use of the Services are within its powers, have been duly authorized by all necessary actions, and do not and will not conflict with any Applicable Laws, its constating documents, or any by-laws, resolutions, or other applicable obligations; (vi) the Customer and each Person using a Service on the Customer’s behalf, including each Person specified in an Authorization Form and the Person’s delegates, possess the necessary signing authority and other power and authority to bind the Customer or other Person if the Services are being used by, for, or on behalf of the other Person in accordance with Section 1.4; (vii) the Customer is a sole proprietor, corporation, partnership, association, society, lodge, municipality, or other legal entity duly organized, validly existing, duly qualified, and in good standing under Applicable Laws, including in the jurisdiction of its organization and in each jurisdiction where the Customer carries on business; (viii) any business name or trade name identified in this Agreement is solely owned by the Customer, and the Customer has all necessary rights, powers, and authorities for any use of a business name or trade name in connection with the Services; and (ix) all information in this Agreement and any other Document provided to Royal Bank from time to time in connection with this Agreement or the Services is and will continue to be true, complete, and accurate in all respects, and the Customer will provide Royal Bank with at least thirty (30) days prior written notice of any change to such information, including notice of any change to any Authorization Form, the business or services provided by the Customer, or any breach of the Customer’s representations, warranties, covenants, agreements, or other terms of this Agreement.

**7.2 No Representations, Warranties, or Conditions by Royal Bank.** Except as expressly provided in this Agreement, Royal Bank disclaims all representations, warranties, and conditions of any kind, including any oral, implied, statutory, or other representations, warranties and conditions, and including warranties relating to quality, performance, infringement, merchantability, and fitness for a particular use or purpose. Royal Bank does not warrant that any Service will operate error free or without Disabling Codes or interruption.

## 8. Anti-Money Laundering and Anti-Terrorist Financing

**8.1 General.** Each time a Service is used, the Customer implicitly represents and warrants to, and covenants with, Royal Bank that: (i) it is not, and the Services will not be used, directly or indirectly, by, for, or on behalf of, a Money Services Business or Restricted Business; (ii) it does not and will not conduct business in, or with individuals or

entities located in, countries in contravention of Applicable Laws; (iii) to the best of its knowledge, no Regulatory Authority or other Person has ever conducted any type of investigation related to any activity in contravention of Applicable Laws relating to anti-money laundering or anti-terrorist financing with regard to accounts or financial transactions of the Customer, or any accounts or financial transactions under the control of the Customer.

**8.2 Non-Public Bodies or Entities.** If the Customer is not a Public Body or a Publicly Traded Entity, each time a Service is used the Customer implicitly represents and warrants to, and covenants and agrees with, Royal Bank that: (i) to the best of its knowledge, no Regulatory Authority or other Person has ever conducted any type of investigation related to any activity in contravention of Applicable Laws relating to anti-money laundering or anti-terrorist financing with regard to accounts or financial transactions of, or controlled by, any Person related to or affiliated with the Customer, or any director or officer of the Customer or any Person related to or affiliated with the Customer; (ii) none of the Customer, any Person related to or affiliated with the Customer, or any director or officer of the Customer or a Person related to or affiliated with the Customer, has been accused or convicted of an offence related to money laundering or terrorist financing; (iii) none of the assets of the Customer, any Person related to or affiliated with the Customer, or, to the best of its knowledge, of any director or officer of the Customer or any Person related to or affiliated with the Customer, have been frozen or subject to seizure due to an allegation of money laundering, terrorist financing, or other illegal activity involving accounts or financial transactions; and (iv) the composition of its ownership and control structure is not in contravention of Applicable Laws, specifically with respect to shareholders connected to jurisdictions affected by Applicable Laws. The foregoing does not apply with respect to routine and regular examinations of a Person by a Regulatory Authority in the normal and ordinary course of business, provided the Regulatory Authority has determined that the Customer, each Person related to or affiliated with the Customer, and each director or officer of the Customer and each Person related to or affiliated with the Customer, is in full compliance with Applicable Laws relating to anti-money laundering, anti-terrorist financing, and other illegal activity.

## 9. Intellectual Property

**9.1 Ownership.** Royal Bank (or, if obtained under a lease or licence, the lessor or licensor) will retain all ownership rights in the Services, Service Materials and Royal Bank's Confidential Information, including any trademark, copyright, and other intellectual property rights.

**9.2 Licence.** The Customer is granted a non-exclusive, non-transferable, revocable, royalty-free, and limited license to use the Service Materials solely for the purpose for which they are provided in connection with the Services, and

not for any other purpose. The Customer is not entitled to transfer or assign its licence to use the Service Materials. Unless otherwise agreed in writing by Royal Bank, the Customer is not entitled to copy the Service Materials, or any portion thereof, except for its own non-commercial use in accordance with this Agreement and Royal Bank's instructions. The Customer will not disassemble, reverse engineer, or otherwise attempt to discover the source code of any software included within any Service Materials. The Customer's licence to use the Service Materials will end immediately on termination of the licence or the Service to which the licence relates. Immediately after the licence ends, the Customer will return the Service Materials to Royal Bank together with any copies.

**9.3 Intellectual Property.** Royal Bank is the owner of all intellectual property rights subsisting on each website owned or operated by or on behalf of Royal Bank. Unless otherwise indicated, trademarks, logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips, and videos, appearing on each website or otherwise in connection with any Services are Royal Bank's property. The trademarks, logos, and works may not be reproduced, republished, downloaded, posted, transmitted, distributed, or modified, in whole or in part, in any form whatsoever, except for the Customer's own non-commercial use, including viewing, printing, or archiving of electronic copies of the Customer's activities, in accordance with the terms of this Agreement and Royal Bank's instructions or as may be otherwise agreed in writing by Royal Bank. Nothing in this Agreement is to be interpreted as conferring a right to use Royal Bank trademarks, logos, or works in any other way.

**9.4 Publicity.** The Customer may not use Royal Bank's name or any of Royal Bank's trademarks or other intellectual property in any advertisement, brochure, public message, other marketing efforts or otherwise without Royal Bank's prior written consent.

## 10. Collection, Use, and Disclosure of Information

For purposes of this Section 10, the following defined terms will be used: (i) "Customer" means the Customer, its Representatives, and its owners; and (ii) "Customer's affiliates" means any Customer subsidiary or holding company and any Person in which any owner, partner, or holding company of the Customer has an equity or ownership interest.

**10.1 Collecting Information.** Royal Bank may collect and confirm financial and other information about the Customer during the course of its relationship with the Customer, including information: (i) establishing the Customer's existence, identity (for example, name, address, phone number, date of birth, etc.), and background; (ii) related to transactions arising from the Customer's relationship with and through Royal Bank, and from other financial institutions; (iii) provided on any application for the Services or OPS; (iv) for the provision of the Services or OPS;

and (v) about the Customer's financial behaviour, including payment history and credit worthiness. Royal Bank may obtain this information from any source necessary for the provision of the Services or OPS, including from: (i) the Customer; (ii) service arrangements made with or through Royal Bank; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to Royal Bank. **The Customer acknowledges receipt of notice that from time to time reports about the Customer may be obtained by Royal Bank from credit reporting agencies.**

10.2 Using Information. All information collected by, and provided to, Royal Bank may be used and disclosed for the following purposes: (i) to verify the Customer's identity and investigate its background; (ii) to open and operate Accounts or provide other Services or OPS; (iii) to understand the Customer's financial situation; (iv) to determine, and make decisions about, the eligibility of the Customer or the Customer's affiliates for the Services or OPS; (v) to help Royal Bank better understand the current and future needs of Royal Bank's clients; (vi) to communicate to the Customer any benefit, feature, or other information about the Services or OPS; (vii) to help Royal Bank better manage its business and its relationship with the Customer; (viii) to maintain the accuracy and integrity of information held by a credit reporting agency; and (ix) as required or permitted by Applicable Laws. For these purposes, Royal Bank may: (x) share the information with other Persons, including Royal Bank Representatives, Regulatory Authorities, and Persons the Customer requests; (xi) share the information with other financial institutions, and Persons with whom the Customer has financial or other business dealings, and (xii) give credit, financial, and other related information to credit reporting agencies, who may share it with other Persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. Royal Bank may also use the information and share it with its affiliates to: (xiii) manage its risks and operations and those of its affiliates; (xiv) comply with valid requests for information from Regulatory Authorities or other Persons who have a right to issue such requests; and (xv) let its affiliates know the Customer's choices under Section 10.3 for the sole purpose of honouring the Customer's choices. **If Royal Bank has the Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.**

10.3 Other Uses. All information collected by, and provided to, Royal Bank may also be used and disclosed for the following purposes: (i) promoting the Services or OPS that may be of interest; (ii) where not prohibited by Applicable Laws, referring the Customer to Royal Bank's affiliates and for Royal Bank's affiliates to promote OPS that may be of interest; and (iii) if the Customer deals with

Royal Bank's affiliates, Royal Bank and its affiliates may, where not prohibited by Applicable Laws, consolidate all of the information Royal Bank has with information any of its affiliates has about the Customer, in order to manage the business of, and relationships with, Royal Bank and its affiliates. Customer acknowledges that as a result of such sharing, Royal Bank and its affiliates may advise each other of the Services or OPS provided. For the purposes described in subsections (i) and (ii), Royal Bank or its affiliates may communicate with the Customer through various channels, including mail, telephone, computer, or any other Electronic Channel, using the most recent contact information provided. The Customer may choose not to have the information shared or used for any of these "Other Uses" by contacting Royal Bank as set out in Section 10.5, and the Customer will not be refused credit or other services just for this reason.

10.4 Online Activity. Online activity information may also be collected in public and secure websites owned or operated by or on behalf of Royal Bank or its affiliates, or in any of their advertisements hosted on another Person's websites, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the Services or OPS. The Customer may choose not to have this information collected or used for the online personalization purposes described in this Section by contacting Royal Bank as set out in Section 10.5.

10.5 Contact Royal Bank. The Customer may obtain access to its personal information with Royal Bank at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent this access may be restricted as permitted or required under Applicable Laws. To request access to personal information or request the Customer's information not to be used as set out in Sections 10.3 or 10.4, the Customer may contact the Customer's main branch or call Royal Bank toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about Royal Bank's privacy policies may be obtained by asking for a copy of the "**Financial fraud prevention and privacy protection**" brochure, calling the toll free number shown above, or visiting the web site [www.rbc.com/privacysecurity](http://www.rbc.com/privacysecurity).

10.6 Personal Information. The parties will treat all personal information in accordance with Applicable Laws. From time to time, Royal Bank may request the Customer to take steps, including the entering into of additional Documents, to ensure the protection of personal information and compliance with all Applicable Laws. The Customer will promptly comply with these requests.

10.7 Other Persons. Royal Bank is not responsible for any Loss that occurs as a result of any use, including any

unauthorized use, of information by any Person, other than Royal Bank and its Representatives to the extent agreed by Royal Bank in this Agreement.

10.8 Consents, etc. The Customer confirms that any necessary consent, approval, or authorization of any Person has been obtained for the purposes of collecting, using, and disclosing their information in accordance with this Agreement and Applicable Laws.

10.9 Additional Consent. The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

10.10 Royal Bank Information. The Customer will use the Services, Service Materials, and other Confidential Information of Royal Bank only for the purposes they are provided by Royal Bank, and will ensure that Royal Bank's Confidential Information is not disclosed to any Person except: (i) the Customer's Representatives who need to know such Confidential Information in connection with the Services, provided that such Representatives are informed of the confidential nature of such Confidential Information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify Royal Bank in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by Royal Bank.

10.11 Remedies. In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by Applicable Laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

## 11. Joint Banking

11.1 Banking. Each Person provided Joint Banking may exercise and delegate all rights, powers and authorities, incur liabilities and obligations, and otherwise conduct and transact any business whatsoever on behalf of each other Person.

11.2 Individuals. Joint Banking held by Persons that are individuals are held by the Persons as joint tenants with the right of survivorship (except in the Province of Quebec).

11.3 Documents, etc. All Documents by, for, or on behalf of any one or more of the Persons in connection with Joint Banking, will be valid and binding on each of the Persons jointly and severally (in Quebec, solidarily), and Royal Bank is hereby authorized to act on them and give effect to each

of them. The endorsement or signature by or on behalf of any Person provided Joint Banking by any means on any Document deposited with or drawn on Royal Bank will be binding on each of the other Persons to the same extent and with the same effect as if the Document had been manually endorsed or signed by each of the other Persons. If the withdrawal or order for the transfer of funds or the use of a Security Device by any Person results in borrowing money from Royal Bank, all such transactions are expressly approved by the other Persons. Royal Bank may stop payment on any Instrument when any one of the Persons issues a stop payment order.

11.4 Addition. If a Person is to be added to any Joint Banking, Royal Bank must be provided at least thirty (30) days' prior written notice. The addition will be effective from the date the notice has been acknowledged in writing by each branch or agency of Royal Bank where all of the Joint Banking is located. Royal Bank has the discretion to accept, reject, or terminate the addition of a Person to any Joint Banking at any time. If a new Person is provided any Joint Banking, including by virtue of its legal relationship to any other Person, this Agreement will be binding on that new participant as if it is a direct signatory hereto, and each Person will immediately: (i) provide to Royal Bank any and all information, evidence, or other Documents which Royal Bank requests in connection with any Service, including to verify compliance with this Agreement; and (ii) execute any Document and do or cause to be done all acts reasonably necessary to implement and carry into effect this Agreement to its full extent.

11.5 Removal. If a Person is to be removed from any Joint Banking, Royal Bank must be provided at least thirty (30) days' prior written notice. Removal will be effective only from and after the date the notice has been acknowledged in writing by each branch or agency of Royal Bank where all of the Joint Banking is located. At Royal Bank's sole option, this Agreement or any Joint Banking may be terminated on removal of any Person.

11.6 Account Closure. Royal Bank may close any joint Account on the instructions of any Person being provided the Account. Royal Bank will pay the instructing Person any funds on deposit in the closed Account.

11.7 Joint and Several Liability. Each Person provided Joint Banking is jointly and severally (solidarity in Quebec) liable to Royal Bank for all debts, liabilities and other obligations relating to the Joint Banking, including the repayment of any loan or overdraft and interest, fees and charges, regardless of which Person created the obligation.

11.8 Disclosure of Information. Each Person provided Joint Banking, including any added Person, may have access to all information relating to each other Person and the Joint Banking, including all Accounts, Services and credit details and history. Each Person consents to this disclosure of its information.

11.9 Notices (Joint Banking). The delivery, in accordance with this Agreement, of any Document relating to Joint Banking to any one Person being provided the Joint Banking, will be considered delivery to all of the Persons being provided the Joint Banking. The receiving Person is responsible for informing all of the other Persons of any Document delivered by Royal Bank.

11.10 Confirmation. The Customer confirms it is bound by these terms in connection with any Joint Banking provided to the Customer, and its acceptance of this Agreement (either by signature or by use of any Joint Banking): (i) confirms the obligations, responsibilities, representations and warranties of the Customer and each other Person provided the Joint Banking; and (ii) constitutes obligations, responsibilities, and representations and warranties of all of the Persons provided the Joint Banking, including the Customer, on a joint and several basis.

## 12. Partnerships

12.1 Joint and Several Liability – General Partnership or Limited Liability Partnership. If the Customer is a general partnership or a limited liability partnership or equivalent, every obligation of the Customer to Royal Bank under this Agreement or otherwise will also be the separate and individual obligation of each of the partners of the Customer who will be jointly and severally (solidarily in Quebec) bound to Royal Bank for the performance of those obligations whether or not such obligations are contracted for the service or operation of an enterprise of the Customer.

12.2 Joint and Several Liability – Limited Partnership. If the Customer is a limited partnership, every obligation of the Customer to Royal Bank under this Agreement or otherwise will also be the separate and individual obligation of each general partner of the Customer who will be jointly and severally (solidarily in Quebec) bound to Royal Bank for the performance of those obligations.

12.3 Dissolution. If the Customer is dissolved for any reason and if any of the power or authority set out in this Agreement continues to be exercised, then all actions taken after such dissolution by any partner of the Customer before such dissolution will be binding on the Customer and each partner (in the case of a general partnership or limited liability partnership) or general partner (in the case of a limited partnership) of the Customer and its heirs, executors, administrators, successors, or assigns, until notice of the dissolution is received and duly acknowledged in writing by each branch or agency of Royal Bank where the Customer has an Account, as if the dissolution had not occurred.

12.4 Termination. Any of the Customer, a partner (in the case of a general partnership or a limited liability partnership), a general partner (in the case of a limited partnership), or its heirs, executors, administrators, successors or assigns may terminate this Agreement in accordance with Section 15.

12.5 Changes in Partnership. This Agreement will not be revoked by a change in the constitution of the partnership, limited liability partnership, or limited partnership, as the case may be, and will be binding on any Person which may be formed from time to time as a successor to the Customer and on each partner or general partner of the Customer who may be a partner or general partner, shareholder, or member in any such new Person, to the same extent and with the same effects as if each such new Person and every partner, general partner, shareholder, or member had signed this Agreement.

12.6 New Partner – General Partnership or Limited Liability Partnership. If the Customer is a general partnership or a limited liability partnership and any new partner is admitted to the Customer, then this Agreement will be binding on that new partner and on the Customer as if the new partner had signed this Agreement.

12.7 New Partner – Limited Partnership. If the Customer is a limited partnership and any new general partner is admitted to the Customer, then this Agreement will be binding on that new general partner and on the Customer as if the new general partner had signed this Agreement.

## 13. Liability and Disputes

13.1 Disclaimer of Liability. Royal Bank is not responsible for any Losses, except to the extent caused directly by Royal Bank's negligence or wilful misconduct and subject to other limitations under this Agreement.

13.2 Additional Limitations. Even where Royal Bank is negligent, and regardless of the cause of action, Royal Bank is not responsible for any Losses that are indirect, consequential, special, aggravated, punitive, or exemplary damages, including lost profits. Even where Royal Bank is negligent, and regardless of the cause of action, Royal Bank is also not responsible for any Losses resulting from any of the following:

- (i) the actions of, or failure to act by, any other Person except for Royal Bank's Representatives who are acting in accordance with Royal Bank's specific instructions;
- (ii) mistakes or errors in, omissions from, inaccuracy or inadequacy of, or delays with, any Document provided to Royal Bank or its Representatives;
- (iii) the Customer, including any of its Representatives:
  - (A) failing to comply with this Agreement or any other Document applicable to the Services;
  - (B) engaging, either alone or with others, in any fraudulent, unlawful, dishonest, or other improper acts or omissions;
  - (C) carrying out a transaction, including if the transaction is the result of any mistake or errors in, omissions from, inaccuracy, or other inadequacy of, or delays with any Document provided to Royal Bank or its Representatives;
  - (D) disclosing or sharing, or agreeing to the disclosure or sharing of, a Security Device with any Person;
  - (E) making, consenting, authorizing, or contributing to, or otherwise

being responsible for, or benefiting from a transaction; (F) failing to take measures to protect against and prevent the Losses, including by using an Electronic Channel that it knows or reasonably ought to know contains software that has the ability to reveal to an unauthorized Person, or to otherwise compromise, any Security Device; (G) leaving Royal Bank's website and linking to and from any other Person's website; or (H) failing to adequately cooperate with Royal Bank in a related investigation; in each case, as determined by Royal Bank, acting reasonably;

(iv) anything beyond Royal Bank's control, including Losses resulting from: (A) Force Majeure, (B) any delay, error, interruption, or failure by Royal Bank to perform or fulfill its obligations due to any cause beyond Royal Bank's control, including any systems malfunction, technical failures, or if a Document retrieved by Royal Bank is not timely, complete, or accurate; or (C) any communication facilities or Electronic Channels that are not under Royal Bank's control, including communication facilities that may affect the timeliness, completeness, or accuracy of a Document or that may cause a delay in the retrieval or presentment of any Document;

(v) any missing, incomplete, or fraudulent endorsement of any Instrument;

(vi) Royal Bank relying or acting on any Document, including a Document accessed, sent, received, accepted, or processed through an Electronic Channel, pursuant to this Agreement; or

(vii) the transmission of any Disabling Code or other destructive or contaminating properties through an Electronic Channel, or any related damage to any computer systems.

**13.3 Waiver and Release.** Royal Bank makes available certain Services, including Account Images, Disbursement Auditor / RBC Express Positive Pay, and Payee Match, and Service features, including dual administration for RBC Express, which are intended to detect and deter forged, fraudulent, or unauthorized Instruments. If the Customer does not implement any of these Services or Service features, the Customer is precluded from making any claim against Royal Bank for a forged, fraudulent, or unauthorized Instrument that such Service or Service feature is intended to deter or detect, and Royal Bank will not be responsible for the Instrument or any related Losses.

**13.4 Third Party Disputes.** Except as otherwise provided in this Agreement, Royal Bank is not responsible for any Dispute the Customer may have with any other Person, including its clients, payees, or creditors or any Beneficiary, as a result of this Agreement or any Service. The Customer assumes full responsibility for resolving any such Dispute directly with the Person in a manner that does not adversely affect Royal Bank. Royal Bank is not responsible if the Person: (i) does not credit the Customer for an Instrument for whatever reason; (ii) charges the Customer fees or

penalties related to an Instrument; or (iii) does not supply the goods or services purchased or if the goods or services supplied are not suitable.

**13.5 Indemnity.** Except to the extent caused directly by Royal Bank's negligence or wilful misconduct, the Customer indemnifies and holds harmless Royal Bank from and against any Losses in connection with this Agreement, the Services, or any other dealings between Royal Bank and the Customer.

**13.6 Force Majeure.** Each party will notify the other, as soon as possible, of an actual or anticipated Force Majeure which may affect any Service, and a summary of the action to be taken by it as a result.

**13.7 Notice of Claim.** The Customer will, if not legally prohibited, immediately notify Royal Bank, verbally and in writing, of any Loss or Dispute which it becomes aware of in connection with this Agreement or any Service.

## 14. Changes

**14.1 New Services.** When a new service is offered by Royal Bank, the service is deemed to be a "Service" under this Agreement, and subject to the terms and conditions of this Agreement, immediately when the Customer is enrolled in, authorized for, or uses the service, without any other action required by the Customer, Royal Bank, or any other Person.

**14.2 Changes to Services.** Royal Bank may add, remove, or change any part or feature of the Services without providing notice to the Customer.

**14.3 Changes to Agreement.** Royal Bank may at any time amend, supplement, restate, or otherwise change this Agreement by giving the Customer notice of the change through announcements in Royal Bank's website for the Services or otherwise by giving the Customer notice in accordance with Section 16.1. If the affected Services are used after the date of the notice of change or effective date of the change, whichever is later, the Customer is deemed to have agreed and consented to the change. If any change is not acceptable to the Customer, the Customer must immediately stop use of the affected Services and contact Royal Bank for assistance. The Customer agrees to be bound by the latest version of the Schedules and Service Materials from time to time made available on Royal Bank's website for the Services, or otherwise provided to the Customer. The Customer agrees to regularly review these and any notice of change outlined above.

## 15. Termination

**15.1 Termination of Service.** Royal Bank or the Customer may terminate any Service at any time by giving the other written notice at least thirty (30) days prior to the effective date of termination, or as otherwise mutually agreed in writing by the parties.

**15.2 Termination of Agreement.** Royal Bank or the Customer may terminate this Agreement at any time by

giving the other written notice at least sixty (60) days prior to the effective date of termination, or as otherwise mutually agreed in writing by the parties. For greater certainty, termination of this Agreement will result in termination of all of the Services at the same time.

**15.3 Immediate Termination.** Royal Bank may immediately suspend or terminate any Service or this Agreement, in whole or in part, without prior notice, if: (i) required by Applicable Laws or a Regulatory Authority; (ii) there is, has been, or Royal Bank has reasonable grounds to anticipate, a security breach or breach of Applicable Laws in connection with the Services; (iii) there is, has been, or Royal Bank has reasonable grounds to anticipate, a breach of this Agreement or any other Document applicable to the Services which is, in Royal Bank's discretion, incapable of being cured to Royal Bank's satisfaction, or, if curable, is not cured to Royal Bank's satisfaction within thirty (30) days of notice of such breach having been provided by Royal Bank to the Customer; (iv) an event of Force Majeure continues for a period of thirty (30) consecutive days; (v) any proceedings are commenced, an order is made by a court of competent jurisdiction, or resolution of the directors or shareholders of the Customer is passed for the dissolution, winding-up, or liquidation of the Customer; or (vi) Royal Bank determines, in its discretion, there has been a material adverse change in the financial condition of, including an Act of Insolvency by, the Customer or any other Person which could affect the Services.

**15.4 Suspension or Termination of Services.** Suspension or termination of any Service under this Agreement will not terminate, negate, or lessen any of the Customer's responsibilities or obligations under this Agreement, and suspension or termination of any Service will not impair any of Royal Bank's rights under this Agreement.

**15.5 Survival.** Termination of any Service or this Agreement will not affect the rights and remedies of each party accrued to the date of termination, nor will it affect any provision of this Agreement which, by its nature, should apply after termination.

## 16. Miscellaneous

**16.1 Delivery of Documents, etc.** Any Document, including any disclosure or notice of change to this Agreement, may be delivered using one or more means of communication, which may include: (i) delivery in paper form; or (ii) delivery in electronic form using any Electronic Channel, including posting on Royal Bank's website. Any Document in paper or electronic form will be deemed to have been given and received on the day of delivery or posting, if delivered or posted before 4:00 p.m. (Toronto time) on a day Royal Bank is open for business to the public in Toronto, Ontario. Otherwise, any such Document will be deemed to have been given and received on the next following day Royal Bank is open for business to the public in Toronto, Ontario. Documents will be delivered to the Customer using the most recent contact information for the Customer held by

Royal Bank. The Customer will provide prior written notice to Royal Bank of any changes to the contact information contained in Royal Bank's records.

**16.2 Electronic Documents and Consent.** The Customer designates the RBC Express Message Centre as its designated information system, and consents to the provision by Royal Bank, and receipt by the Customer, of any Document through that Electronic Channel. Where the Services provided to the Customer do not include RBC Express, the Customer designates its Online Banking Message Centre as its designated information system. Where the Services provided to the Customer do not include either RBC Express or Online Banking, the Customer designates either: (i) facsimile (at the facsimile number provided by the Customer); or (ii) electronic mail (at the e-mail address provided by the Customer) as its designated information system. The Customer recognizes that: (i) the Customer may revoke its consent under this provision at any time, in whole or in part if the option to partially revoke is provided by Royal Bank; (ii) the Customer is responsible for informing Royal Bank of any changes to a designated information system where Royal Bank is in a position to accept such instructions at Royal Bank's discretion, and of any changes to the contact information related to any designated information system; (iii) any Document will be held in accordance with Royal Bank's enterprise record retention policy, and will be made available to the Customer during the applicable retention period; (iv) the Customer is responsible for retaining a copy of each Document; and (v) this consent takes effect immediately. Royal Bank may provide the Customer with any Document in paper form if Royal Bank deems appropriate, or if Royal Bank is unable to provide the Document in electronic form through the Electronic Channels at the above-noted designated information systems. The Customer is responsible for accessing the designated information system on at least a monthly basis, if applicable, in order to check for any notices provided pursuant to this Section.

**16.3 Default.** The Customer will be in default by the mere lapse of time fixed for performing an obligation.

**16.4 Multiple Parties.** If the Customer is more than one Person, each Person is jointly and severally (solidarily in Quebec) liable to Royal Bank for all debts, liabilities, and other obligations of the Customer.

**16.5 Successors and Assigns.** This Agreement may not be assigned by the Customer, either in whole or in part, unless agreed in writing by Royal Bank. This Agreement will constitute the continuing consent and agreement of the Customer, and will bind and enure to the benefit of each party and its heirs, executors, liquidators of successions, administrators, and other legal representatives, successors, and assigns.

**16.6 Conflicts.** If there is any inconsistency between any Service Materials and this Agreement, the Service Materials will prevail to the extent of any inconsistency for the

applicable Service. Any prior Document governing a Service is deemed to be incorporated in this Agreement. This Agreement will prevail to the extent of any inconsistency with a prior Document, unless Royal Bank determines, in its discretion, the prior Document should prevail in whole or in part.

**16.7 No Waivers.** No delay or omission by either party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. No waiver of any provision of this Agreement will be effective unless agreed in writing by Royal Bank.

**16.8 No Agency, Trust, or Partnership.** This Agreement does not create any agency, trust, joint venture, or partnership relationship between the parties or between Royal Bank and any other Person, including any Beneficiary. Nothing in this Agreement will confer on the Customer or any Person the authority to act for, bind, create, or assume any obligation or responsibility, or make any representation, on behalf of Royal Bank.

**16.9 No Fiduciary Relationship.** This Agreement does not create any fiduciary obligations or relationship between the parties. The Customer understands and acknowledges the merit and risk associated with this Agreement and each Service, and acknowledges it has sufficient knowledge and experience to evaluate and assume such merit and risk. The Customer will not construe any information provided by Royal Bank as legal, tax, investment, financial, or business advice or counsel. The Customer is relying on the advice of its own advisors and counsel, which are unaffiliated with Royal Bank, for purposes of entering this Agreement and using any Service.

**16.10 No Third Party Beneficiaries.** This Agreement is only for the benefit of Royal Bank and the Customer, and is not intended to confer any legal rights, benefits, or remedies on any other Person except to the extent otherwise provided in this Agreement. There are no third party beneficiaries to this Agreement.

**16.11 Further Assurances.** Immediately on request by Royal Bank, the Customer will: (i) provide to Royal Bank any and all information, evidence, and other Documents which Royal Bank requests in connection with any Service, including to verify compliance with this Agreement; and (ii) execute any Document and do or cause to be done all acts reasonably necessary or desirable to implement and carry into effect this Agreement to its full extent.

**16.12 Severability.** Any provision of this Agreement that is or becomes unenforceable, will be unenforceable only to the extent of such unenforceability without invalidating the remaining provisions hereof. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and such invalid provision will be deemed to be severable. The Customer waives any provision of Applicable Laws that may render any provision hereof unenforceable in any respect.

**16.13 Governing Law.** This Agreement will be exclusively governed by the laws of the Province or Territory in which the Services are used by the Customer, or, if the Services are used by the Customer outside of Canada or in multiple jurisdictions, this Agreement will be exclusively governed by the laws of the Province of Ontario. The Customer irrevocably submits to the courts of the Province or Territory specified above in any action or proceeding arising out of or relating to this Agreement or the Services. The Customer irrevocably agrees that all such actions or proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defence of an inconvenient forum. The Customer agrees that a judgement or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by Applicable Laws. Royal Bank may serve legal process in any manner permitted by Applicable Laws or may bring an action or proceeding against the Customer or the property or assets of the Customer in the courts of any other jurisdiction.

**16.14 Counterparts.** This Agreement may be entered in parts and each part may be entered using an Electronic Channel. Together all parts constitute one and the same Agreement.

**16.15 Language.** The parties acknowledge that they have required that this Agreement and all related documentation be drawn up in the English language. Les parties reconnaissent avoir demandé que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en langue anglaise.

## PART B – ADDITIONAL TERMS FOR SPECIFIC SERVICES

This Part of the Agreement contains terms for specific Services which may not be used by the Customer at the time the Customer enters into the Agreement. The terms for each of these Services will become applicable to the Customer when the Customer is enrolled in, authorized for, or uses the Service.

### 17. Accounts

**17.1 Overdrafts.** Unless otherwise agreed by Royal Bank, and notwithstanding any prior course of conduct, Royal Bank may, but will have no obligation to, honour, and Royal Bank may at any time in its discretion refuse to honour, any Instrument which, if honoured, might overdraw an Account or increase an overdraft in an Account. The Customer will pay to Royal Bank, on demand, the amount of any overdraft in an Account, together with interest. The rate of interest payable on any overdraft in an Account will be Royal Bank Prime Rate plus 5% for Canadian dollar Accounts, and US Base Rate plus 5% per annum for US dollar Accounts, or the rate otherwise agreed to in writing by Royal Bank and the Customer. The interest will accrue daily on the basis of a 365 day year and will be calculated and payable monthly. For the purposes of the Interest Act (Canada), if a rate of interest is or is to be calculated on the basis of

a period which is less than a full calendar year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by the actual number of days in the calendar year for which such calculation is made and divided by the number of days in such period.

**17.2 Credit Balances.** Unless otherwise agreed in writing by Royal Bank, amounts standing to the credit of an Account will not bear interest.

**17.3 Electronic Statements.** Royal Bank may, in its discretion, provide Account statements in paper or electronic form using any Electronic Channel. The Customer is responsible for ensuring that each electronic statement is accessed and reviewed regularly in accordance with this Agreement. Royal Bank is under no obligation to provide the Customer or any other Person with notice of the availability of the electronic statement. Royal Bank is not responsible for any Losses resulting from the Customer's failure to receive electronic statements as a result of any Accounts not being electronically enrolled or if the Customer fails to notify Royal Bank of non-receipt in accordance with this Agreement.

**17.4 Hold Policy.** Funds for cheques and other Instruments deposited to an Account may not be accessible immediately. The length of the hold period can vary depending on the location of the issuing financial institution. In general, the length of the hold period is: (i) five (5) business days, or any shorter period required by law, for cheques and other Instruments in Canadian or US currency drawn on a Canadian branch of a Canadian financial institution; (ii) fifteen (15) business days for cheques and other Instruments drawn on a US financial institution; and (iii) twenty-five (25) business days for cheques and other Instruments drawn on a foreign financial institution other than in the US. After the hold period, the Customer may access the funds in the normal course. However, Royal Bank's release of funds to the Customer does not mean that the cheque or other Instrument cannot be returned. If the cheque or other Instrument is returned after the hold period, Royal Bank may charge the amount of the cheque or such other Instrument to the Account. For these purposes, the term "business day" means regular weekdays only and excludes Saturdays, Sundays, and holidays under Applicable Laws.

**17.5 Trust Funds.** The Customer continuously represents, warrants, covenants, and agrees that there are no funds in any Account which are subject to a trust or ownership interest in favour of any other Person (a "Beneficiary"), except to the extent Royal Bank has agreed to the use of the Account for such purpose, and Royal Bank has coded the Account as a trust account in its records. If an Account contains trust funds, the Customer represents, warrants, covenants, and agrees that: (i) the Customer has the legal capacity and power, authority, and discretion to deposit the trust funds in the Account and provide any other instructions regarding any trust funds or Account,

including with respect to the deposit, investment, and withdrawal of the trust funds and the opening, operating, and closing of any Account, and that this power, authority, and discretion may be delegated by the Customer to any Person, including as specified in any Authorization Forms, Service Materials, or other Document held by Royal Bank; (ii) the Customer is in compliance, and will comply, with all Applicable Laws and other obligations, including those applicable to any trust funds, Account, or Beneficiary; (iii) Royal Bank does not have knowledge of, and is not bound to see to the execution of, any trust, Applicable Laws, or other obligation to which any trust funds, Account, or Beneficiary is subject; (iv) the Customer will ensure that each Account containing trust funds will be designated and coded as a trust account in the records of Royal Bank and the Customer. The Customer will keep all trust funds separate and apart from any other funds, investments, or other assets of the Customer, and will ensure they are not comingled, to the extent required by any Applicable Laws or other obligation. The Customer will keep the trust funds segregated for each Beneficiary to the extent required by any Applicable Laws or other obligation; (v) no trust funds or Account will be used, directly or indirectly, for any Person other than as described herein and no Person other than the Customer and its delegates pursuant to subsection (i) above may provide instructions with respect to any Account containing trust funds; and (vi) the Customer will not permit any pledge or assignment of, or security interest (including hypothecs and assignments) against, any trust funds, Account, or any related Instrument, except to the extent agreed in writing by Royal Bank. The eligibility of trust funds for separate CDIC coverage per Beneficiary is subject to the Customer's compliance with the applicable by-laws and other requirements of CDIC. CDIC by-laws prescribe the time, form, and manner in which the Customer must disclose the interest of a Beneficiary to Royal Bank. The Customer should visit [cdic.ca](http://cdic.ca) or call 1-800-461-2342 for details. Royal Bank is not responsible for ensuring that such CDIC coverage requirements are met, and Royal Bank makes no representation in this regard. The Customer will direct Royal Bank as to what investments are required for any trust funds in accordance with Applicable Laws and other applicable obligations. Subject to the Customer's direction, trust funds deposited in an Account may pay interest through GICs of varying terms or other interest-bearing deposits offered to the Customer by Royal Bank from time to time. Royal Bank will rely on the Customer's direction respecting the investment of trust funds. If payable, interest will be credited to an Account in accordance with the type of GIC or other deposit held in the Account, and on the termination of the Account. Unless otherwise agreed in writing by Royal Bank, Royal Bank will automatically renew any GIC or other investment on maturity and on each succeeding maturity date for the term originally or most recently instructed by the Customer. The amount re-invested will be the original amount of trust funds deposited, plus all paid interest to the maturity

date. The withdrawal of trust funds in an investment, and the cancellation of a GIC or other investment prior to its maturity, is subject to the terms of the investment or Royal Bank's discretion. The Customer will provide any Document requested by Royal Bank for such purpose, in form and substance satisfactory to Royal Bank. None of Royal Bank or its Representatives will be responsible for any Losses arising in connection with any trust funds or Beneficiary. The Customer will pay, indemnify, and hold harmless Royal Bank and its Representatives for, all Losses arising in connection with any trust funds, Account, or Beneficiary, including in connection with any Instrument or any other deposit, investment, or withdrawal of the trust funds which does not comply with any Applicable Laws or other applicable obligation.

## 18. Debit Blocking

18.1 Definitions. Capitalized terms used for this Service that are defined in CPA Rule H1 have the meanings given in that Rule.

18.2 Enrolment Period. It may take up to 10 days (the "Enrolment Period") for this Service to commence following Royal Bank's execution of the applicable Service Materials. No cheques or Business PADs drawn on an Account will be returned by Royal Bank during any Enrolment Period.

18.3 Automatic Returns. The Customer will not have an opportunity to review any cheque or Business PAD before it is automatically returned by Royal Bank as dishonoured pursuant to this Service.

18.4 Cheques and Business PADs Only. Except for cheques and Business PADs returned by Royal Bank pursuant to this Service, no other Instrument or other debit drawn on an Account, including any Cash Management PAD or Funds Transfer PAD, will be returned by Royal Bank as part of this Service.

18.5 Applicable Laws. The Customer represents, warrants, covenants, and agrees that it is in compliance, and will comply, with all Applicable Laws, including with respect to the stop payment of any cheque and the revocation of its authority for any Business PAD if required in connection with this Service.

18.6 Future Assurance. Immediately on request by Royal Bank, the Customer will provide an affidavit in connection with the return of a fraudulent cheque or a Reimbursement Claim in connection with the return of a Business PAD.

## 19. Credit

19.1 Authorizations. The Customer represents, warrants, covenants, and agrees that each Person who borrows or establishes credit on the Customer's behalf, or uses a Service which results in borrowing by the Customer or the provision of credit to the Customer, has been properly authorized by all necessary actions to: (i) borrow or obtain credit from Royal Bank in such amounts and on such terms as the Person deems appropriate, whether by loan,

advance, overdraft, or by any other means; (ii) mortgage, hypothecate, charge, pledge, convey, assign, transfer, or create a security interest in any or all of the property, real and personal, immovable and moveable, undertakings, and rights of the Customer, present and future, to secure the payment and performance of any or all present and future liabilities and obligations to Royal Bank; (iii) enter into financial leases with Royal Bank; and (iv) guarantee the obligations of any other Person to Royal Bank.

19.2 No Restrictions. The Customer represents, warrants, covenants, and agrees that there are no provisions under Applicable Laws, its constating documents, or any by-laws, resolutions, or other applicable obligations that restrict or limit the Customer, or any Person on the Customer's behalf, from exercising any of the rights, powers, or authorities described in Section 19.1.

## 20. Night and Day Depository

20.1 Deposits. Deposits must be made using a type of bag that is pre-approved by Royal Bank and secure. A deposit will only contain notes, coins, cheques, or other Instruments. Each deposit must be accompanied by an itemized deposit slip, in duplicate, visibly listing its contents and showing separately the amount represented by Canadian or US dollar notes, coins, and other Instruments.

20.2 Delivery. Each deposit will be dropped or delivered, properly sealed, in a designated deposit chute or depository at certain Royal Bank branches. Deposits may also be delivered to tellers at a Royal Bank branch, at a higher cost to the Customer. The Customer will ensure each deposit bag is securely sealed before being dropped or delivered, and that each chute or depository is immediately closed or locked after each use. If there is any suspected or actual unusual state of condition or defect in a chute or depository, the Customer will immediately provide verbal and written notice to the manager of the Royal Bank branch where the chute or the depository is located.

20.3 Keys. If Royal Bank provides one or more keys permitting access to a depository, the Customer will notify Royal Bank of receipt by the Customer, or by a Person on the Customer's behalf, of each key. Each key remains at all times property of Royal Bank, and may not be duplicated. In the event of any suspected or actual loss or theft of a key, the Customer will ensure notice of this is immediately provided to the manager of the Royal Bank branch at which the depository is located. Each key will be immediately returned to Royal Bank when this Service is suspended or terminated, when use of a depository ceases, or otherwise at Royal Bank's request. The Customer will pay Royal Bank on demand all Losses in connection with any loss or theft of, or failure to return to Royal Bank, any key, including for replacing each lock, key and all other keys to the depository.

20.4 At Customer's Risk. The Customer agrees that the use of this Service, including any use or attempted use of

a chute or depository, by the Customer or any other Person on its behalf is at the sole risk of the Customer, and the Customer will indemnify and hold harmless Royal Bank for any related Losses. Royal Bank assumes no responsibility or liability whatsoever in respect of any Losses suffered or incurred by the Customer or any other Person relative to their use or attempted use of the Service, including with respect to anything delivered or intended to be delivered or any injury or other Loss sustained by the Customer or other Person while using or attempting to use a chute or depository. The Customer is exclusively responsible for anything delivered to Royal Bank in any bag, and assumes the risk or loss thereof, until entered by Royal Bank in its records as a deposit.

**20.5 Unopened Bags.** On enrolment in this Service the Customer may request to take delivery of its bags unopened. If this is agreed by Royal Bank, the Customer agrees: (i) each bag will be clearly marked in a manner pre-approved by Royal Bank and which indicates it is to be returned to the Customer unopened; (ii) each bag will be picked-up by the Customer on the next day the applicable Royal Bank branch is open for business immediately following the day on which the bag is placed in a depository, or on such later date when the bag is made available by Royal Bank; and (iii) the contents of each bag delivered by Royal Bank to the Customer shall be conclusively deemed to be exactly the same as the contents of the bag when it was placed in the depository. Royal Bank is not responsible for any delays associated with the delivery of a bag to the Customer, including if a bag is inadvertently picked-up by Royal Bank or an armoured car courier on Royal Bank's behalf.

**20.6 Processing Contents.** Except where Royal Bank has agreed to deliver bags to the Customer unopened in accordance with Section 20.5, Royal Bank is authorized to open each bag and remove and process the contents in accordance with this Agreement. Royal Bank is not obligated to process any contents which Royal Bank, in its discretion, does not consider acceptable, and the Customer shall timely take delivery of any contents not processed by Royal Bank.

**20.7 Royal Bank's Records.** Royal Bank's records concerning the Customer's use of this Service, including Royal Bank's count or determination of the number of bags or contents of each bag, are, in the absence of manifest error, deemed conclusively correct and irrevocably binding on the Customer. The relationship between Royal Bank and the Customer shall, relative to the contents of any bag, only become one of debtor and creditor, respectively, after the time the contents have been removed, counted, verified, accepted, and entered by Royal Bank in its records as a deposit.

**20.8 Provisional Credits.** Any provisional credit to an Account based on a deposit slip is subject to change, and Royal Bank may debit or credit the Account, to the extent necessary based on Royal Bank's actual count or

determination of the contents of each bag. Any note, coin, or Instrument that requires conversion from one currency to another will be converted at the time it is counted by Royal Bank using the applicable currency conversion rate established for such purpose by Royal Bank, in its discretion, at that time. Any provisional credit to an Account will be changed, and Royal Bank may debit or credit the Account, to the extent necessary to reflect the amount of funds converted and to deduct any conversion fees.

**20.9 Withdrawal of Depository.** Royal Bank will have the right to change or withdraw from the Service any chute or depository, without prior notice, and Royal Bank will not be responsible for any resulting Losses.

## 21. Non-Manual Signing of Instruments and Instructions

**21.1 Binding Effect.** In the applicable Schedule, the Customer will provide Royal Bank with specimens of the mechanical, electronic, or other non-manual signatures which may be used for its Documents. Any Document, including Instruments, bearing any such signature shall have the same legal effect as if in written paper form signed by the Customer, and the Customer is bound by, and responsible for, the resulting transactions. Royal Bank is authorized to give effect to any Document, including any Instrument, bearing such mechanical, electronic, or other non-manual signature, and regardless of who actually affixed the mechanical, electronic, or other non-manual signature, how that signature came to be affixed, or whether it is genuine.

## 22. Pre-Authorized Debits

**22.1 Definitions.** Capitalized terms used for this Service that are defined in CPA Rule H1, have the meanings given in that Rule.

**22.2 Sponsoring Member.** Royal Bank will act as the Customer's Sponsoring Member for processing Cash Management PADs, Business PADs, or Personal PADs.

**22.3 NDDS Method 3.** If the Customer wishes to use Royal Bank's NDDS Method 3, then, subject to Royal Bank's approval, the Customer will provide Royal Bank the Schedule applicable to NDDS Method 3.

**22.4 Letter of Undertaking.** This Section is the Payee Letter of Undertaking for PADs issued by the Customer. In accordance with CPA Rule H1, each time this Service is used, the Customer implicitly represents and warrants to, and covenants with, Royal Bank as follows:

(i) **Payor Approval.** Each Payor on whose behalf any debit purports to have been drawn or direction purports to have been given shall have signed or otherwise duly Authorized and delivered to the Payee an authority instructing the Payee to issue debits, and, where applicable, shall have given the Payee a direction pursuant to such an authority to issue a debit as though it were signed or otherwise duly Authorized by such Payor instructing such direction to be acted on as though it were a Written instruction signed

by such Payor. The Customer undertakes to ensure that each Payor's PAD Agreement and Authorization meets the requirements of CPA Rule H1, including Appendix II of CPA Rule H1. The Customer shall maintain all records of, and undertakes to make available, immediately on the request of Royal Bank, a Payor or an authorized representative of the Payor (including the Processing Member), evidence of the authority of a Payor for whom the Payee has issued or caused to be issued any PAD, including each Payor's PAD Agreement and Authorization.

(ii) **Valid Signing Authority.** The Customer is solely responsible to ensure that each Payor's PAD Agreement and Authorization is signed or otherwise duly Authorized by the Payor in a form that constitutes proper authority for Royal Bank and the Processing Member to debit the Payor's designated account as may be set out in the Payor's account agreement with its Processing Member.

(iii) **Payor Acknowledgement for Cash Management PADs.** Where the Payor and the Customer are the same Person, the Customer agrees Royal Bank may debit its designated account for such PAD. Where the Payor and Payee are not the same Person, the Customer confirms the Customer and the Payee are closely-affiliated Businesses, the Payor has received, reviewed, and Authorized this Payee Letter of Undertaking, and the Customer, Royal Bank, and the Processing Member are authorized to debit the designated accounts of the Payor. The Customer confirms this subsection constitutes proper authority for the Processing Member to debit the Customer's or Payor's designated accounts for Cash Management PADs in accordance with the applicable account agreement with the Processing Member.

(iv) **Sporadic PADs.** If any PADs are Sporadic or may be issued with Sporadic frequency, proper Authorization will be obtained from the Payor for each and every such PAD, in accordance with CPA Rule H1.

(v) **CPA General Indemnity.** In addition to the Customer's indemnity in Part A of this Agreement, except to the extent caused directly by Royal Bank's negligence, the Customer undertakes and agrees to hold harmless and to indemnify Royal Bank and any applicable Processing Member against any and all losses, costs, fees (including reasonable legal and other professional fees and disbursements), damages, expenses, liabilities, claims, suits and demands whatsoever that Royal Bank or any applicable Processing Member may suffer, incur or be under or that may be made or brought against Royal Bank or any such Processing Member by reason of or in any way arising out of any of the Services, including the action in drawing and issuing any debit.

(vi) **Liability for Accuracy.** The Customer shall be solely responsible for the accuracy and completeness of all information furnished to Royal Bank in connection with the Services, and Royal Bank shall not be responsible in any way for errors resulting from the inaccuracy or

incompleteness of any information furnished to Royal Bank. Without limiting the generality of subsection (v) above, the Customer undertakes and agrees to indemnify Royal Bank for all amounts that may be erroneously paid by Royal Bank or any Processing Member in respect of any PAD erroneously credited or debited by Royal Bank or any Processing Member pursuant to any direction from or on behalf of the Payee.

(vii) **Force Majeure.** Royal Bank shall not be liable to the Customer or any other Person for any delay, damage, penalty, cost, expense or inconvenience to the Customer or such other Person resulting from Royal Bank's failure to perform any of the Services by reason of any cause beyond Royal Bank's control.

(viii) **Payor's Claim for Reimbursement.** The Customer undertakes and agrees to reimburse Royal Bank and any Processing Member for payment of any claim, including any interest claim, made by a Payor or other Person in accordance with the CPA Rules Manual, including any claim paid by Royal Bank as a result of a Reimbursement Claim filed by a Payor or other Person alleging that: (A) the PAD was not drawn in accordance with the Payor's PAD Agreement; (B) the Payor's PAD Agreement was revoked; (C) any required Pre-Notification was not given at least ten (10) days before the date a related PAD was processed to the account of the Payor, or was not waived in accordance with CPA Rule H1; (D) Confirmation was not provided in accordance with Section 16 of CPA Rule H1; or (E) no Payor's PAD Agreement existed between the Person making the claim and the Payee with respect to a particular PAD.

(ix) **Assignment.** This Payee Letter of Undertaking may not be assigned, directly or indirectly, by operation of law, change of control or otherwise, without the prior written consent of Royal Bank. No Payor's PAD Agreement may be assigned by the Payee, directly or indirectly, by operation of law, change of control or otherwise, except: (A) with respect to the assignment of a Paper Agreement: (i) if the Payee has prominently displayed (e.g. in bold print, highlighted or underlined) an assignment clause in the Payor's PAD Agreement and the Payee has provided to the Payor Written notice of the full details of such assignment, including the identity and contact information of the assignee; or (ii) the Payee has provided to the Payor prior Written notice of the full details of such assignment, including the identity and contact information of the assignee, a minimum of ten (10) days in advance of any PAD being issued in the assignee's name; or (B) with respect to the assignment of an Electronic Agreement: (i) if the Confirmation contains, in addition to the clauses on the mandatory form set out in Appendix IV of CPA Rule H1, an assignment clause that is prominently displayed (e.g. in bold print, highlighted or underlined) and the Payee has provided to the Payor Written notice of the full details of such assignment, including the identity and contact information of the assignee; or (ii) the Payee has provided to the Payor, prior Written notice of the full

details of such assignment, including the identity and contact information of the assignee, a minimum of ten (10) days in advance of the next PAD being issued in the assignee's name.

(x) **Name Change.** The Customer shall provide a minimum of ten (10) days Written notice to Royal Bank and the Payor in advance of the next PAD, where a Payee's name has changed.

(xi) **CPA Rules / Confirmation / Pre-Notification.** The Customer agrees it is bound by, and will comply with, respect and apply all relevant provisions of, the CP Act and all related by-laws, rules, and standards in force from time to time as they apply to the Payee and all PADs issued in connection with the Services, including the Confirmation / Pre-Notification requirements or waiver of Pre-Notification requirements and cancellation requirements as set out in CPA Rule H1.

(xii) **Cancellation.** Without limiting the generality of subsection (xi) above, the Customer hereby agrees that, subject to the expiry of any reasonable cancellation notice period (not to exceed thirty (30) days) that has been clearly set out in any agreement between the Payor and the Payee (including in an applicable Payor's PAD Agreement), on receipt by the Payee of any Written or otherwise oral communication from a Payor clearly instructing the Payee to cease issuing PADs or otherwise revoking a Payor's PAD Agreement or an Authorization to issue PADs, the Customer shall ensure the PAD is cancelled in the next business, billing or processing cycle, but shall (within not more than thirty (30) days from the notice) cease any new PADs against that Payor and ensure no further PADs are issued against that Payor unless and until that Payor provides the Payee with a new Payor's PAD Agreement.

(xiii) **Notices of Change.** The Customer undertakes and agrees to: (A) accept and act on any notice of change of a Payor's payment routing information that it receives from Royal Bank that was provided to Royal Bank by the Payor's Processing Member in relation to an administrative change to that information by the Processing Member pursuant to CPA Rule F12 that does not involve changing that Processing Member; and (B) deem such notice of change to be that Payor's authorization to change its relevant payment routing information, provided that Royal Bank shall be responsible to the Customer only for the accuracy of information provided in any such notice of change that Royal Bank provides to the Customer.

(xiv) **Re-Presentation.** In the event of the return of a PAD for reason of "Non-Sufficient Funds" or "Funds Not Cleared," the PAD may be re-presented electronically on a one-time only basis for the same amount as the original PAD, and provided that such PAD is re-presented within thirty (30) days. Any such re-presentation of a PAD shall not contain interest, Non-Sufficient Funds charges or any other charges in addition to the amount of the original PAD.

(xv) **Termination of Service.** Notwithstanding any termination of the Service, the provisions of CPA Rule H1 and the indemnification provisions of this Agreement shall continue to remain in full force and effect with respect to any PAD drawn and issued or any other obligation of a Sponsoring Member in accordance with the provisions of this Agreement prior to the day upon which such termination takes effect.

## 23. Stop Payments

23.1 **Processing.** The Customer will ensure that the cheque or debit to be stopped has not already been paid or processed through the applicable Account. Royal Bank will confirm receipt of stop payment instructions. The following information must be provided for each cheque or debit to be stopped: (i) amount; (ii) date; (iii) payee name; (iv) serial number (note that the MICR encoded serial number is required in order for the system to capture it); and (v) reason for the stop payment. To stop a series of pre-authorized debits, stop payment instructions must be submitted for each debit in the series. Any stop payment instruction will remain in place for only one (1) year from the date the instruction is accepted by Royal Bank. It is the Customer's responsibility to follow-up on all stop payment instructions, and to ensure the payee has been notified that a stop payment instruction has been given. The issuance and processing of a stop payment instruction may not affect the legal obligation to the payee or any other Person. The payee must be contacted directly to cancel any contract with the payee as required. Royal Bank will process all stop payment instructions in accordance with CPA Rules, but Royal Bank does not guarantee a cheque or debit will be stopped even if a stop payment instruction has been processed. Royal Bank is not responsible for any Losses arising as a result of a stop payment instruction or related Instrument.

## 24. U.S. Par Crossed

24.1 **Definitions.** For purposes of this Service, the following defined terms will be used:

"**Business Day**" means a day (other than a Saturday or Sunday) on which national banks are open for business to the general public in the State of New York, provided, however: (i) a Business Day for RBC New York Branch will be limited to only those Business Days on which RBC New York Branch is open for business for the purpose of receiving and processing Par Crossed Cheques for Royal Bank's customers; and (ii) a Business Day for Royal Bank (for greater certainty, excepting RBC New York Branch) will be limited to only those Business Days on which Royal Bank is open for business for Royal Bank's customers; and

"**Canadian Statutory Holiday**" means New Years Day\* (January 1), Good Friday, Victoria Day (third Monday in May), Canada Day\* (July 1), Labour Day (first Monday in September), Thanksgiving Day (second Monday in October), Remembrance Day\* (November 11), Christmas

Day\* (December 25), Boxing Day\* (December 26) or any other day on which Royal Bank is closed in the province in which the applicable branch of account is located. If any of the holidays noted by asterisks falls on a day that is a Saturday, Sunday, or another Canadian Statutory Holiday, the next business day will be deemed to be the date for such holiday for the purposes of this definition.

**24.2 Direct Obligations.** Par Crossed Cheques may only be issued by the Customer in payment of a direct obligation of the Customer to the Customer's payees and not in payment of an obligation of another Person. For example, Par Crossed Cheques may not be issued to pay the Customer's clients' obligations to their payees or any other Person.

**24.3 Cheque Standards.** Par Crossed Cheques will comply with Applicable Laws, including Standard 006, Part A of the CPA Rules, NACHA Rules, and the applicable standards and rules of the American Bankers Association. Royal Bank is not responsible for any delays or Losses resulting from the use of any Par Crossed Cheques which are not compliant with the foregoing.

**24.4 Payment of Cheques.** Royal Bank may pay any Par Crossed Cheque, including any image or reproduction in whole or in part of any Par Crossed Cheque or information contained therein, that is presented for payment to RBC New York Branch, unless: (i) the Customer has provided in writing to Royal Bank valid stop payment instruction on that Par Crossed Cheque, which Royal Bank has accepted no later than the Business Day preceding the date the Par Crossed Cheque is presented to RBC New York Branch, or as otherwise agreed to in writing by Royal Bank; or (ii) the Customer has advised Royal Bank in writing, no later than 12:00 noon New York time, the Business Day following presentation of the Par Crossed Cheque to RBC New York Branch, that the Par Crossed Cheque should be returned unpaid due to a problem with the Par Crossed Cheque, including if it contains any forged, missing, or unauthorized signature or alteration or if the Par Crossed Cheque is future-dated.

**24.5 Stop Payments and Returns.** The Customer will be solely responsible for providing instructions for the stop payment or return of a Par Crossed Cheque. If there is an intervening Canadian Statutory Holiday which is a Business Day for RBC New York Branch, between the date of presentment of the Par Crossed Cheque and the instruction deadlines referred to above, the instructions for stop payment or return may not be received in time to comply with return deadlines in New York and the Customer will be responsible for such Par Crossed Cheque paid by RBC New York Branch, or, should the cheque be returned to RBC New York Branch and the return subsequently disputed, the Customer will be responsible to reimburse RBC New York Branch. If Royal Bank receives instructions for a stop payment or return when RBC New York Branch is closed, the instruction will be deemed to have been made by the Customer on the next full Business Day on which RBC New

York Branch is open for the general conduct of its business with the public. If no instruction for stop payment or return is made as provided above and a Par Crossed Cheque is paid by RBC New York Branch, Royal Bank may debit such Par Crossed Cheque to the applicable US dollar Account, or any other Account.

## PART C – GLOSSARY

### 25. Interpretation

In this Agreement: (i) all references to the this Agreement, including any Service Materials, or to any Document, product, or service, including the Services, or to any law, statute, regulation, guideline, policy, procedure, rule, standard, or directive, including any Applicable Laws, or otherwise, include same as may be amended, restated, supplemented, or otherwise modified from time to time; (ii) all references to any Person, including any Regulatory Authority, includes its successors and assigns; (iii) the division of this Agreement into Parts, Articles, Sections, subsections, and other subdivisions, and the insertion of headings, are for convenience of reference only and should not affect construction or interpretation; (iv) words denoting the singular number will include the plural, and vice versa; (v) words denoting the masculine gender include the feminine and neutral genders, and vice versa, as the context otherwise permits; (vi) the word "including" means "including without limitation", and the word "includes" means "includes without limitation"; (vii) all provisions, including all rights and obligations of the parties, are cumulative, and should not be interpreted as limiting any provision unless this intent is expressly indicated; (viii) the words "hereto", "herein", "hereof", "hereunder", "this Agreement", and similar expressions mean this Agreement as a whole, and not any particular Part, Article, Section, subsection, or other subdivision, unless the context otherwise requires; and (ix) unless otherwise specified, all dollar amounts referred to in this Agreement are in lawful money of Canada.

### 26. Definitions

In this Agreement, unless otherwise defined, capitalized terms have the meanings given below:

**"Account"** means a business deposit account provided by Royal Bank;

**"ACSS"** means the Automated Clearing Settlement System;

**"Act of Insolvency"** means any action that results, or might reasonably be expected to result, in the Customer: (i) being unable to pay its debts as they become due; (ii) ceasing to pay its current obligations in the ordinary course of business as they generally become due; or (iii) being deemed bankrupt or insolvent under Applicable Laws, including, if applicable, pursuant to the Winding-up and Restructuring Act (Canada);

**“Agreement”** means the Master Client Agreement for Business Clients and includes each Authorization Form, these Legal Terms and Conditions, and all Service Materials. Each Document forming part of the Agreement is deemed incorporated in the Agreement and each other part of the Agreement, immediately when given effect by Royal Bank, without any other action required by Royal Bank, the Customer, or any other Person;

**“Applicable Laws”** means all applicable laws, decrees, regulations, decisions, treaties, ordinances, rulings, judgments, injunctions, writs, orders and awards of any court, arbitrator or Regulatory Authority, all directives, guidelines, advisories and rulings issued or made by an applicable Regulatory Authority, and the constitution, rules, standards, directives, guidelines, operating or other circulars, regulations, customs and uses of the exchange, central or reserve banks, markets and clearinghouses or systems, including CPA Rules, NACHA Rules, SWIFT Documentation, and all applicable laws relating to anti-money laundering and anti-terrorist financing, in each case, applicable to this Agreement, the Services, Royal Bank, the Customer, their respective businesses, and any other Person that is part of or connected with any transaction under this Agreement, including any Person originating transactions processed under this Agreement or transmitting those transactions through a payments system or otherwise, and the Person receiving the aforementioned transactions, as the case may be;

**“ATM”** means automated teller machine;

**“Authorization Form”** means any Service Materials or other Document which identifies a Person to use the Services;

**“Beneficiary”** has the meaning given in Section 17.5;

**“Certificate Holder”** means an individual holder of a Digital Certificate issued by Royal Bank, and who is authorized to act on behalf of the Customer;

**“Client Card”** means a debit card issued by Royal Bank to the Customer, or any Person on the Customer’s behalf, with a unique card number, and includes the use of the unique card number;

**“Confidential Information”** means all information, other than Non-Protected Information, whether or not identified as confidential at the time of disclosure, relating to the businesses, operations, assets, clients and employees of the disclosing party or its affiliates, or the business of its suppliers and clients, whether provided by the disclosing party or its Representatives, at any time before or after the date of this Agreement, including notes, reports, summaries, analyses, compilations, memoranda, studies, interpretations and any other written or electronic materials or information communicated orally, which contain or otherwise reflect the disclosing party’s Confidential Information. For greater certainty, Confidential Information includes intellectual property rights of, and personal information provided by, the disclosing party, and

the fact that discussions or negotiations are taking place concerning the Services involving the parties, or any of the terms, conditions or matters then being discussed with respect to the Services, including their status;

**“CP Act”** means the Canadian Payments Act and the by-laws, regulations, standards, rules, and policies relating to the CPA;

**“CPA”** means the Canadian Payments Association;

**“CPA Rules”** means the rules, standards, guidelines, and directives of the CPA;

**“Customer”** means the Person who enters this Agreement or who is enrolled in, authorized for, or uses any Service, including the Person’s Representatives;

**“Digital Certificate”** means a certificate issued by Royal Bank to a Certificate Holder that contains an Encryption Certificate and a Signing Certificate;

**“Digital Signature”** means a transformation of a message using an asymmetric cryptography system such that Royal Bank, having received a Certificate Holder’s initial message and such Certificate Holder’s signature verification Public Key, can accurately determine whether the transformation was created using the signing Private Key that corresponds to such Certificate Holder’s signature verification Public Key and whether the message has been altered since that transformation was made;

**“Disabling Code”** means any clock, timer, counter, virus, worm, software lock, drop dead device, trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software;

**“Dispute”** means a cause of action, issue, disagreement or problem that may arise under or in connection with this Agreement;

**“Document”** means any agreement, amendment (including an amendment to this Agreement), statement, disclosure, notice, request, consent, information, instruction, communication, Instrument, Service Materials, or other document, including any of the foregoing made, drawn, accessed, sent, received, accepted, endorsed, negotiated, signed, or processed verbally or in paper or electronic form through any Electronic Channel;

**“EDI”** means Electronic Data Interchange, the computer-to-computer electronic exchange of Documents in the format prescribed by CPA Rules;

**“Electronic Channel”** means any telecommunication or electronic transmission method which may be used in connection with the Services, including any ATM, computer, email, facsimile, Internet, mobile device, mobile phone, network, personal digital assistant, point-of-sale terminal, smart phone, SWIFT or SWIFT Network, telephone, wire transfer system, or wireless device;

**“Encryption Certificate”** means a certificate that is comprised of an encryption Public Key that corresponds to a decryption Private Key that is subject to the exclusive access of a Certificate Holder;

**“Force Majeure”** means any event, act, or omission beyond the reasonable control of a party exercising reasonable foresight and diligence, including a labour dispute, act of God, flood, fire, lightning, severe weather, shortage of materials, interruption in, or shortage of, the supply of electric power or other utilities, earthquake, act of terrorism, war, revolution, civil commotion, act of public enemies, blockade, embargo, pandemic disease, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any Regulatory Authority or Applicable Laws;

**“GIC”** means guaranteed investment certificate;

**“Instrument”** means a bill of exchange (including a cheque), promissory note, security, chattel paper, other instruction or order for the payment of money given verbally or in paper or electronic form, clearing item, payment item, or other value item (including any automated clearing house payment, pre-authorized deposit or debit payment), including any image or reproduction of the foregoing. Any such item will be considered an Instrument whether or not that Customer is a party to it and whether it is in Canadian or another currency;

**“Joint Banking”** means any Service or OPS that is provided on a joint basis to the Customer where the Customer consists of more than one Person;

**“Legal Terms and Conditions”** mean the terms and conditions herein contained;

**“Losses”** means all losses, claims, damages, costs, fees and charges, expenses and other liabilities, including reasonable legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and sanctions;

**“LVTS”** means the Large Value Transfer System;

**“MA-CUG”** means Member-Administered Closed User Group, a SWIFT-operated, member-managed service that can use the SWIFT Network;

**“MICR”** means Magnetic Ink Character Recognition;

**“Money Service Business”** and **“MSB”** means the carrying on or participating in any one of the following activities: (i) currency dealing or exchanging; (ii) issuing, selling or redeeming traveller’s cheques, drafts, or money orders or any similar negotiable instruments, except for cheques payable to a named Person; or (iii) the accepting of currency or funds and the transmitting of such funds through a financial institution, or any other Person engaged in an MSB or an electronic funds network; provided that in the case of (i) and (ii) only, no such activity will be considered to be an MSB unless it shall include, on any day and with any

one Person, at least one transaction in an amount of not less than \$1,000, and, for such purposes, any two or more transactions within a twenty-four (24) hour period with the same Person will be considered to be a single transaction of not less than \$1,000 if the aggregate amount of such two or more transactions shall be not less than \$1,000. In addition to (i) to (iii) above, in every instance that a Person holds a permit or a licence relating to a form of MSB activity not specifically enumerated in (i) to (iii) above or is registered as someone engaging in the activity of an MSB, advertises the activity of an MSB by way of or through the Internet, the yellow pages or other medium, or reports income from an MSB as income from a separate business for tax purposes, then such Person shall be deemed to be operating an MSB. Notwithstanding the above, if Royal Bank specifically approves, in writing, the operations of such business, for the purpose of this Agreement, such business shall be deemed not to be included in this definition;

**“NACHA”** means the National Automated Clearing House Association;

**“NACHA Rules”** means the rules, standards, guidelines, and directives of NACHA;

**“Non-Protected Information”** means information which: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement; (ii) was within the possession of a party on a non-confidential basis prior to being provided to it by or on behalf of the other party; (iii) is or becomes available to a party on a non-confidential basis from a source other than the other party or its Representatives, which source, to the best of party’s knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (iv) is or was independently developed by a party without the use of the other party’s Confidential Information;

**“OPS”** means other products or services provided by Royal Bank or any other Person, other than the Services;

**“Par Crossed Cheques”** are cheques issued with MICR codes complying with standards set by the American Bankers Association for clearing cheques in the US, and that are drawn in US dollars on the Customer’s US dollar Accounts listed in the applicable Schedule and bearing the information “payable in United States Currency through Royal Bank of Canada, New York Branch, 3 World Financial Center, New York, NY 10281 – 8098”;

**“Person”** means an individual or natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Regulatory Authority, and pronouns have a similar extended meaning;

“**Private Key**” means the key of a mathematically related key pair used to create a Digital Signature (using a signing Private Key) or decrypt an encrypted message (using a decryption Private Key);

“**Public Body**” means a department or agent of Her Majesty in right of Canada or a province, or a company controlled by Her Majesty in right of Canada or a province, an incorporated city, town, village, metropolitan authority, township, district, county, rural municipality, or other incorporated municipal body or agent of any of them in Canada, an organization that operates a hospital authority and is designated by the Minister of National Revenue (Canada) as a hospital authority under the Excise Tax Act (Canada), or any agent of such an organization;

“**Public Key**” means the key of a mathematically related key pair used to verify a Digital Signature (using a signature verification Public Key) or to encrypt a message (using an encryption Public Key);

“**Publicly Traded Entity**” means an entity whose net assets are greater than Seventy-Five Million Canadian Dollars (CAD \$75,000,000) (current audited statements) and whose shares are publicly traded in a stock exchange recognized in Section 3201 of the Canadian Income Tax Regulations and operates in a country that is a member of the Financial Action Task Force on Money Laundering, or is a directly or indirectly wholly-owned entity of same;

“**RBC New York Branch**” means Royal Bank of Canada, New York Branch, 3 World Financial Center, New York, NY 10281 – 8098;

“**Regulatory Authority**” means any Person having regulatory or supervisory authority over Royal Bank, the Customer, or the Services, including any administrative, judicial, governmental, regulatory, or self-regulatory, taxation, financial, monetary, or investigative authority, agency, or body, including the CPA and SWIFT;

“**Representatives**” mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors, or other Persons acting on a party’s behalf, including a Person specified in an Authorization Form and the Person’s delegates;

“**Request for Transfer**” means a request for transfer sent using the SWIFT Network, as an MT 101 message type;

“**Restricted Business**” means any Person, or Person owned or controlled directly or indirectly by a Person, that owns, operates, controls or receives revenue from an Internet or online gambling business or operation, a shell bank, or is a business engaged in or associated with an improper, illegal or unlawful activity, or any other business that Royal Bank may, in its discretion, determine to be a restricted business;

“**Royal Bank**” means Royal Bank of Canada;

“**Royal Bank Prime Rate**” means the annual rate of interest Royal Bank announces from time to time as a reference rate for determining interest rates on Canadian dollar commercial loans in Canada;

“**Schedule**” has the meaning given in Section 1.2;

“**SCORE**” means the Standardised Corporate Environment, which enables businesses to use the SWIFT Network;

“**Security Device**” means a security device, including a card, token, code, password, identification number, certificate, test key and other security codes and devices, including a business client identification number, Client Card, or Digital Certificate;

“**Service**” means each of Royal Bank’s business products or services provided to or used by the Customer, including any account, credit, cash management, investment, or payment products or services;

“**Service Materials**” means all hardware, software, equipment, information, or other Documents provided by Royal Bank for the Services, including all Schedules, Security Devices, rules and manuals of operation, guides, training materials, reference materials, or other Documents applicable to the Services;

“**Signing Certificate**” means a certificate that is comprised of a signature verification Public Key that corresponds to a signing Private Key subject to the exclusive access of the Certificate Holder;

“**SWIFT**” means the Society for Worldwide Interbank Financial Telecommunication SCRL;

“**SWIFT Documentation**” means all SWIFT agreements, terms, conditions, standards, orders, directives, guides, and procedures, including the SWIFT General Terms and Conditions;

“**SWIFT Network**” means the computer link system operated by SWIFT;

“**US**” means the United States of America; and

“**US Base Rate**” means the annual rate of interest Royal Bank announces from time to time as a reference rate for determining interest rates on US dollar commercial loans in Canada.



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## RBC RIGHT PAY RELOADABLE PAYMENT CARD PROGRAM

### DELIVERY AGENT AGREEMENT

This RBC Right Pay Reloadable Payment Card Program Service Delivery Agent Agreement (“**Agreement**”) dated as of \_\_\_\_\_ (the “**Effective Date**”) between Royal Bank of Canada (the “**Bank**”) and \_\_\_\_\_ (the “**Delivery Agent**” or “**DA**”) is subject to the Master Client Agreement (“**Banking Agreement**”) dated as of \_\_\_\_\_ as amended from time to time, between the Bank and the DA.

Whereas the Bank is in the business of, among other things, issuing payment cards and the DA has requested the Bank to provide such services;

Whereas Her Majesty the Queen in right of Ontario as represented by the Minister of Children, Community and Social Services (the “**Ministry**”) and the Bank entered into a contract for a Reloadable Payment Card Program for Social Assistance effective February 21, 2019 (“**Ministry Contract**”);

Now therefore, in consideration of the premises and the terms and conditions contained herein, the Bank and the DA agree as follows:

#### ARTICLE 1 INTERPRETATION

**1.1 Definitions.** All capitalized terms used in this Agreement without definition have the meanings ascribed to them in the Banking Agreement. In addition, in this Agreement the following terms shall have the meanings set out below:

- (a) “**Activated Card**” means a Prepaid Card (i) where the identity of the Cardholder has, for the purposes of activating the Prepaid Card, been authenticated and confirmed by the Bank after Card Issuance; (ii) is capable of being used by the Cardholder for Transactions, in each case, in accordance with a Cardholder Agreement; (iii) is not expired or declared lost, stolen or damaged; and (iv) is not a Suspended Card or Closed Card;
- (b) “**AML Policy**” means the policy or policies that address Requirements of Law relating to anti-money laundering and terrorist financing in relation to Prepaid Cards, including under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, the regulations issued under such statute from time to time, and any statute, regulation, order, rule, or guideline that amends, supplements, or supersedes any of the foregoing and may include, if applicable, scanning or other screening with respect to Clients or Cardholders;
- (c) “**Appendices**” means all appendices attached to this Agreement, each of which forms a part hereof;
- (d) “**Applicable Visa Rules**” has the meaning set out in section 2.3;
- (e) “**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement; and

- “Authorities”** means all such authorities, agencies, bodies and departments;
- (f) **“Authorized Instructions”** means instructions given by an DA official who has the authority to give such instructions on behalf of the DA with respect to the Card Services;
- (g) **“Authorized Party”** has the meaning set out in section 14.1;
- (h) **“Available Balance”** means the Card Proceeds that are available to the Cardholder at a given moment in time;
- (i) **“Bank Confidential Information”** means with respect to the Card Services provided pursuant to this Agreement and any Statement of Work, all information, other than Non-protected Information, whether or not identified as confidential at the time of disclosure, relating to the businesses, operations, assets, clients and employees of the Bank or its affiliates, or the business of its suppliers and clients, whether provided by the Bank or its representatives, at any time before or after the Effective Date of this Agreement, including notes, reports, summaries, analyses, compilations, memoranda, studies, interpretations and any other written or electronic materials or information communicated orally, which contain or otherwise reflect the Bank’s Confidential Information. For greater certainty, Bank Confidential Information includes Intellectual Property Rights of the Bank with respect to the Card Services provided pursuant to this Agreement and any Statement of Work, and Personal Information provided by the Bank to the Ministry or DA or both and the fact that discussions or negotiations are taking place concerning this Agreement or with respect to any current or future Program, or any of the terms, conditions or matters then being discussed with respect to this Agreement or any Program, including their status;
- (j) **“Benefits”** means Basic Financial Assistance paid directly to a recipient or other adult member of the benefit unit pursuant to the *Ontario Works Act*;
- (k) **“Card”** or **“Prepaid Card”** means an open-loop, stored value prepaid Visa card issued by the Bank in Canadian currency, bearing the name and Marks of the Bank and Visa-owned Marks, and incorporating the card design, characteristics and functionality outlined in the applicable Statement of Work;
- (l) **“Card Custody and Inventory Guide”** means the RBC Right Pay Program Card Custody and Inventory Guide effective November 19, 2015, as agreed upon in writing by the Parties as of the Effective Date and as may be amended as agreed upon by the Parties from time to time, the current form of which is attached as Appendix I to this Agreement;
- (m) **“Card Issuance”** means the process by which a Prepaid Card becomes an Issued Card;
- (n) **“Card Proceeds”** means the funds or value that are Loaded onto a Prepaid Card;
- (o) **“Card Services”** means the services to be provided by the Bank under this Agreement and any Statement of Work attached hereto with respect to the administration, delivery and program system requirements of one or more Programs and the issuance of Prepaid Cards;

- (p) **“Cardholder”** means an individual that: (i) is entitled to receive Benefits; (ii) has entered into a Cardholder Agreement; and (iii) has been provided with a Prepaid Card pursuant to a Program;
- (q) **“Cardholder Agreement”** means the agreement between the Bank and a Cardholder setting out the terms and conditions governing the use of the Prepaid Card by the Cardholder;
- (r) **“Cardholder Fees”** means any and all fees that may be levied against a Cardholder by the Bank as set forth in the applicable Statement of Work and in the applicable Cardholder Agreement;
- (s) **“Client”** means an individual who receives Benefits from the DA;
- (t) **“Closed Card”** means a Prepaid Card that has been deactivated by the Bank, and cannot be used again by the Cardholder or reactivated by the Bank;
- (u) **“Collateral Material”** means any printed, electronic, broadcasted, or other material in any form used to define the use of Prepaid Cards by Cardholders or used by the Bank or the DA to communicate with Clients or Cardholders regarding the Prepaid Cards, including the content of any Program specific information developed by the Bank prior to its posting on the Consumer Website, the card carrier, any disclosure statements and any other information provided to the Client when the Card is issued but excluding the Cardholder Agreement;
- (v) **“Consumer Website”** means a Program-specific website where Cardholders can manage the functionalities of their Prepaid Card, as specified in the applicable Statement of Work;
- (w) **“Contingency Plans”** has the meaning set out in section 12.5;
- (x) **“Data Breach”** has the meaning set out in section 9.2(d);
- (y) **“Engagement Manager”** has the meaning set out in section 14.2(a);
- (aa) **“Enrolled”** or **“Enrolment”** means the process used by the DA to accept Clients for inclusion in a Program and includes creating a new Prepaid Card file for each Client containing the Client’s Personal Information, as required by the Bank for Card Issuance;
- (bb) **“Funding Account(s)”** means the Canadian dollar bank accounts in the DA’s name at the Bank from which the DA will disburse funds from time to time for use with one or more Programs, as more particularly described in a Statement of Work;
- (cc) **“including”, “include”** and similar terms shall be deemed to be followed by the words “without limitation”;
- (dd) **“Interchange”** means the fees paid by an acquirer to the Bank in the clearing and Settlement of Transactions, as established by Visa from time to time;

Schedule 2

- (ee) **“Issued Card”** means a Prepaid Card issued to a Cardholder who has been Enrolled in the Program but that is not yet an Activated Card;
- (ff) **“Licensor”** has the meaning set out in section 7.1;
- (gg) **“Load”, “Loaded” and “Loading”** means the allocation of funds or value to a Prepaid Card by the Bank from time to time, in each case, as instructed by the DA or another Participating Program;
- (hh) **“Marks”** means the logos, trademarks, official marks and trade names of a Party;
- (ii) **“Non-protected Information”** means information which: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by the DA; (ii) was within the possession of the DA on a non-confidential basis prior to being provided to it by or on behalf of the Bank; (iii) is or becomes available to the DA on a non-confidential basis from a source other than the Bank or its representatives, which source, to the best of the DA’s knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (iv) is or was independently developed by the DA without the use of the Bank’s Confidential Information;
- (jj) **“Participating Program”** means the Ontario Disability Support Program Reloadable Prepaid Card program or an Ontario Works Reloadable Prepaid Card program that is participating in the RBC Right Pay Program.
- (kk) **“Party”** means the Bank or the DA, as the case may be; and **“Parties”** means both of them;
- (ll) **“PIN”** means a personal identification numeric code (currently a four-digit code) that is selected by the Cardholder as part of the activation process following Card Issuance and is used to identify a Cardholder in an authorization request originating at a device with electronic capacity;
- (mm) **“Processing Services”** means those services which are necessary to issue and service a Prepaid Card and process a Prepaid Card Transaction in accordance with Requirements of Law and the Visa Rules;
- (nn) **“Processor”** means the Prepaid Card processor subcontracted by the Bank to provide the Processing Services under this Agreement, including any applicable Statement of Work;
- (oo) **“Program”** means a program for the provision of Benefits to Clients through the use of the Card Services, as set out in further detail in a Statement of Work attached hereto; each Program shall constitute a Deliverable for the purpose of the Banking Agreement;
- (pp) **“Program Manager”** has the meaning set out in section 14.2(b);
- (qq) **“Program Revenues”** means all income derived by the Bank from a Cardholder’s use of a Prepaid Card or participation in a Program, including Cardholder Fees and Interchange revenues generated by or accruing under a Program;
- (rr) **“Representatives”** has the meaning set out in section 9.1(a);
- (ss) **“ Program Requests”** means instructions originating from the Social Assistance Management System (SAMS) and delivered to the Bank via web service call for the

purposes of operating the Program.

- (tt) **“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either this Agreement or the Statement of Work or any part of them;
- (uu) **“Service Levels”** means, in respect to a Program, the Service Levels as attached to the applicable Statement of Work;
- (vv) **“Settlement”** means the movement and reconciliation of funds between the Bank and Visa in accordance with the Visa Rules in respect of Prepaid Card Transactions;
- (ww) **“Settlement Account”** means the Canadian dollar bank account(s) in the Bank’s name into which the Bank will, at the request of the DA, transfer and deposit Card Proceeds from the Funding Accounts and from which the Bank will undertake Settlement with Visa;
- (xx) **“Statement of Work”** means a statement of work between the Bank and the DA that sets out, among other matters, a description of a Program, in each case attached hereto as an Appendix;
- (yy) **“Suspended Card”** means a Prepaid Card temporarily put into abeyance by the Bank that can no longer be used by the Cardholder for Transactions, in accordance with the Cardholder Agreement, until such Prepaid Card has been reactivated by the Bank;
- (zz) **“Tokens”** means the Personal Information of a Client provided by the DA to the Bank which the Bank uses for various purposes, including to identify and authenticate the identity of a Cardholder for Card Issuance or to activate a Prepaid Card, to provide Cardholder support, and as provided for in a Statement of Work;
- (aaa) **“Transaction”** means a Prepaid Card transaction that is processed through Visa and its members or through the Bank, including (if applicable) purchases, cash withdrawals from ATMs, and card-not-present online and telephone transactions;
- (bbb) **“Unauthorized Use”** has the meaning set out in section 5.12(d)(iii);
- (ccc) **“User”** has the meaning set out in section 7.1;
- (ddd) **“Visa”** means collectively, Visa Inc. and Visa Canada Corporation;
- (eee) **“Visa-Owned Marks”** means the logos, trademarks, and trade names owned by Visa as described in the Visa Product Brand Standards, as such rules or standards are amended or replaced from time to time;
- (fff) **“Visa Plus Network”** is an interbank network that covers all Visa credit, debit and prepaid payment cards as well as ATM cards issued by various banks worldwide; and
- (ggg) **“Visa Rules”** means, collectively, the Visa Core Rules, the Visa Product and Service Rules, the Visa Product Brand Standards, including the Visa Security Standards and the Visa

Security Requirements, and the Visa International Prepaid Program Guidelines, as each may be amended, revised or replaced from time to time.

**1.2 Structure**

In the event of any conflict or inconsistency between this Agreement, any Statement of Work attached hereto, and the Banking Agreement, with respect to the Card Services, unless expressly stated to the contrary, the following order of priority shall govern: first, this Agreement, second, the Statement of Work and third, the Banking Agreement.

For clarification, the Deliverables include the deliverables under Card Services.

**ARTICLE 2  
PROGRAM**

**2.1 Purpose**

The purpose of this Agreement is to describe the terms and conditions under which the Parties will implement each Program.

**2.2 Statement of Work**

Each Program shall be evidenced by a Statement of Work, which shall describe the Program and any additional rights and obligations of the Parties and the DA, including, as applicable:

- (a) Program specific definitions;
- (b) Prepaid Card design, characteristics and functionality including, without limitation, Cardholder access to funds;
- (c) Prepaid Card activation and PIN selection;
- (d) Use of the Prepaid Card, including without limitation, restrictions, if any;
- (e) Cardholder disclosures, including disclosures relating to fees and other important information about the Program;
- (f) Cardholder support requirements including customer service requirements;
- (g) Replacement of lost/stolen or damaged cards including, among other things, (i) the requirements and procedures for the suspension and reinstatement of the Prepaid Card, and (ii) the process and requirements for issuing replacement Prepaid Cards;
- (h) Reissuance of a Prepaid Card at expiry;
- (i) The process for designating a Prepaid Card a Closed Card;

Schedule 2

- (j) Privacy and confidentiality requirements applicable to the Cardholder;
- (k) Training, including the availability of Bank product and application training materials for use by the DA and details regarding any user guides and manuals to be provided by the Bank as required by a Program;
- (l) Program Systems Requirements including:
  - (i) Prepaid Card funding data transfer and management requirements;
  - (ii) Client Enrolment in the Program;
  - (iii) Card issuance requirements and procedures including, if applicable, procedures and requirements for instant Card Issuance, Prepaid Card storage at DA offices and compliance with the Card Custody and Inventory Guide;
  - (iv) Loading and reloading of Card Proceeds including operation of applicable accounts, permitted circumstances and procedures for recalling unprocessed files before Card Proceeds are Loaded and unloading Card Proceeds up to the Available Balance;
  - (v) Profile updates;
  - (vi) Plans for user acceptance testing/integrated testing, penetration testing and service support to be provided by the Bank;
  - (vii) Technology solutions in respect of the Program;
- (m) Accessibility channels available for the Program;
- (n) Future proofing requirements;
- (o) Warranties;
- (p) Program pricing including:
  - (i) Any amounts payable by the DA to the Bank;
  - (ii) Card Services Program fees;
  - (iii) Cardholder Fees and Transaction limits;
- (q) Applicable Service Levels, including impact of Prepaid Card volume forecast reporting;
- (r) Bank reporting requirements;
- (s) Program implementation;
- (t) Use of Marks;
- (u) Data Transfer and management; and

- (v) Details regarding program governance.

### **2.3 Visa Rules**

The Parties acknowledge that the participation of the Bank in a Program is governed by the Visa Rules and that the DA is required to comply with those Visa Rules, including requirements or procedures which are mandated by Visa, applicable to a Program, that the Bank may notify the DA of in writing from time to time (the “**Applicable Visa Rules**”). The Bank confirms that it will notify the Engagement Manager and the Program Manager of any changes or amendments to the Applicable Visa Rules that may occur from time to time and shall provide the DA with an updated copy of the Applicable Visa Rules. The Bank covenants that it will comply with the Visa Rules in carrying out its obligations under this Agreement and any Statement of Work.

### **2.4 Ownership and Control of the Program**

Each of the Parties acknowledges and agrees that:

- (a) the DA determines the eligibility of a Client to receive Benefits and to access Benefits through a Prepaid Card;
- (b) notwithstanding Section 2.4(a) of this Agreement, the Bank may,
  - (i) in accordance with Bank policies and procedures, decline to issue, re-issue or replace a Prepaid Card, including if required pursuant to a Requirement of Law but will, in each case, use best efforts to notify the DA of any such decline as soon as possible; and
  - (ii) in accordance with Bank policies and procedures, decline to process Transactions, including if required pursuant to a Requirement of Law; and
- (c) upon a Client becoming a Cardholder, the Cardholder shall become a “customer” of the Bank as described in the Cardholder Agreement but only for the limited purposes as described in the Cardholder Agreement.

### **2.5 Visa-Owned Marks**

The DA acknowledges and covenants with the Bank that, in the event that a Program uses Visa-Owned Marks:

- (a) Visa International owns the Visa-Owned Marks;
- (b) it will not challenge such ownership or do anything inconsistent with such ownership;
- (c) its license to use the Visa-Owned Marks is governed by the Visa Rules applicable to Visa-Owned Marks, and, with respect to its use of the Visa-Owned Marks, the DA will comply with the terms and conditions of such Applicable Visa Rules as they may be amended or replaced from time to time provided that the Bank provides the DA with notice and copies of, and any amendments to, the Applicable Visa Rules from time to time;

- (d) it will ensure that use of the Visa-Owned Marks will be for the benefit of and on behalf of Visa; and
- (e) Program materials that contain Visa-Owned Marks will only be produced or used for a Program by the DA with the Bank's prior approval and will be provided by the DA to the Bank for disclosure to Visa upon the request by Visa or its Representatives, as appropriate.

### **2.6 Visa-Requirement for Approval**

The Parties acknowledge that Visa may withdraw its consent to a Program if the Bank violates the Visa Rules. The DA agrees to comply with:

- (a) the Card Custody and Inventory Guide; and
- (b) the Applicable Visa Rules.

The Bank agrees to advise the Engagement Manager and the Program Manager promptly of any notice of default received from Visa and the Parties agree to cooperate on any reasonable remedy required by Visa as set out in Section 2.7 of this Agreement.

### **2.7 Violation of Visa Rules**

The Parties acknowledge that if Visa determines that the Bank has violated the Visa Rules or that the DA has violated the Card Custody and Inventory Guide or the Applicable Visa Rules, Visa may:

- (a) require modification of any Program, including suspension of the Program;
- (b) impose fines; or
- (c) terminate the Program with at least 60 calendar days' prior written notice to the Bank.

If Visa provides notice to the Bank that it intends to terminate a Program, the Bank will promptly notify the DA of such notice and the DA will cooperate with the Bank to have the notice of termination withdrawn, but if such termination becomes effective then the Program will automatically terminate on the effective date of such termination and subsections (e), (f) and (g) of Section 13.1 of this Agreement shall apply.

## **ARTICLE 3 DUTIES OF THE DA**

### **3.1 Cardholder Disclosure and Express Consent**

The DA agrees that it will provide any and all disclosures prepared by the Bank and approved by the DA to a Client who is considering receiving Benefits through Prepaid Cards. The DA also agrees that it will obtain the express consent of a Client, in writing or orally, prior to issuing a Prepaid Card, in the manner agreed to between the DA and the Bank as provided for in the Statement of Work.

If a Statement of Work provides that the DA may instantly issue new or replacement Prepaid Cards in

respect of a Program, the DA agrees that a sealed Card Package (as defined in the applicable Statement of Work) will be provided to each Cardholder as instructed by the Bank, in each case, as set out in further detail in the applicable Statement of Work and any applicable Bank training, policies and procedures delivered to the DA.

### **3.2 Training**

The Bank shall assist the DA with appropriate training pursuant to a training program as set out in the applicable Statement of Work which could include, for example, (i) product knowledge, so that DA employees are able to respond to Client and Cardholder inquiries in respect of Prepaid Cards; and (ii) employee protocols with respect to providing Clients and Cardholders with all required disclosures including the Card Package in circumstances where a new or replacement Prepaid Card is instantly issued by the DA. The DA agrees that employees will be trained and instructed in accordance with such training program.

### **3.3**

#### **(a) Volume Forecast**

Each month, commencing on the first month after the effective date of a Statement Of Work, and with respect to each Program, for the purposes of managing Cardholder support services, the DA will provide the Bank, via the Ministry with a rolling monthly Prepaid Card volume forecast for new Card Issuances in a timely manner no later than the fifteenth (15<sup>th</sup>) Business Day of immediately preceding month. The DA acknowledges that failure to provide such card volume forecast may impact Service Levels as set out in the applicable Statement of Work.

- (b) Each month, commencing on the first month after the effective date of a Statement Of Work, and with respect to each Program, for the purposes of managing card stock inventories, the DA will provide the Bank, via the Ministry, with a three month rolling Prepaid Card volume forecast for all Card Issuances (including instant issuance, reissuance and replacement cards) in a timely manner no later than the fifteenth (15<sup>th</sup>) Business Day of the immediately preceding month. The DA acknowledges that failure to provide such card volume forecast may impact Service Levels as set out in the applicable Statement of Work.

## **ARTICLE 4 DUTIES OF THE BANK**

### **4.1 Card Services**

The Bank agrees to provide the Card Services in respect of the Prepaid Cards in accordance with the terms and conditions of this Agreement and the Banking Agreement, including any applicable Statement of Work and Service Levels.

### **4.2 Visa Membership**

The Bank will manage the overall relationship with Visa to ensure Program compliance with the Visa Rules and Settlement of Transactions.

#### **4.3 Cardholder Solicitation**

The Bank will not solicit Cardholders, in their capacity as Cardholders, for additional business with the Bank, without the prior express written consent of the DA and the express written consent of the Cardholder; provided, however, that notwithstanding any restrictions in the Banking Agreement, the Bank may solicit any Cardholders who have a contractual relationship with the Bank independent of the Cardholder's participation as a Cardholder in a Program, approach the Bank directly, or are included in a mailing list or marketing campaign that is unrelated to any Program.

#### **4.4 Change Management**

- (a) Notwithstanding anything to the contrary in the Banking Agreement, in the event that the Bank determines, upon consultation with its counsel, that Requirements of Law or the Visa Rules require a modification to a Program or to any Card Services contemplated by this Agreement, including a determination that Requirements of Law have been changed or passed in the Province of Ontario or another jurisdiction that prohibit or place restrictions on the distribution of Prepaid Cards in the manner contemplated, then the Bank shall provide the DA with written notice of such determination, and each Party shall cause itself and its agents, vendors, and/or third party service providers to take reasonable steps to avoid violating such Requirements of Law or the Visa Rules, as applicable, which the Parties acknowledge and agree may require suspending the issuance of new Prepaid Cards. For clarity, unless otherwise provided by Requirements of Law, during any Program suspension, the Bank shall (i) continue to Load Prepaid Cards issued to Cardholders prior to any Program suspension until such time that the Program is terminated; and (ii) permit Cardholders to continue to use Prepaid Cards to access Card Proceeds until the Prepaid Card has a zero balance. If a modification is determined to be required, the Parties shall work in good faith to minimize the cost and expense of any efforts with respect to avoiding violating such Requirement of Law or Visa Rules, as applicable, and to negotiate the nature, scope and the costs associated with such required change. The Parties shall use reasonable efforts to implement a mutually desirable project plan as expeditiously as possible. Any such modifications or changes to Card Services shall not be effective until a written amendment reflecting the modification or change has been executed by the Parties. If the Parties cannot minimize the cost or expense of any such efforts to their satisfaction or otherwise agree on a project plan, each Party shall be entitled to terminate the affected Program(s) by providing sixty (60) days' prior written notice. Notwithstanding the foregoing, where Bank and the Ministry agree that a change is required that affects more than one Participating Program, the Bank and Ministry will work in good faith to develop as expeditiously as possible a project plan that applies to applicable Participating Programs.
  
- (b) If a change is required to a Program as a result of a change in Requirements of Law to the *Ontario Works Act, 1997*, passed in the legislature of the province, or to the corresponding regulations under the *Ontario Works Act, 1997*, then any costs associated with implementing the required change in accordance with this Section 4.4(a) shall be at the DA's own cost.

**ARTICLE 5  
CARDS**

**5.1 Owner and Issuer of Prepaid Card**

The Prepaid Card shall clearly disclose the Bank is issuing and is the owner of the Prepaid Card, and it must be clear from the design of the Prepaid Card that the Prepaid Card is issued by the Bank and not by the DA. It must also be clear from the design of the Prepaid Card that it is not issued in respect of a Benefit.

**5.2 Design of Prepaid Card**

Each Prepaid Card design must comply with the requirements specified in the Visa Rules and it will be the responsibility of the Bank to ensure that all designs used on the Prepaid Cards remain in compliance with the Visa Rules. Each Prepaid Card design shall be agreed to by the Ministry and the Bank. Notwithstanding anything to the contrary in the Banking Agreement, any such agreed upon Prepaid Card design may be changed by the Bank at any time in its sole discretion if a change is required in order to comply with the Visa Rules, Requirements of Law, or any other reason, provided that the Bank agrees to give reasonable notice, if possible, to the Engagement Manager and Program Manager of such change. The DA acknowledges and agrees that the Bank owns all Intellectual Property Rights in respect of the Prepaid Cards and that the Bank shall have the right to use, in its sole discretion, cards similar or identical to any Prepaid Card in connection with services provided by the Bank other than pursuant to a Program.

**5.3 Card Programs**

- (a) The Parties agree that the Prepaid Cards in respect of a Program are only to be used as described in the applicable Statement of Work.
- (b) Each Program shall comply with Requirements of Law.
- (c) The Bank shall ensure that for the purposes of providing Processing Services, the Processor shall maintain its information security policy in compliance with the Requirements of Law, as amended, and the Payment Card Industry Data Security Standard (PCI DSS) in effect from time to time, or such other industry standards as may be applicable from time to time.
- (d) The Bank agrees that the Prepaid Cards and all Cardholder Fees charged in connection therewith must be compliant with Requirements of Law.
- (e) If a Program includes instant issuance of Prepaid Cards, for any and all Prepaid Cards that are maintained in the DA's possession or control, the DA shall comply with the Card Custody and Inventory Guide. The Bank agrees to notify the Engagement Manager and the Program Manager of any changes or amendments to Appendix I that may be required from time to time and agrees to provide an updated copy of Appendix I to be attached to this Agreement to the DA.

**5.4 Prepaid Card Funding**

- (a) To provide Benefits to one or more Cardholders, the DA shall provide a request to the Bank (each a “**Request**”), requesting the Bank to Load/reload funds to Prepaid Cards in the amount specified and once completed have the equivalent funds deducted from the designated Funding Account and transferred to the Settlement Account. Each Request shall be made in the form and/or manner specified in the applicable Statement of Work. The DA shall ensure that the Funding Account has sufficient funds to fund each Request.
- (b) Prepaid Cards may only receive Card Proceeds from the DA or other Participating Programs, in accordance with the applicable Statement of Work, and will not have the capability to receive Card Proceeds from any other sources, including Cardholders.

#### **5.5 Handling of Card Proceeds and Settlement of Account Funds**

It is understood that, once Loaded, the Card Proceeds are available for use by the Cardholder and, subject to the Cardholder Agreement, become an enforceable obligation of the Bank to settle Transactions made by the various Cardholders. Card Proceeds contained in the Settlement Account shall not earn any interest.

#### **5.6 Termination of Cardholder Participation in Program.**

In the event that the DA is advised or becomes aware that a Cardholder desires to terminate his or her participation in a Program, the DA agrees to immediately cease submitting Requests in respect of such Cardholder.

#### **5.7 Recall of Funds**

In the event that the DA determines that a Request includes an error which would result in an incorrect transfer of funds being deposited into the Settlement Account, the Bank shall reverse such error in accordance with cut-off times as provided for in the Statement of Work provided such funds have not been Loaded onto a Cardholder’s Prepaid Card.

#### **5.8 Recall Functionality**

[Where provided for in a Statement of Work,] the Bank will make available a web-based program management application interface to allow the DA to access the Prepaid Card database to recall records within cut off times that will be outlined in the Service Levels.

#### **5.9 Unloading of Funds**

- (a) The DA may request that the Bank unload Card Proceeds up to the Available Balance only under exceptional circumstances, as provided for in the Statement of Work. The Cardholder Agreement shall set out the Bank’s authority to unload Card Proceeds as instructed by the DA.

- (b) Each request made by the DA to the Bank under the circumstances set out in Section 5.7 above, Section 5.9(a) above, or in this Section 5.9(b) and the applicable Statement of Work must comply with the Authorized Instruction provisions agreed to by the Parties, including as set out in the applicable Statement of Work and must specify whether or not the Card will become a Closed Card.
- (c) The Bank shall not be responsible for any Card Proceeds up to the Available Balance used prior to any Card Proceeds being unloaded by the Bank or for any Card Proceeds unloaded by another Participating Program and the Bank shall not reverse any processed Transaction. In all cases, only the Available Balance on a Card may be unloaded such that the Card will not be put into a negative balance position. Except as otherwise specified in any Statement of Work, any unloaded Available Balance shall be deposited by the Bank into the Funding Account from which it was disbursed for further action by the DA.

**5.10 Card Suspension**

- (a) The Bank shall have the right to change a Prepaid Card's status from Activated Card to Suspended Card, provided that the Bank acts reasonably, including in accordance with Requirements of Law and the Visa Rules. In the event a Prepaid Card is suspended by the Bank, the Bank shall have no obligation to make any Card Proceeds available to the Cardholder during the suspension period until a replacement Prepaid Card is issued to the Cardholder. Upon changing a Prepaid Card's status to Suspended Card, the Bank will immediately initiate an investigation and will determine, through an internal process based on the Bank's policies and procedures, whether to lift the suspension, issue the Cardholder a replacement Prepaid Card or change the Prepaid Card's status from Suspended Card to Closed Card.
- (b) The Bank shall immediately change a Prepaid Card status from Activated Card to Suspended Card when a Cardholder reports their Prepaid Card as lost, stolen or damaged to the Bank. In the event a Prepaid Card is suspended by the Bank, the Bank shall have no obligation to make any Card Proceeds available to the Cardholder during the suspension period until a replacement Prepaid Card is issued to the Cardholder. After the issuance of a replacement Prepaid Card, the Prepaid Card that was reported lost, stolen or damaged will no longer function in any manner, all Cardholder fees associated with such Prepaid Card will cease and the status of the Prepaid Card will be changed from Suspended Card to Closed Card by the Bank.
- (c) A Prepaid Card's status will also be immediately changed from Activated Card to Suspended Card when the Prepaid Card is suspended by the Cardholder using the Consumer Website or by contacting customer support. In the event the Prepaid Card status is changed from Activated Card to Suspended Card by the Cardholder, the Prepaid Card cannot be used for Transactions until the suspension is lifted. A Prepaid Card suspended by a Cardholder can be reinstated by the Cardholder using the Consumer Website or by contacting customer support provided that the Prepaid Card has not been declared lost, stolen or damaged by the Cardholder.

**5.11 Card Termination**

- (a) The Bank shall have the right to change a Prepaid Card's status from Activated Card to Closed Card, provided that the Bank acts reasonably, including in accordance with Cardholder Agreement, Requirements of Law and the Visa Rules. In the event that there are Card Proceeds remaining on a Prepaid Card at the time the Bank decides to change the Prepaid Card status from Activated Card to Closed Card, the Bank will make arrangements to disburse such Card Proceeds as set out in the applicable Statement of Work.
- (b) In the event the DA terminates a Cardholder's Benefits, the Cardholder shall be able to use their Prepaid Card to access Card Proceeds until the Prepaid Card meets the criteria to become a Closed Card as provided for in a Statement of Work.
- (c) In the event the DA determines that a Cardholder is not a Client who is eligible to receive Benefits or Card Proceeds, to the extent there are Card Proceeds remaining on the Prepaid Card at the time of that determination, the Bank will make arrangements to send such Card Proceeds to the DA and will immediately thereafter change the Prepaid Card's status from Activated Card to Closed Card.
- (d) The DA may provide Authorized Instructions to the Bank to change a Prepaid Card's status from Activated Card to Closed Card. In the event that there are Card Proceeds remaining on the Prepaid Card at that time, the DA may request that such Card Proceeds be unloaded and returned to the DA, in accordance with the procedures for unloading as set out Section 5.9 above.
- (e) Upon the DA becoming aware of the death of a Cardholder, the DA shall promptly notify the Bank of such death through Authorized Instructions. If the Bank receives notice of the death of a Cardholder from someone other than the DA, the Bank shall promptly notify the DA of such notice. After such notification, and upon receipt of confirmation of death of a Cardholder from the DA, the Bank shall suspend the Card and except as provided for herein, the Bank shall not be liable for making any subsequent payments to a Cardholder or his or her dependents, heirs, representatives or estate. Any such payments shall be made directly by the DA to the Client(s). Upon confirmation from the DA of the death of a Cardholder, any Available Balance on the deceased Cardholder's Card will be unloaded in accordance with Section 5.9 and the Prepaid Card status will be changed to a Closed Card. The Bank will have no involvement with the Cardholder's estate.

**5.12 Prepaid Card Fraud**

- (a) The Bank will provide industry specific fraud management systems within the Program and provide ongoing fraud monitoring, which monitoring shall reflect updated information based on available data on new fraud patterns.
- (b) Fraud monitoring reporting occurs internally within the Bank as part of the ongoing efforts to minimize risk and fraud opportunities. Fraud monitoring reporting is not typically shared with customers of the Bank, however, fraud case reporting may be available at some level should the DA require it and as agreed to by the Bank. In order

to minimize fraud in respect of the Program, the Bank agrees to discuss such reports with the DA, as applicable, subject to Requirements of Law.

- (c) All Cards within the Program will have protection in case of fraud with the exception of losses arising from circumstances where the Cardholder has shared their PIN and Cardholder information with another party. Cardholders are liable for such losses.
- (d) Card Proceeds will be protected as outlined in the Cardholder Agreement. More specifically, a Cardholder is not liable for, and will be reimbursed by the Bank, for charges to the Card as a result of fraudulent or unauthorized use of the Card, Card number or PIN, as long as the Cardholder meets the following three conditions, each as set out in the Cardholder Agreement:
  - (i) The Cardholder is able to establish to the Bank's reasonable satisfaction that he/she has taken reasonable steps to protect the Card against loss or theft and to safeguard the PIN and other security codes such as CVV or Verified by Visa, in the manner set out in the Cardholder Agreement;
  - (ii) The Cardholder cooperates fully with the Bank's investigation; and
  - (iii) The Cardholder did not contribute to the Unauthorized Use of the Card in any way, such as voluntarily revealing the PIN or other security codes to anyone else. For the purposes of this section "**Unauthorized Use**" means use by a person other than a Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Cardholder does not receive any benefit.
- (e) The DA shall not be responsible for any loss caused by or resulting from any Cardholders' fraud, misuse, or negative balance Transactions involving the Prepaid Cards except to the extent such loss was caused by the DA's breach of a representation, warranty, or covenant of this Agreement, including any Statement of Work, or if the DA (or any of its Representatives) participated in or had knowledge of any deceptive, fraudulent or other illegal activity. The DA agrees to comply with all reasonable requests made by the Bank in the Bank's efforts to investigate, prevent and recover amounts due to the Bank relating to any actual loss, or suspected fraud, or other improper use of any Prepaid Card.

## ARTICLE 6 COLLATERAL MATERIAL AND COMMUNICATION

### 6.1 Preparation of Collateral Material and Cardholder Agreement

The Bank shall be responsible for the development and preparation of Collateral Material and the Cardholder Agreement in respect of each Program. The Bank will be responsible for ensuring all Collateral Material and the Cardholder Agreement complies with Requirements of Law and the Visa Rules. The Bank shall notify the Engagement Manager and the Program Manager of any amendments to the Collateral Material or Cardholder Agreement made during

the term of a Program. Notwithstanding the foregoing, except to the extent required to comply with the Requirements of Law or the Visa Rules, Cardholder Fees incorporated into the Cardholder Agreement may not be increased without the prior written consent of the Ministry. Where the Requirements of Law or the Visa Rules provide for a decrease in Cardholder Fees, any such amendments to the Cardholder Agreement do not require the prior written consent of the Ministry.

## **6.2 Requirements for Collateral Material**

The Parties agree that any Collateral Material will make clear that the Prepaid Cards are issued by the Bank and not the DA and that all Collateral Material:

- (a) will clearly disclose the corporate name or trade name of the Bank as the owner and the issuer of the Prepaid Card;
- (b) will not state or imply that the Prepaid Card is owned or issued by the DA; and
- (c) will not state or imply that the Prepaid Card is accepted only by a particular merchant or class of merchants except for certain categories of merchants agreed upon between the Parties.

## **6.3 Benefit Application Form**

The DA shall ensure that Benefit application forms do not reference the Program and shall not contain any Visa-owned Marks or Bank Marks.

## **6.4 Promotional and Informational Materials**

The DA agrees that any materials that are not Collateral Materials or the Cardholder Agreement, which may be created or distributed by the DA with respect to a Program, including, but not limited to, any posters, handouts or informational pamphlets intended to promote a Program or Prepaid Card or to provide information to Cardholders or Clients about a Program or Prepaid Card shall not contain any Visa-owned Marks or Bank Marks without the prior written consent of the Bank.

# **ARTICLE 7 INTELLECTUAL PROPERTY**

## **7.1 Use of Marks**

Neither Party (the “User”) will use the Marks of the other Party for any purpose without the prior written consent of such Party as provided on the applicable Statement of Work, as the case may be (the “Licensor”).

## **7.2 Appearance**

Where a Statement of Work permits Users to use Marks:

- (a) The Marks shall be used by the User in conformity with the form, font, typeface and colors and other trademark usage specifications of the Licensor as they exist and are communicated to the User from time to time, and except as to the size of reproduction, the Marks shall not be altered in any way. In particular, the User will not place the Licensor's Marks in such proximity to other trademarks, trade names or corporate logos as to give the impression that a new or combined mark has been created as the result of such proximity.
- (b) Unless not required by the Licensor, each use of the Marks shall clearly display a trademark symbol and if commercially reasonable, the User shall use a mutually agreed upon legend in connection with its use of the Marks, as follows:
  - (i) In the case of the DA's use of Bank Marks: RBC and Royal Bank are trademarks of Royal Bank of Canada, used under license; and
  - (ii) In the case of the Bank's use of the DA Marks, the trademark symbol to be used shall be the "‡" symbol and the legend to be used shall be "All other trademarks are the property of their respective owner(s)".

### **7.3 Cease to Use Marks**

Upon termination of this Agreement or a Program, the Parties will use commercially reasonable efforts to immediately cease to display the Marks of the other Party with respect to any terminated Statement of Work.

### **7.4 Ownership**

For the purpose of this Agreement, the Parties agree that all Intellectual Property and Intellectual Property Rights and any other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded (including images and data), including Intellectual Property Rights in and to the Deliverables, provided by the Bank to the DA under this Agreement, shall remain the sole property of the Bank. For greater certainty, this includes any and all rights, title and interest, including Intellectual Property Rights, in and to the Deliverables under a Program and to the Bank Marks or other Bank Intellectual Property used, with consent, in materials developed by the DA under Section 6.4 of this Agreement.

## **ARTICLE 8 ACKNOWLEDGEMENT**

### **8.1 Acknowledgement by the DA**

The DA hereby acknowledges as follows:

- (a) the Bank's involvement with a Program is to provide the Deliverables with respect to the Prepaid Cards, and in connection therewith, except as provided in Section 2.4(b) of this Agreement, the Bank is acting solely as the issuer named on the Prepaid Cards and is not involved in any way in determining eligibility for Enrolment in a Program; and
- (b) except as expressly provided for herein, neither the DA nor any of its Representatives

has acted or is acting as the Bank's agent and none of them has any right or power to bind the Bank or make any representation or warranty on the Bank's behalf.

**ARTICLE 9  
CONFIDENTIALITY; DATA BREACH**

**9.1 Confidential Information**

- (a) The DA will use Bank Confidential Information only for the purposes of fulfilling its obligations under this Agreement, and will ensure that the Bank Confidential Information is not disclosed to any person except: (i) DA officials who can give Authorized Instructions, DA's local municipal council, and their advisors, staff, contractors and subcontractors; the DA's officers, employees, signing authorities; and, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors of the DA and their directors, officers, employees and signing authorities (collectively, the "**Representatives**") and the Ministry who need to know such Bank Confidential Information in connection with administering a Program, provided that such Representatives and the Ministry are informed of the confidential nature of such Bank Confidential Information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required by statute or by order of a Court or tribunal, provided that, if not legally prohibited, the DA will notify the Bank in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed to in writing by the Bank.
- (b) The DA shall follow policies and procedures of a standard no less than it follows with its own confidential information to protect the security, integrity and confidentiality of the Bank Confidential Information against any anticipated threats or hazards or unauthorized access to or use or disclosure of the Confidential Information.
- (c) Upon the Bank's written request or at the discretion of the DA, the DA will use reasonable efforts, in compliance with the Requirements of Law, to destroy the Bank Confidential Information in the DA's control or possession, provided that the DA will be permitted to retain such copies of: (i) the Confidential Information as required by Requirements of Law; and (ii) any computer files containing any Bank Confidential Information which have been created pursuant to the DA's automatic archiving or backup procedures, which will remain subject to a continuing obligation of confidentiality.
- (d) In the event that the DA becomes compelled, including by (i) order for production of documents, subpoena, or similar demand by any Authority or court of competent jurisdiction, (ii) order of any stock exchange (except routine supervisory examinations), or (iii) other legal requirement, to disclose any of the Bank Confidential Information, the DA shall provide the Bank, if not legally prohibited, in advance of such disclosure, with:
  - (a) prompt written notice allowing the Bank sufficient time to seek a protective order declaratory order, or other appropriate remedy;
  - (b) a copy of any Bank Confidential Information the DA intends to disclose; and
  - (c) a copy of the request for disclosure.In the event that a declaratory order, protective order or other remedy is not obtained, or the Bank agrees to the disclosure of the Confidential Information, the DA agrees to

exercise reasonable efforts to disclose only that portion of the Bank Confidential Information which is legally required to be disclosed.

- (e) The DA acknowledges that a breach of any provision of this Section 9.1 may cause irreparable harm to the Bank or to any third party to whom the Bank owes a duty of confidentiality and that injury to the Bank or to any third party may be difficult to calculate and inadequately compensate in damages. The DA agrees that the Bank is entitled to seek declaratory relief (without proving any damage sustained by it or by any third-party) and to seek any other remedy against any actual or potential breach of this Section 9.1.

## **9.2 Data Breach Client Personal Information and Bank Records**

- (a) The Client Personal Information to be disclosed will be identified on the applicable Statement of Work. The Bank's administration of the Card Services includes the use of Tokens. Only Tokens approved by the Bank will be available for use within the Program.
- (b) The DA acknowledges that in order for Cardholders to use the Visa Plus Network and to receive comprehensive Cardholder support pursuant to a Program, data associated to the Cards will be processed at Visa data centres located across North America. For greater certainty, access to Client Personal Information will only be provided by the Bank to third parties that are providing support to the Bank for administration of the Program, including the Bank's Processor and Cardholder support personnel.
- (c) Bank records related to a Program stored and maintained by the Bank will reside exclusively in Canada, except that any records related to a Program that are stored and maintained by the Bank's Processor will be located in North America.
- (d) Each Party shall promptly, and in any event within a reasonable time of becoming aware of such incident, inform the other Party of any form of theft, fraud, data breach, data security compromise, breach of privacy or security of, Client Personal Information disclosed to the Bank or the Cardholder Personal Information (collectively, a "**Data Breach**"). For greater certainty, the Bank shall, upon becoming aware of a breach, promptly inform the DA of a Data Breach occurring at any third-party providing services to the Bank in relation to a Program, including without limitation, any Data Breach involving its Processor. In the event of a Data Breach, the Party that is subject to the Data Breach shall, subject to the Requirements of Law; provide information as may be reasonably requested by the other Party and both Parties shall reasonably cooperate with one another with respect to any actual or threatened impact such Data Breach has or may have on any or all Programs.

## **ARTICLE 10 COMPENSATION AND EXPENSES**

### **10.1 Fees and Compensation**

- (a) The Bank shall calculate and invoice the DA, for the Program fees set forth in and in accordance with each Statement of Work attached hereto.

- (b) Any amounts payable with respect to a Program, other than the Program fees provided for in Section 10.1(a) hereof, shall be calculated, invoiced and payable as provided for in the applicable Statement of Work.
- (c) The Bank shall be entitled to any and all Program Revenue generated in respect of a Program.

**10.2 Taxes**

All fees and other amounts payable by the DA, under this Agreement or any Statement of Work are exclusive of all taxes, duties, levies, or charges of any kind imposed by any federal or provincial or local government entity, including HST/GST.

**10.3 Expenses of the Bank**

The Bank will be solely responsible for the following expenses for all Programs:

- (a) membership fees related to the Bank's own membership in Visa;
- (b) any fine or penalty assessed by any Authority or Visa to the extent such fine or penalty is levied due to the Bank's actions, inactions or omissions including, any fines or penalties imposed by Visa on the Bank for any non-compliance by the DA with the Visa Rules which resulted from the Bank's failure to make the DA aware of the Applicable Visa Rules; and
- (c) any other expenses in respect of any Program that it has agreed to pay that may be outlined in this Agreement and any applicable Statement of Work.

**10.4 Expenses of the DA**

In addition to the fees payable pursuant to Section 10.1(a) of this Agreement, the DA will be solely responsible for the following expenses for all Programs:

- (a) any fine or penalty assessed by any Authority or Visa and imposed on the Bank and paid by the Bank to the extent due solely to the DA's actions, inactions, or omissions with respect to the performance of its obligations under this Agreement including, without limitation, any fine or penalty assessed by Visa and imposed and paid by the Bank for any non-compliance by the DA with the Card Custody and Inventory Guide or the Applicable Visa Rules; and
- (b) the DA's own costs and overhead generated from its participation in the Programs and any and all expenses associated with the performance of its obligations or for which it is responsible in accordance with the terms of this Agreement and as set out in any applicable Statement of Work.

**ARTICLE 11  
REGULATORY INVESTIGATIONS OR VISA INVESTIGATIONS**

**11.1 Regulatory Investigations or Visa Investigations**

- (a) Subject to the Requirements of Law, in the event of a regulatory investigation conducted on the Bank by any Authority or an investigation of the Bank by Visa or, on Visa or any Authority's reasonable request to the Bank to obtain information from the Bank in respect of the Program, the DA agrees to share information and cooperate with the Bank, including providing all relevant documents and information directly to an Authority or Visa on request by such Authority or Visa, subject to such Authority or Visa agreeing to execute appropriate confidentiality documentation in form and content satisfactory to the DA.
- (b) In addition to the foregoing, the Bank shall be entitled to request and obtain information from the DA in order to confirm the DA's compliance with its duties and obligations under this Agreement or any Statement of Work, including, but not limited to, providing required disclosures to Clients as instructed by the Bank from time to time.

**ARTICLE 12  
COMPLIANCE**

**12.1 Anti-Money Laundering Compliance and Sanctions**

- (a) The DA acknowledges and agrees that the Bank is not responsible for scanning or other screening with respect to Clients or Cardholders relating to anti-money laundering and terrorist financing in relation to Prepaid Cards, including under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, the regulations issued under such statute from time to time, and any statute, regulation, order, rule, or guideline that amends, supplements, or supersedes any of the foregoing and may include, if applicable. The DA is responsible for implementing an AML Policy, if any is required, to the screening of Clients and Cardholders.
- (b) The DA shall comply with all reasonable requests for information from the Bank concerning anti money laundering matters.

**12.2 Intentionally deleted.**

**12.3 Reports**

- (a) The Parties agree that reports relating to Prepaid Card Transaction processing will be provided to the Bank by its Processor whose records shall constitute the database of record for such Transactions. The DA shall not have access to, or be provided with, copies of such reports.
- (b) The Bank shall provide the DA with access to information related to Program metrics and performance, including aggregate Cardholder activities through the following means:

- (i) Self Service Reporting: The Bank's Program Administration Tool ("**PAT**") and Program Management Application ("**PMA**") provide self-service on demand reporting to DA staff who are Authorized Parties for the purposes of a Program. Pre-configured reports sorted by function may be requested by date range and can be exported in a variety of file formats; and
- (ii) Regular Program Reporting: The bank will provide pre-configured program reporting that includes specific information on performance and activity.
- (c) DA acknowledges and agrees that the Bank may provide to the Ministry, at the Ministry's request, data and information regarding DA access to and participation in the Program with the Bank.

#### **12.4 General**

Each Party covenants and agrees as follows:

- (a) It will comply with all Requirements of Law that relate to their respective duties and obligations pursuant to this Agreement.
- (b) All Cardholder complaints received by DA from an Authority or any other person relating to the Prepaid Card or its use will be promptly reported by the DA to the Bank. To the extent such information is readily available, such report shall include the name and address of the complaining Cardholder and a brief summary of the Cardholder's complaint.
- (c) In the event that either Party becomes aware of any litigation or court proceedings filed against the other Party relating to a Prepaid Card or its use, each Party agrees to promptly report such litigation to the other Party.

#### **12.5 Contingency Plans and Disaster Recovery**

Each Party will establish and have in place business continuity, disaster recovery plans and procedures intended to ensure continuation of its duties and obligations under this Agreement in the event of problems affecting its operation, including systems breakdown, natural disaster and other adverse events, temporary or permanent, where it fails to continue to perform its duties and obligations under this Agreement ("**Contingency Plans**"). The Contingency Plans and associated backup systems will be commensurate with the risk of a service disruption and will provide for provision to the other Party of all records necessary to allow it to sustain business operations. Each Party will notify the other Party regarding any significant changes to its Contingency Plans or when it encounters other circumstances that may have a serious impact on the information or data processed and maintained by it for the Programs. Each Party will regularly and no less than once per calendar year, test such Contingency Plans and notify the other Party regarding the results of such tests (including providing to such other Party a copy of its disaster recovery service provider's test simulation results with respect to the processing of relevant records or information or an attestation that the test simulation has been completed successfully).

**ARTICLE 13  
TERM AND TERMINATION**

**13.1 Term and Termination**

- (a) This Agreement is made effective as of the Effective Date and shall continue in full force and effect from the Effective Date until **September 9<sup>th</sup> 2024**, unless terminated in accordance with its terms or renewed in accordance with the Banking Agreement. In the event that the Banking Agreement or Ministry Contract has terminated prior to the expiry or termination of this Agreement, this Agreement shall also terminate unless otherwise agreed upon by the Parties in writing.
- (b) In addition to the termination rights provided for in the Banking Agreement, either Party shall be entitled to immediately terminate any or all Programs established pursuant to this Agreement if:
  - (i) with respect to a Program or Programs, the other Party is in material breach of its obligations relating to such Program(s) and fails to remedy such breach within 30 days, or such other time as agreed upon in writing by the Parties, after the non-breaching Party has demanded in writing that such breach be cured;
  - (ii) an event of fraud in respect of a Program is committed by the other Party or an employee of such other Party; or
  - (iii) a Party provides notice in accordance with Section 4.4(a) of this Agreement.
- (c) Either Party may terminate any Program or this Agreement at any time and for any or no reason by providing the other Party with one hundred and eighty (180) days' written notice.
- (d) For clarity, if a Program is terminated, this Agreement and any remaining Programs not terminated will remain in full force and effect.
- (e) With respect to existing Prepaid Cards under any terminated Program, the Parties shall continue to cooperate and perform their respective obligations under this Agreement in respect of all such Prepaid Cards until the balance on such Cards is zero. All unused inventory of Prepaid Cards in the custody of the DA, if applicable, shall be destroyed or returned to the Bank as the Bank may advise.
- (f) The DA shall continue to pay for Card Services provided by the Bank under Section 13(e) above, at the rates set out in the applicable Statement of Work. If this Agreement or any Program is terminated by the Bank due to a breach by the DA of an obligation to make an undisputed payment to the Bank, the Bank shall not be required to provide the Card Services until the DA, as applicable, pays the Bank all amounts due and payable. Notwithstanding the foregoing, and except as otherwise set out in this Agreement or any Statement of Work, the Bank shall permit Cardholders to use the Prepaid Cards to access Card Proceeds until the Prepaid Cards have a zero balance, irrespective of whether this Agreement or any Program is terminated by the Bank.

- (g) In the event of any termination, regardless of the cause, the Parties acknowledge that the Bank remains liable to Visa in connection with any issued Prepaid Cards which are valid, and therefore, notwithstanding any other provision hereof, the Bank shall have the right to require the DA to perform its obligations hereunder with respect to previously issued Prepaid Cards as long as any Prepaid Cards bearing the Bank's name remain active.

## **ARTICLE 14 GOVERNANCE**

### **14.1 Authorized Parties**

For the purposes of the Card Services as provided pursuant to this Agreement and any Statement of Work, the DA shall furnish the Bank with a list identifying those individuals in the DA who have been authorized to direct the Bank and otherwise act on behalf of the DA with respect to the applicable Program. The list shall show each individual's name, position, signature and scope of authority. Each individual so identified is an "**Authorized Party**" for the purposes of a Program.

### **14.2 Governance**

- (a) Each Party will make available throughout the term of the Agreement an individual (the "**Engagement Manager**") who will act as the other Party's single point of contact, and who is responsible for coordinating, overseeing and ensuring the timely performance of such Party's obligations set out in this Agreement and for liaising with the other Party's Engagement Manager. Each Engagement Manager will be an individual mutually agreed to by the Parties. The Engagement Managers shall meet regularly as required but in any event no less than at least once each calendar quarter.
- (b) In addition, with respect to each Program, each Party will make available an individual (the "**Program Manager**") who will act as the other Party's single point of contact for such Program, and who is responsible for coordinating, overseeing and ensuring the timely performance by such Party's obligations with respect to the applicable Program. Each Party's Program Manager is responsible for liaising with the other Party's Program Manager with respect to matters including, but not limited to, operational support, administrative support, issue resolution, issue tracking, urgent issues related to Program fraud, and scheduled and ad-hoc Program reviews. Each Program Manager will be an individual mutually agreed to by the Parties. Each Program Manager will be available during regular business hours with backup support as required. The Program Managers shall meet regularly as required but in any event no less than quarterly.
- (c) In respect of each Program, the Parties agree that they shall meet twelve (12) months after the commencement of each Program and every twelve (12) months thereafter to discuss and review:
  - (i) reporting of key trends and patterns related to the Program;
  - (ii) information about new technology and technology enhancements;

- (iii) the Program and to consider what, if any, modifications or adjustments should be made to the Program going forward so as to properly reflect the Parties expectations; and
- (iv) review the Bank's performance of Card Services as measured in Service Levels reports.

**ARTICLE 15  
ACCESSIBILITY**

**15.1 Accessibility**

The Bank's delivery of the Card Services shall at a minimum comply with all applicable accessibility specifications as set out in the applicable Statement of Work.

***[Signature Page Follows]***

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**ROYAL BANK OF CANADA**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

**[SERVICE DELIVERY AGENT]**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

Schedule 2



# **RBC Right Pay Program**

## **Card Custody and Inventory Guide**

**Effective November 19 2015**

Document Version 0.4

## ***Card Custody and Inventory Guide***

### **Purpose:**

Standard guidelines for RBC Right Pay Clients on Prepaid card custody and inventory maintenance.

### **Intended Audience:**

RBC Right Pay Client Program Administrator, RBC Right Pay Program Manager.

### **Standard guidelines:**

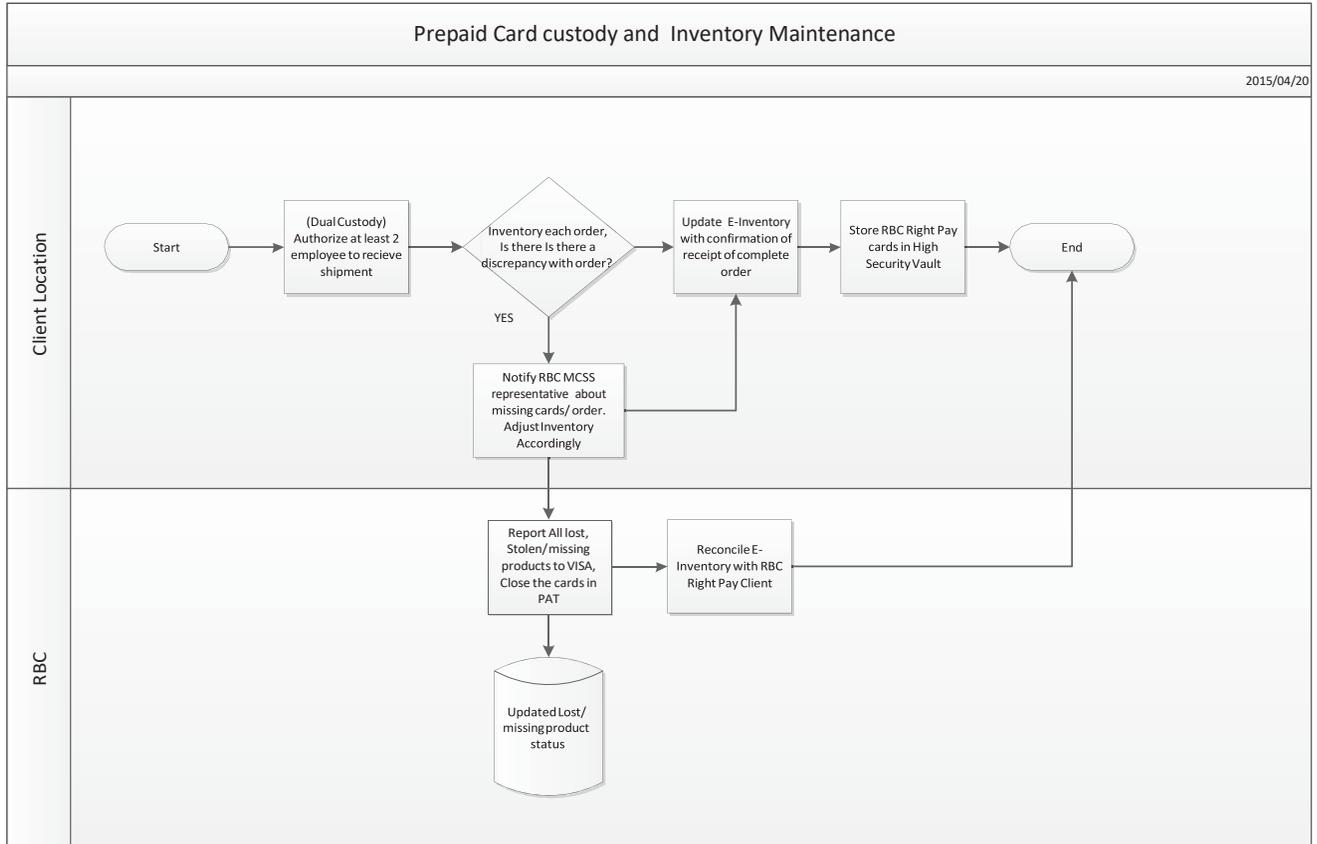
RBC Right Pay Clients must follow the guidelines below:

- Authorize at least 2 employees (Dual Custody) to take the shipment to a secured lockable storage area and complete the following inventory management activities:

Inventory the entire product shipment to determine if any RBC Right Pay card products (packages) are missing by:

- Confirming the number of card packages received matches the total number listed on the packing slip.
  - Conducting a random review, of at least 10% of the total shipment, to ensure that the proxy ID visible through the window of the envelope match the proxy ID on the packing slip.
- The envelopes in the box will be in the same order as the list on the packing slip i.e. the first Proxy ID on the packing slip should correspond to the first envelope at the front of the box.
  - Notify your RBC Right Pay Program Manager ([rightpaysupport@rbc.com](mailto:rightpaysupport@rbc.com)), and your own security administrator, if a shipment of RBC Right Pay card products (packages) either:
    - Was not received as scheduled.
    - Was damaged or opened, or there is evidence that the contents of a sleeve, box, or container are missing.
  - Within the PAT application confirm receipt of each order by selecting the appropriate status for each shipment. Cards that are missing or damaged must be reported within the PAT application. (refer to your PAT manual within the section “Manage and Receive Orders” for detailed instructions).
  - Store the RBC Prepaid card products (packages) in a secured lockable storage area or vault with:
    - Secure construction that will withstand tampering and damage.
    - Where accessibility is granted only to individuals who need it and are authorized to have it.
  - When inventory exceeds 500 cards per location the following additional requirements will apply:
    - An intrusion alarm system for the area or location where the prepaid card packages are stored.

Process Flow



Statement of Work  
Pursuant RBC Right Pay Reloadable Payment  
Card Program Delivery Agent Agreement

**I. Introduction**

This Statement of Work, between \_\_\_\_\_ (the "**DA**"), and Royal Bank of Canada (the "**Bank**") dated \_\_\_\_\_ (the "**Effective Date**") is made pursuant to Article 2 of the RBC Right Pay Reloadable Payment Card Program Service Delivery Agent Agreement ("**DA Agreement**") and is subject to the Client Agreement ("**Banking Agreement**") dated as of \_\_\_\_\_, as amended from time to time, between the Bank and the DA.

The DA is introducing a Program for the issuance of reloadable Prepaid Cards ("**OW Payment Card**") for Clients living in its jurisdiction who are receiving income support under the Ontario Works Program ("**OW**") who do not receive their payments by direct bank deposit.

Direct bank deposit will remain the preferred method of payment for OW income support. The OW Payment Card will provide an alternative to payments by cheque.

The Bank will deliver the OW Payment Card in accordance with the scope of services and deliverables, Service Levels, pricing, fees and implementation timelines that are set out in this Statement of Work.

Service Levels applicable to the OW Payment Card are attached hereto as Schedule A to this Statement of Work.

**II. Definitions**

For the purposes of this Statement of Work, the following words shall have the following meanings. Any capitalized terms that are not defined herein shall have the same meaning as in the Banking Agreement and the DA Agreement.

**"Card Fulfillment"** refers to the Bank's process of: (i) distributing individual Cards directly to Clients; or (ii) delivering Card stock inventory ordered by the DA to OW offices.

**"Card Package"** means the card package that is described in Section 4.2 of this Statement of Work.

**"CSR"** means customer service representative.

**"CVV"** means the Card Verification Value; the three-digit code that is found on the back of the Card and which is used as an additional security feature for merchants to validate that a Cardholder is in possession of a genuine Card.

**"Expired Card"** means the Card has reached its expiration date and can no longer be used.

**"OW"** has the meaning set out in the Introduction.

**"OW Payment Card"** has the meaning set out in the Introduction.

**“PAT”** or **“Prepaid Administration Tool”** refers to the web/browser application provided to the DA by the Bank for the purposes outlined in Section 11.1(v) of this Statement of Work.

**“Performance Warranty Services”** means repairs to the Program system requirements or corrections to defects in the Program system requirements.

**“PMA”** or **“Prepaid Management Application”** refers to the web-based application provided to the DA by the Bank for the purposes outlined in Section 11.1(iii) of this Statement of Work, including the related database.

**“Program Requests”** means instructions originating from the Delivery Agents through Social Assistance Management System (SAMS) and delivered to the Bank via web service call for the purposes of operating the Program.

**“Province”** means the Province of Ontario ministry with statutory or other responsibility for OW and SAMS.

**“POS”** means a *point of sale* device used at merchant locations to capture and transmit purchase Transactions for processing.

**“SAMS”** or the **“Social Assistance Management System”** is the Province’s system of record that captures Enrolment information for OW.

**“Security Devices”** has the meaning set out in section 12.7.

**“Security Incident”** has the meaning set out in section 12.8.

**“Total Balance”** includes the Available Balance plus any authorized but not yet settled Transactions.

**“VRU”** refers to the interactive voice response unit that is a component of the Bank’s automated telephone customer service system.

### III. Scope of Services and Deliverables

The Bank will deliver the OW Payment Card in accordance with the scope of services and deliverables, Services Levels, pricing, fees and implementation timelines that are set out in this Statement of Work.

The terms and conditions of the DA Agreement are hereby incorporated by reference in this Statement of Work to the same effect as if fully set out in this Statement of Work. In the event of any conflict or inconsistency between the term or provision of this Statement of Work and any term or provision of the DA Agreement, the terms and provisions of the DA Agreement shall govern.

#### 1.00 Card Design / Characteristics / Functionality

1.1 The Bank will provide standardized Card package collateral as part of the Program to be made available to the DA. Card package collateral will be provided in English and French but will not be bilingual. The Bank will ensure that the Cardholder Agreement contains provisions related to protection of Cardholder privacy.

1.2 All Cards will include raised letter embossing for the 16-digit Card number and four-digit expiration dates.

Cards delivered directly from the Bank to Cardholders will include the embossing of the Cardholder's first and last name. Cards issued from OW offices will not include embossed Cardholder's first and last name.

The Card design will not identify the Cardholder as a Client.

1.3 All Cards will have Chip and PIN functionality so Cardholders can make purchases at Chip and PIN enabled POS and withdraw cash from ATMs.

All Cards will include a magnetic stripe encoded with the necessary data required for potential Card use with non-CHIP enabled POS and ATMs.

Online or card-not-present telephone Transactions may not require the use of a PIN.

1.4 Except for Closed Cards, cards in a Research Required, or Pending Issuance status and Expired Cards, all Cards will be reloadable, accepting one time, sporadic and recurring Loads.

The Cards may only be Loaded with Card Proceeds in respect to the OW Payment Card or with card Proceeds originating from another participating program such as ODSP.

1.5 Except for Closed Cards, balances on all Cards will carry over from month to month automatically.

1.6 Cards will have a four-year expiry date from the date of Card Fulfillment.

#### 2.00 Card Activation / PIN Selection

2.1 All Cards will be in a ready-to-activate state with the activation process to be executed by the

Cardholders. Cardholders will be able to select their PIN at Card activation.

2.2 The Bank will provide all Cardholders with the following options for activating their Cards, or such other options as the Bank may determine, acting reasonably:

i. Card activation via the VRU:

- Cardholders will activate their Cards by calling the Bank's toll-free number assigned to the OW Payment Card.
- Cardholders will be required to enter information such as their 16 digit Card number, CVV and Tokens for authentication purposes.
- Once the Cardholder identity is authenticated, the Card is activated.
- Cardholders will be required to select their four-digit PIN as part of the Card activation sequence.

ii. Card activation via the Consumer Website:

- Cardholders will navigate to the Consumer Website associated with the OW Payment Card.
- Cardholders will be required to enter information such as their 16-digit Card number, CVV and Tokens for authentication purposes.
- Once the Cardholder identity is authenticated, the Card is activated.
- Cardholders will be prompted to select their four-digit PIN as part of the activation sequence.

iii. Card activation via a call centre CSR:

- Should Cardholders encounter difficulty activating their Cards via the VRU, they will be transferred to a live call centre CSR.
- Should Cardholders have difficulty activating their Cards via the Consumer Website, they will be directed to contact Cardholder support to talk to a call centre CSR.
- The call centre CSR will request the 16-digit Card number and then attempt to authenticate or verify the Cardholder identity by asking questions about the Cardholder's Personal Information or Card details.
- Once the Cardholder is authenticated, the CSR activates the Card and provides the Cardholder direction on PIN selection.
- Callers who cannot be authenticated will be directed to contact the OW office.

The Bank may amend the options that a Cardholder may use to activate a Card noted above upon advance written notice to the DA.

### **3.00 Use of the Card**

3.1 The Cards will be accepted at Visa merchants worldwide for POS purchases, telephone and online Transactions in accordance with the terms and conditions set out in the Cardholder Agreement. The DA acknowledges and agrees that the Bank does not make any representations or warranties about Card acceptance at any individual merchant.

- 3.2 The Bank has the right, in its sole discretion, to block or decline to authorize any Transaction including, but not limited to, restrict Cards from being used in sanctioned countries, at online gambling websites, or to otherwise comply with the Bank's legal, regulatory requirements or other Bank policies; provided that the Bank will only impose such restrictions on the Cards that the Bank generally imposes on the other prepaid cards that it issues.
- 3.3 The Card will allow Cardholders to make cash withdrawals on their Card from Bank-branded ATMs, and ATMs on the Visa Plus Network. The DA acknowledges and agrees that the Bank does not make any representations or warranties about whether Cardholders will be able to make cash withdrawals at any other ATMs or whether additional fees that are charged by ATM owners may apply in those circumstances.
- 3.4 The Cards may be used to make bill payments with merchants that accept Visa as a form of payment. The DA acknowledges and agrees that the Bank does not make any representations or warranties about whether any individual merchant will accept the Card for bill payments.
- 3.5 The following daily withdrawal and purchase limits apply to the OW Payment Card:

Limits	Amount
Maximum purchase amount per Card per calendar day	\$4,000
Maximum ATM cash / cash back amount per Transaction	\$500
Maximum ATM cash / cash back amount per Card per calendar day	\$2,000

- 3.6 The Bank will not hold back funds and Cardholders will have access to the full Available Balance on their Card subject to:
- (a) established program limits set out in Section 3.5 above;
  - (b) standard market practices on pre-authorizations and holds; and
  - (c) Transaction posting which may result in portions of a Cardholder's balance being temporarily unavailable.

The Bank will provide Cardholders with both a Total Balance and an Available Balance when a Cardholder makes a balance enquiry. When the Available Balance and Total Balance differ, Cardholders will only have access to the Available Balance.

- 3.7 The Bank will not extend credit to Cardholders.

Negative balances may occur in exceptional circumstances such as a delay in posting of a Transaction by a merchant.

The Bank will not attempt to recover such negative balance from the Cardholder directly. If there is a negative balance on a Card at the time the Card is reloaded, the Bank will apply the reloaded funds to the negative balance. If the negative balance is subject to a pending dispute, the Bank will credit the Card with the applicable amount if the dispute is settled in the Cardholder's favour.

Cards that are in negative balance over a certain period of time may be subject to closure and

cannot be reactivated. The DA can request that the Bank issue a new Card for the Cardholder in such circumstances.

3.8 Cardholders will be able to continue using their Cards in accordance with this Article 3, even if the DA has suspended or terminated that Cardholder's OW income support. If the DA subsequently reinstates the Cardholder's OW income support, the Card may be Loaded or reloaded so long as it is not an Expired Card or Closed Card or Card Suspended for Fraud.

3.9 All funds Loaded to the Cards will not be subject to attachment or garnishment as set out in the *Ontario Works Act, 1997, S.O. 1997, c. 25, Sched. A* as may be amended from time to time.

#### **4.00 Cardholder Disclosures (Fees and Program Information)**

##### Initial Disclosures

4.1 Prior to issuing a Prepaid Card, the DA will provide any and all disclosures required to be given for statutory, regulatory or legal purposes prepared by the Bank and approved by the DA to, and will obtain and record the express consent of, a Client who is considering receiving Benefits through Prepaid Cards, in accordance with the workflows and processes agreed to by the DA and the Bank.

##### Fees and Program Information

4.2 For every instantly issued Prepaid Card and for every instantly issued replacement Prepaid Card the DA will provide the Cardholder with a Card Package within a standard #10 envelope that includes:

- An 8.5" x 11" letter to which the Card will be affixed (Card carrier) with information on Card activation, Card usage and Cardholder support. This letter will be personalized to the Cardholder if the Bank sends the Card directly to that Cardholder.
- Program fee information on the reverse side of the letter
- An insert containing information and instructions on Card use, 8.5" x 11" or smaller
- The Cardholder Agreement
- A financial literacy insert
- A wallet card with Cardholder support contact information and Consumer Website address in a single panel format with perforated area

4.3 The Card Package will be available in both English and French but will not be bilingual. Cardholders must select their preferred language during Enrolment to the OW Payment Card which will determine the language of their Card Package.

#### **5.00 Cardholder Support**

5.1 The Bank will provide Cardholders access to the following Cardholder support channels during the term of the OW Payment Card and for a period of 12 months following the termination of the OW Payment Card:

- Toll-free automated VRU

- Toll-free call centre staffed by CSRs
- Consumer Website

5.2 The Bank will configure the Consumer Website to include the following minimum functionality for the Cardholders:

- Card activation
- View balance
- View transactions
- Manage alerts
- View OW Payment Card information
- Suspend and un-suspend Card
- View profile
- Manage PINs (selection, reset and change)
- View and print statements

The Bank will make comprehensive OW Payment Card Frequently Asked Questions and the Cardholder Agreement available in electronic format on the Consumer Website.

The Bank will require that Cardholders authenticate themselves to log in to the Consumer Website, including by validating Card information or through the use of Tokens. The Cardholder will be required to enter a Card number, CVV and applicable Tokens on first visit, and on all subsequent visits. Cardholders will be required to create a unique username and password, provide an email address, and authenticate themselves to log in to the Consumer Website using such unique username and password.

The Consumer Website is designed and tested for optimal performance using the following:

- Internet Explorer 11 (without Compatibility Mode) on Windows 10
- Chrome on Windows 10
- Edge on Windows 10
- iPhone X series
- iPad Air
- Samsung Galaxy 9
- Safari on iOS 11.0.3

The Bank will notify the DA in writing in advance if the browser types that are designed and tested for optimal performance of the Consumer Website noted above change. Furthermore, the Bank will use commercially reasonable efforts to ensure that the Consumer Website functions without any material deficiencies on all other browsers that are used by a significant portion of the market in Canada.

5.3 The Bank will allow Cardholders to reset and change their PINs via VRU, the Consumer Website or with live CSR assistance.

Cardholders may call the VRU and navigate to a call centre CSR to reset and change their PINs. Once the Cardholder's identity is authenticated, the CSR will reset the Cardholder's PIN and direct them to the VRU to select a new PIN. CSRs are not able to retrieve or process the selection of the Cardholder's PIN but will offer instruction on PIN selection via VRU. The Bank

has no obligation to retrieve a PIN that the Cardholder has forgotten.

- 5.4 Cardholders with valid Cards will have the ability to view and print statements for the previous 24-month period through the Consumer Website.

Cardholders with Expired Cards or Closed Cards will not have access to the Consumer Website to view and print statements.

- 5.5 The Bank will comply with reasonable requests for Cardholder statements, including for Expired Cards or Closed Cards, which are no longer available from the Consumer Website for the previous 7 year period at no cost to the Cardholder.

#### **6.00 Replacement of Lost/Stolen/Damaged Cards**

- 6.1 The Bank will include information in the Card Package regarding the process for reporting lost, stolen or damaged Cards. Cardholders will be advised to contact the Bank's call centre as soon as possible to report the status of their Card.

- 6.2 When the Cardholder contacts the Bank's call centre to report a lost, stolen or damaged Card, the call centre CSR will attempt to authenticate or verify the Cardholder identity by asking questions about the Cardholder's Personal Information or Card details, validate the Cardholder's address and then, if authenticated successfully, immediately change the Prepaid Card's status from Activated Card to Closed Card.

The CSR will offer to mail a replacement Card to the confirmed address while advising the Cardholder of a 3 to 10 Business Day delivery timeframe.

At the Cardholder's request, the CSR will advise the Cardholder of the Total Balance and Available Balance on the lost, stolen or damaged Card. In addition, at the Cardholder's request, the CSR will review the previous few transactions on the Card with the Cardholder to identify if any fraudulent transactions have occurred.

- 6.3 The Bank will immediately delink the Cardholder's Prepaid Card file and Personal Information when a Cardholder reports their Prepaid Card as lost, stolen or damaged.

- 6.4 The Bank will mail the replacement Card directly to the last address on file for the Cardholder along with a letter containing specific information for replacement Cards, including instructions on Card activation, and disposal of a damaged Card.

- 6.5 If the Cardholder requires the replacement Card sooner than 3 to 10 Business Days, the call centre CSR will advise the Cardholder to contact the OW office.

- 6.6 The DA will have the ability to instantly issue replacement Cards for lost, stolen or damaged Cards through the use of PAT.

When using PAT to replace a lost, stolen or damaged Card, the existing Card is automatically and instantly closed, the Cardholder's Personal Information is immediately delinked from the Cardholder's Prepaid Card file and the replacement Card is ready for use, immediately by the Cardholder.

- 6.7 When a replacement Card, either issued by the Bank or OW office is activated, the Available Balance from the previous Card is immediately available on the replacement Card. All profile data including the Cardholder's Personal Information, PIN and transaction history will be linked to the replacement Card automatically.
- 6.8 All lost, stolen or damaged Cards that are replaced will maintain their existing PINs. The Bank will disclose this information in the Card Package that accompanies the replacement Card.

#### **7.00 Reissuance of Card at Expiry**

- 7.1 The Bank will reissue a new Card directly to the Cardholder approximately sixty (60) days prior to the expiration date of the Cardholder's current Card unless there have been no activities on that Card within the previous 12 months.

The following are considered Card activities:

- Loads and reloads
- Purchases
- Refunds
- Cash withdrawals
- Balance enquiries
- Consumer Website login
- VRU login
- PIN changes or attempts
- Calls to Cardholder support

Fee charges and profile changes are not considered Card activities.

- 7.2 The Bank will mail the new Card directly to the last address on file for the Cardholder with a Card Package containing instructions on Card activation and disposal of the Expired Card.
- 7.3 When a Card is reissued to a Cardholder, the Available Balance associated with the old Card will be transferred automatically to the reissued Card immediately upon activation by the Cardholder.
- 7.4 Cards that are reissued will maintain their existing PINs. The Bank will disclose this information in the Card Package that accompanies the reissued Card.
- 7.5 If the Cardholder has not received their reissued Card, the Bank will reissue the Card upon notification from the Cardholder, subject to Section 7.1 of this Statement of Work.

#### **8.00 Closed Cards**

- 8.1 The Bank will automatically close a Card if there have been no activities on the Card within the previous 12 months as set out in Section 7.1 of this Statement of Work, and the Card has a zero balance; or the Card has been in a negative balance scenario as described in Section 3.7 of this Statement of Work; or when a card closure is requested by the DA or, in the Bank's sole discretion if the Bank reasonably believes that the Card or Card number is being, or is likely to be, misused or if the Cardholder is in breach of the Cardholder Agreement.

- 8.2 When a Card is closed, it will be deactivated instantly. The Bank will not reload funds on a Closed Card or charge any fees to the Cardholder or to the DA in relation to that Closed Card.

The Closed Card will no longer function in any manner and it will not be possible to reactivate the Closed Card under any circumstances.

- 8.3 When a Card closure is requested by the DA, any Card Proceeds remaining on the Card will be returned by the Bank to the bank account designated by the DA for such purpose.

When a Card is closed by the Bank, in its sole discretion, except in circumstances where the Card Proceeds must be held or frozen by the Bank in accordance with Sanctions Laws, the Bank will return the Available Balance on the Card directly to the Cardholder in the form of a bank draft sent to the Cardholder by regular mail delivery.

#### **9.00 Privacy / Confidentiality (Cardholder)**

- 9.1 The Bank will not conduct credit or background checks on Clients/Cardholders enrolling/enrolled in the OW Payment Card.

- 9.2 The DA will share the following Personal Information with the Bank for all Cards issued within the OW Payment Card:

- Cardholder first and last name
- SAMS Reference Number
- Cardholder address or address associated with the Cardholder
- Cardholder telephone number or telephone number associated with the Cardholder (if available)
- Cardholder date of birth
- Language Indicator

All Cards will be registered with this Personal Information at the time of issuance through the Program Request process.

The Bank may use the information above to create Tokens.

The Bank will ensure that the Cardholder Agreement contains provisions related to protection of Cardholder privacy.

- 9.3 The DA will obtain the consent of each Client to disclose Client Personal Information to the Bank, its subcontractors and third party service providers, for purposes of the Bank's administration of the Card Services.

#### **10.00 Training**

- 10.1 The Bank will deliver training session(s) to identified Ministry and DA staff, in a format to be agreed upon by the Ministry and the Bank, on the use of the PAT and PMA, including the roles and responsibilities associated with each function.

- 10.2 The training approach (e.g. in-class, WebEx session, on-line tutorial) and the timing of the training will be agreed upon by the Bank and the Ministry.
- 10.3 The Bank will develop training materials and any user guides and manuals for use by the Ministry and DA for use for future training sessions for the purposes of the RPC program. Without limiting section 7.03 of the Ministry Contract, the Bank grants the Ministry and DAs the right to reproduce, distribute and post the materials, in whole or in part, on intranet sites as required.
- 10.4 The PAT and the PMA do not include a training environment.

#### **11.00 Program Systems Requirements**

- 11.1 The Bank will deliver enhancements to the current RBC platform that support:
- i. participation in the Program by DA;
  - ii. Program Requests between the Bank and SAMS, which will be the system of record;
 

SAMS will capture enrolment and payment information that will be delivered to the Bank and receive automatic responses from the Bank.
  - iii. receiving and processing instant, scheduled or near-real-time Program Requests for Program activities such as:
    - a. Client enrolment in the Program
    - b. Confirmation of Closed Card status
    - c. New instant or mail order Card issuance from DA
    - d. Payment Loads or Reloads to active cards including post-dated payments
    - e. Cardholder profile updates
    - f. Cardholder transfers between participating locations and programs
  - iv. acceptance and processing of Program Requests by the Bank provided that the DA deliver each Program Request, via SAMS, in the format and within the time frame set out in the Service Levels.
  - v. the Bank sending automatic responses to all Program Requests via SAMS.

#### **12. PAT AND PMA**

- 12.1 The Bank will provide the DA with the use of PAT and PMA in connection with the Program.
- 12.2 The Bank will ensure that user access to PMA and PAT are subject to reasonable security provisions, which include the following:
- For PAT:
- Passwords must be a minimum of seven characters in length

- Passwords must include at least one upper case character
- Passwords must include at least one lower case character
- Passwords must include at least one numeric character
- Passwords must include at least one alphabetic character
- Passwords must include at least one special character
- Users may not re-use the previous 12 passwords
- Passwords expire every 30 days
- Users must answer additional questions as part of authentication process (knowledge-based authentication)

For PMA:

- Passwords must be a minimum of ten characters in length
- Passwords must include at least one numeric character
- Passwords must include at least one uppercase letter
- Passwords must include at least one lowercase letter
- No repetition of characters
- Half the length cannot be part of the username (e-mail address)

- 12.3 The Bank will automatically delete PAT user accounts with no logins for 400 consecutive days. These user accounts cannot be reactivated or reinstated.
- 12.4 The Bank will automatically delete PMA user accounts with no login for 400 consecutive days, or such other number of days as the OW Payment Card administrator with the appropriate authority determines and implements through PMA. These user accounts cannot be reactivated or reinstated.

All of the foregoing security provisions may be revised from time to time by the Bank. The Bank will provide advance written notice to the DA of any such changes.

- 12.5 The DA shall have the right to use PMA and PAT in connection with the OW Payment Card and shall not assign or sub-license that right. The DA's right to use PMA and PAT will end immediately on termination of this Statement of Work.
- 12.6 The DA will at all times have in place prudent measures to ensure the security and confidentiality of any telecommunication or electronic transmission method which may be used by the DA in connection with the PMA and PAT, including any computer, email, Internet, mobile device or wireless device ("Electronic Channel"). Such security measures include using relevant and up to date anti-virus scanning software, a firewall, installing the latest security patches to provide assurance that no virus is introduced into the systems or software while accessing the PMA and PAT.
- 12.7 The DA is responsible for maintaining the security and confidentiality of all security devices which may be used in connection with the PMA and PAT including user names and passwords (the "**Security Devices**"). The DA is responsible for ensuring that Security Devices will only be provided to and used by persons properly authorized on its behalf for such purposes in connection with the PMA and PAT and that such persons do not disclose or share, or agree to the disclosure or sharing of, a Security Device with any person.

- 12.8 If it is suspected or known that any Security Device has been compromised in any way, including if the DA knows or reasonably ought to know that there has been any unusual, fraudulent or unauthorized use of Security Devices or the PMA or PAT or some other security incident (a "**Security Incident**"), the Security Device must be changed immediately
- 12.9 Upon discovery of any Security Incident, the DA will immediately notify the Bank in writing and (i) assist the Bank, or any Bank entity or third party service provider acting on its behalf, in the management of any consequences arising from such Security Incident; (ii) take any reasonable steps necessary to mitigate any harm resulting from the Security Incident; and (iii) take appropriate steps to prevent a recurrence.
- 12.10 The parties agree that communications between their respective employees and representatives in connection with the PMA and PAT and the services provided by the PMA and PAT are necessary and requested for the performance of the Card Services. The parties expect and request electronic communication for such purposes.
- 12.11 The Bank is not liable for any loss, costs, damages or expenses arising in relation to the use of PMA and PAT ("Losses") to the extent they are caused by any of the following: (a) mistakes in, omissions from, inaccuracy or inadequacy of, or delays with, any information provided to the Bank through the PMA or PAT; (b) the DA (i) failing to take reasonable measures to protect against and prevent the Losses, or (ii) failing to adequately cooperate with the Bank in a related investigation; and (c) the transmission of any destructive or contaminating properties, including viruses, through an Electronic Channel, or any related damage to any computer systems.
- 12.12 The Bank will provide the DA with access to PAT for the purposes of Program administration, Card unloads, reporting, Card stock inventory management and issuance of replacement Cards for lost, stolen or damaged Cards.
- 12.13 OW Payment Card administrators within the DA with the appropriate access credentials will have the ability to add or remove PMA and PAT users and modify level of access granted to PMA and PAT users as required.
- 12.14 PMA and PAT will be accessed via the public internet through a URL provided by the Bank.
- 12.15 PAT will operate on the following computer requirements:
- Internet Explorer 11 on Windows 10
  - Edge on Windows 10
- 12.16 PMA will operate on Microsoft Internet Explorer 10 or higher, Firefox 35 or higher and Chrome 43 or higher. As soon as the Bank is made aware of updates to the computer requirements for the tools, it will notify the DA of such updates.
- 12.17 The DA will have the ability to instantly issue replacement Cards for lost, stolen or damaged Cards through the use of PAT.

When using PAT to replace a lost, stolen or damaged Card, the existing Card is automatically and instantly closed, the Cardholder's Personal Information is immediately delinked from the Cardholder's Prepaid Card file and the replacement Card is ready for use, immediately following

activation.

When a replacement Card, either issued by the Bank or DA office is activated, the Available Balance from the previous Card is immediately available on the replacement Card. All profile data including the Cardholder's Personal Information, PIN and transaction history will be linked to the replacement Card automatically.

12.18 PAT will support an unlimited number of concurrent users.

12.19 The Bank will provide the DA with access to the PMA for the purposes of Program administration, payment recalls and requesting reports for financial administration activities and reconciliation.

For each recall attempt, the PMA will indicate the success or failure of the request.

12.20 The Bank will ensure that the DA is able to generate the following reports from the PMA in both .csv and PDF:

- A payment activity report that contains the details of the payments that have been requested for recall, when the request for recall was made and by whom.
- A daily report that shows how many recalled payments the administrative user approved, including daily or monthly payments. Each payment should also indicate the user who requested the recall.
- A report identifying all the successful recalls and payments that were processed to be used for reconciliation in SAMS.
- A daily report excluding any recalled items to support Bank reconciliation.
- A daily report on real time payments
- Other reports that may added as part of Program enhancements

12.21 The Bank will ensure that DA access in PAT and PMA is restricted to records and data associated the DA. The Ministry will also have access to OW cases in PAT.

12.22 The Bank will use commercially reasonable efforts to ensure that PMA and PAT functions without any material deficiencies on browsers that are used by a significant portion of the market in Canada.

12.23 PAT will be made available to the DA in English and French. PMA will be made available to the DA in English.

12.24 The Bank will provide DA with manuals for PMA and PAT that contain a materially complete and accurate description thereof, and is a materially complete and accurate guide to the operation of PMA and PAT. The Bank shall provide updates to the manuals from time to time during the term of the Contract so as to remain materially complete and accurate and reflect all changes made to PMA and PAT.

12.25 The DA's right to use PMA and PAT will end immediately on termination of this Contract.

### 13 **Program Request Processing**

- 13.1 Instant Issuance, Card Order, Reload and Profile Update instructions in the form of Program Requests will be delivered daily by the Province, on behalf of the DA, to the Bank electronically for processing by the Bank.

The Ministry, on behalf of the DA, will deliver a Reload Program Request to the Bank once a month for processing by the Bank.

- 13.2 Program request acceptance and processing will be maintained by the Bank provided that the Ministry on behalf of the DA deliver each Program Request in the timeframe set out in the Service Levels and in the format agreed upon by the Province and the Bank.
- 13.3 When errors associated with the Program Requests and records occur, the Bank will notify the Province, who will notify the DA of the status within the agreed upon timeframe as set out in the Service Levels.
- 13.4 The Bank will provide automatic responses in the format of the original Program Request received including detail on all record level successes and failures including failure reason codes. The corrected errors will be resubmitted to the Bank via SAMS.

### 14 **Enrolment in the Program**

- 14.1 The Ministry's Social Assistance Management System (SAMS) will be the system of record capturing Enrolment information that will be delivered daily to the Bank via the Program Request process.
- 14.2 A Reload Program Request may be processed only after an Instant Issuance or Card Order Program Request is received and processed.

### 15 **Card Issuance**

- 15.1 The Bank will provide the DA with the following options for Card Issuance through the Program Request process:
- Instruct the Bank to issue Cards directly to Cardholders by mail to the address information indicated in the Card Order Program Request associated with each instruction; or
  - Instant issue Cards at OW offices using SAMS and inform the Bank of such issuance through the Instant Issuance Program Request.
- 15.2 Until the Program Request process has been completed, Cards issued to Cardholders by OW offices cannot be activated and the Cardholders will not be able to use the Cards or access Cardholder support channels.

The Cards will not have funds Loaded and available to the Cardholders until the Reload Program Request has been submitted to the Bank and successfully processed.

- 15.3 To facilitate instant Card Issuance at OW offices, the Bank will provide the DA with an inventory of Card Packages as set out in Section 4.2 of this Statement of Work, in sealed envelopes with a proxy number printed on the exterior of the envelopes.

The Bank will deliver bulk Card Package shipments via courier and the DA will have the ability to track shipment.

The Bank and the DA will agree on processes for bulk Card Packages stock delivery to OW offices, validation and reconciliation of each shipment and measures to address order errors and lost or returned shipments, as referenced in the Card Custody and Inventory Guide or such other documents agreed to by the DA and the Bank.

The Bank will accept redirect requests for orders that have been placed but not shipped.

- 15.4 The DA will inform all OW offices including, but not limited to, all existing and new OW employees, agents or other individuals authorized to act on the DA’s behalf (collectively, the “**DA Employees**”) of the Card Custody and Inventory Guide and any Applicable Visa Rules. The DA agrees to implement business processes to instruct such DA Employees for compliance with the Card Custody and Inventory Guide and any Applicable Visa Rules. The DA further agrees to keep all the applicable DA Employees informed of any amendments to the Card Custody and Inventory Guide and any Applicable Visa Rules.

16 **Loading/Reloading of Funds**

- 16.1 The Bank will receive daily Reload Program Requests from the Province, on behalf of the DA, for Loading or reloading of one-time, sporadic and monthly payments. The Bank will process these Reload Program Requests on payment due dates to be established by the DA.

- 16.2 Payment due dates may be post-dated within the same calendar month. The Bank will hold processing of these Reload Program Requests until the payment due date.

- 16.3 Once every month, the Bank will receive on the same day, one Reload Program Request from the Province, acting on behalf of the DA, for daily payments and one Reload Program Request from the Province, acting on behalf of the DA, for monthly payments. The Bank will process these Reload Program Requests on payment due dates established by the DA, and Cards may receive funds from both Program Requests.

- 16.4 All funding shall originate from the Funding Account(s) designated by the DA for the OW Payment Card. The Bank will debit the Funding Account(s) following the processing of each Reload Program Request and the corresponding funds will transfer to a Settlement Account held by the Bank for the purposes of Loading and reloading the Cards under the OW Payment Card.

Rejected records must not be deducted from the Funding Account until the record is re-submitted or corrected and is accepted by the Bank.

- 16.5 The following limits will apply to the OW Payment Card:

Card Program Limits	Amount
Minimum reload amount per transaction	\$0.01

Maximum reload amount per transaction	\$10,000
Maximum reload amount per Card over a 7 calendar day period	\$10,000
Maximum Card balance	\$10,000

- 16.6 The DA may recall records within the Reload Program Requests through the PMA. The DA will only be permitted to delete records prior to their payment date through the PMA. Changes to the record level detail, such as a change to the payment amount, will not be permitted.

For each recall attempt, the PMA will indicate the success or failure of the request including a reason code.

The Bank will not withdraw recalled payments from the Funding Account.

## 17 **Unloading Cards**

For the purposes of section 17 and the subsections thereunder, the term Available Balance shall have the meaning given to it in the Addendum.

Funds can be unloaded from Cards in the following circumstances. The Bank will not unload Card proceeds in excess of the Available Balance on the Card.

### 17.1 **Deceased Cardholders**

Upon the death of a Cardholder, the Bank will unload any Card Proceeds Loaded following the month in which the Cardholder died and return such Card Proceeds to the bank account designated by the DA for such purpose.

The DA will advise the Bank of the death of a Cardholder and any Available Balance remaining on the Card for which the deceased Cardholder was entitled will be returned to the party named by the DA based on agreed upon processes by the Bank and the DA.

### 17.2 Cards that have not been Activated

The DA may request that the Bank unload Card Proceeds and return, such Card Proceeds to the bank account designated by the DA for such purpose, where a Cardholder has not activated their Card and:

- (i) the DA determines that a Cardholder is not Client who is eligible to receive Benefits or Card Proceeds; or
- (ii) the Cardholder has received Benefits for the same period through a different method of payment.

### 17.3 Cards that have been Closed

The Bank will unload funds in an amount equal to the value of the Card Proceeds in the circumstances outlined in and in accordance with section 8.3.

### 17.4 Responsible Ministry Request

The Bank will unload funds in an amount equal to the value of the Card Proceeds at the request of the DA and return such Card Proceeds to the bank account designated by the DA for such purpose.

## **18 Profile Updates**

- 18.1 Profile updates for Cardholders who are actively enrolled in OW will be made by the DA in SAMS and Profile Update Program Requests will be sent to the Bank on a daily basis.,

## **19 Service Request**

- 19.1 The Bank will provide the DA with the ability to submit technology service requests which will include status reporting and tracking functionality. Status reports and regular reviews will allow for information to be shared and tracked via an issues log, as required.

The Program Manager assigned by the Bank to the OW Payment Card will serve as the point of contact for service requests and the issues log.

## **20 Accessibility**

- 20.1 As of the Effective Date of this Statement of Work, Cardholder support services include accessible channels for people with disabilities as more particularly described below:

- Telephone Support (VRU/Call Centre) includes accessible features such as TTY support and relay service support to provide assistance via chat service.
- Consumer Website is conformant with the Web Content Accessibility Guidelines (WCAG) version 2.0, and is conformant with Level 1 and Level 2 of WCAG guidelines.

- 20.2 The Bank provides training to Bank employees whose duties involve interaction with the public or other third parties on how to interact and communicate with person with various types of disabilities.

CSRs are trained on handling a call with an interpreter in support of hearing impaired or speech challenged Cardholders.

- 20.3 Printed materials associated with RBC prepaid card products are not currently available in alternate formats such as audio or e-text options. However, the Cardholder Agreement will be available online via the Consumer Website.

- 20.4 Bank branches accommodate Cardholders with disabilities by providing barrier-free accessibility to Bank branches, including:

- Voice guidance enabled ATMs
- At least one dedicated wheelchair accessible ATM in each branch location that meets and exceeds the Canadian Standard Association (CSA) standards
- ATMs built to be barrier-free including lowered mounting heights; some are also equipped with Braille
- Audio ATMs
- Bank ATMs offer service in English and French
- Automated/accessible doors and vestibules

- Barrier-free ramps to vaults and service areas
- Barrier-free washrooms in every new branch
- Barrier-free safety deposit box booths in new branches
- Where available, at least one parking space reserved for customers with disabilities
- Lifts or elevators in new multi-level branches

20.5 Cardholders who are accompanied by a service animal may access all Bank premises that are normally accessible to clients.

Cardholders who are accompanied by a support person will have access to that support person while on the Bank's premises.

20.6 In the event of a planned or unexpected disruption in any facility or service used by Cardholders with disabilities, the Bank will place notices at all public entrances, service counters located on the Bank premises, and if appropriate, on Bank websites and outgoing telephone messages. The notice will include:

- information about the reason for the disruption
- the anticipated duration of the disruption
- a description of alternative facilities or services, if available.

20.7 Cardholders can direct their feedback through the Bank website at <http://www.rbc.com/accessibility/feedback.html>.

20.8 All information to the Cardholder will be available in English or in French. Cardholders must select their preferred language when using support channels. Cardholders may also change their preferred language if desired.

VRU calls originating from Quebec area codes will be answered in French with the option to select English. All other VRU calls will be answered in English with the option to select French. If the Cardholder is transferred from VRU to a CSR, their selected language will be spoken

The Consumer Website includes the ability to switch between English and French.

## **21 Future Proof Requirement**

21.1 The Bank will take the following measures on an ongoing basis to facilitate Card functionality upgrades and enhancements for the DA:

21.2 Notification of new functionality and/or updates to existing functionality will be provided to the DA as the functionality becomes available.

21.3 The DA will be informed in advance and will not incur costs for any automatic updates to existing functionality.

## **22. Warranties**

**22.1 Representations and Warranties of the Bank** – In addition to any representations and warranties of the Bank made under the Banking Agreement, the Bank makes the following representations

and warranties to the DA as of the date of execution of the Statement of Work and throughout the term of the Program, and acknowledges that the DA are relying upon them:

- i. there is no agreement with any other Person which would in any way limit or impair the Bank's ability to enter into the Statement of Work or perform its obligations under the Statement of Work;
- ii. the Bank has, or shall obtain, all the rights for it to grant all of the rights and licenses that it grants under the Statement of Work.

### **23 Service Levels**

#### **(a) Requirement to Meet or Exceed Service Levels**

The Bank shall meet or exceed the Service Levels specified in Schedule "A" of the Statement of Work.

#### **(b) Failure to Meet Service Levels**

Without limiting any rights or remedies of the DA under the Banking Agreement, the DA Agreement or this Statement of Work, at law or in equity, if the Bank fails to meet the Service Levels, the parties will follow the incident resolution and escalation process set out in Section III of Schedule "A".

### **24 Application of the Bank's AML Policy**

24.1 The Bank's AML Policy is not applicable to the OW Payment Card. The Bank does not perform any scanning or other screening with respect to Clients or Cardholders.

### **25 Program Fees**

The OW Payment Card pricing is located in Appendix 1.

### **26 Cardholder Fees**

The following fee schedule will apply to the Cardholders:

Type of Fee	Amount of Fee
Purchases – using Card to buy goods or pay for services.	No fee
Cardholder Support via Consumer Website.	No fee
Automated Telephone Cardholder Support (VRU).	No fee
Live Agent Cardholder Support (CSR).	No fee
Cash Withdrawal from an RBC Royal Bank® ATM – making cash withdrawals at Royal Bank ATMs.	Four no fee withdrawals per month. Additional withdrawals are \$2 each.

Cash Withdrawal from a non-RBC Royal Bank ATM – making cash withdrawals from a non-Royal Bank ATM in Canada.	\$2 per withdrawal. Convenience fee as set by ATM owner may apply.
Cash Withdrawal from an ATM Outside Canada – making cash withdrawals at any ATM outside Canada.	\$5 per withdrawal. Convenience fee as set by ATM owner may apply.
ATM Balance Inquiry Fee – checking balance at any RBC Royal Bank ATM.	Two no fee Card balance requests per month. Additional Card balance requests are \$0.50 each.
Replacement Card Fee – replacing Card, including if it is lost or stolen.	No fee.
Inactivity Fee – fee charged after 12 consecutive months of inactivity. The Card is considered inactive if there are no activities occurring in the card as described under Section 7.1 of this Statement of Work.	\$2.50 per month
Foreign Currency Conversion – Transactions in a foreign currency will be converted into Canadian dollars no later than the date Royal Bank posts the Transaction to the Card at an exchange rate that is 2.5% over a benchmark rate Royal Bank of Canada pays the payment card network that is in effect on the date of conversion.	

## 27 Implementation Plan

The OW Payment Card will be launched on a date to be mutually agreed upon by the Bank and the DA in writing.

*[Signature Page Follows]*

IN WITNESS WHEREOF the Parties have executed this Statement of Work as of the Effective Date stated above.

**ROYAL BANK OF CANADA**

Per \_\_\_\_\_  
Name:  
Title:

Per \_\_\_\_\_  
Name:  
Title:

**[SERVICE DELIVERY AGENT]**

Per \_\_\_\_\_  
Name:  
Title:

Per \_\_\_\_\_  
Name:  
Title:

## SCHEDULE A

### Service Levels

#### Introduction

This Schedule “A” outlines the Service Levels that the Bank is required to meet for delivering the Card Services.

This Schedule “A” includes the following components:

- I. Program Management Support Services
- II. Service Delivery Standards
- III. Incident Resolution and Escalation Process
- IV. Performance Review Team

Any changes required will be mutually agreed upon in writing by the Bank and the Ministry.

All times shown in this document are in Eastern Standard Time. The RBC Right Pay Program Holiday Schedule referred to in this Schedule “A” will be provided by the Bank to the DA every year, 90 days prior to the following calendar year.

If there is any conflict between the Service Levels and the Statement of Work, the Statement of Work will prevail.

#### I. PROGRAM MANAGEMENT SUPPORT SERVICES

This section describes the OW Payment Card management support services as set out in Section 14.2(b) of the DA Agreement, and the availability of such services.

Monthly reporting will not be provided to the DA for this section.

SERVICE DESCRIPTION & AVAILABILITY
------------------------------------

#### 1. Bank Program Management Services

Generic inbox: [rightpaysupport@rbc.com](mailto:rightpaysupport@rbc.com)

Hours: 8:00 am – 4:00 pm/during Business Days, excluding Bank holidays outlined in the RBC Right Pay Program Holiday Schedule

- The Bank will respond to email messages within two Business Days (not to be impeded by technical difficulties).
- The Bank Program Manager, listed in Section IV of this Schedule “A”, will return phone messages by the next Business Day.
- Escalations will be responded to as outlined in Section III of this Schedule “A”. The DA is to copy the Bank Program Manager directly on all escalated requests.

**2. Bank Technical Production Support**

The hours defined below exclude any Bank holidays outlined in the RBC Right Pay Program Holiday Schedule.

a. Technical issues related to Program Requests and Responses
RBC IT Production Support: Generic Inbox: <a href="mailto:RBCITPSCT@rbc.com">RBCITPSCT@rbc.com</a> (copy <a href="mailto:rightpaysupport@rbc.com">rightpaysupport@rbc.com</a> & <a href="mailto:resolctr@rbc.com">resolctr@rbc.com</a> ) Business Hours: 8:00 am - 4:00 pm/during Business Days
b. Other technical issues (i.e. PAT, PMA, Consumer Website, VRU, Authorizations, etc.)
Generic Inbox: <a href="mailto:rightpaysupport@rbc.com">rightpaysupport@rbc.com</a> (Program Management Service will triage issues appropriately) Availability: 8:00 am – 4:00 pm/during Business Days

**II. SERVICE DELIVERY STANDARDS**

This section outlines the Service Levels that the Bank is required to meet for delivering the following Card Services:

1. Technology solutions and Cardholder Access Channels
2. Cardholder support service
3. Card processing & Fulfillment
4. Program Request transmission and processing
5. Unloading and Return of Card Proceeds

The Bank will provide quarterly reports to the DA within 30 calendar days following the end of each quarter of the calendar year, with respect to attaining the Service Levels defined in this section.

**1. Technology Solutions and Cardholder Access Channels**

The following Service Levels shall apply seven days a week, 24 hours per day and are based on a calendar month.

SERVICE DESCRIPTION	CONDITIONS AND ACTIVITY	PERFORMANCE MEASUREMENT	RATING	REPORTING METHOD
1. PAT	PAT will be available to all authorized users	=>99 % of time	Meets	Via e-mail
		<99 % of time	Does not meet	
2. PMA	The PMA will be available to all authorized users	=>97% of time	Meets	
		<97% of time	Does not meet	
3.		=>99 % of time	Meets	Via e-mail

	Consumer Website	The Consumer Website will be available to Cardholders	<99 % of time	Does not meet	
4.	VRU	VRU will be available to Cardholders	=> 99 % of time	Meets	Via e-mail
			<99% of time	Does not meet	

### **Maintenance**

The Service Levels outlined in this section will not apply during scheduled or emergency maintenance downtime for the particular platform and/or system.

The Bank will notify the DA via e-mail of any scheduled maintenance that has direct impact on the Program. The Bank will make every effort to perform scheduled maintenance during off peak hours and to provide at least one week notice to the DA. The Bank will use best efforts to notify the DA in advance, of any emergency maintenance that has direct impact on the Program.

The e-mail notification will indicate the time, date, duration and impact of the scheduled or emergency maintenance to the OW Payment Card.

### **2. Cardholder Support Service**

The following Service Levels are measured on an aggregate level, and shall apply seven days a week, 24 hours per day and are based on a calendar month.

SERVICE DESCRIPTION	CONDITIONS AND ACTIVITY	PERFORMANCE MEASUREMENT	RATING	REPORTING METHOD
Call Centre	Responding to Cardholder calls	=>80% response within 20 seconds	Meets	Via e-mail
		<80% response within 20 seconds	Does not meet	
	Call abandon rate*	=>4% after 20 seconds	Meets	
		<4% after 20 seconds	Does not meet	

\*Call abandon rate is measured after a Cardholder is in queue to speak with a CSR and terminates the call before getting through.

### **3. Card processing and Fulfilment**

SERVICE DESCRIPTION	CONDITIONS AND ACTIVITY	SERVICE STANDARDS
1. New individual Card orders via the Card Order Program Request	From Card processing to Card dispatch to Canada Post	Day + 3-4 Business Days, excluding the Bank or Processor holidays outlined in the RBC Right Pay Program Holiday Schedule
2. Replacement of lost/stolen/damaged Cards by the Bank	From Card processing to Card dispatch to Canada Post	Day + 1-2 Business Days, excluding the Bank or Processor holidays outlined in the RBC Right Pay Program Holiday Schedule

3.	Reissue Card orders	From Card processing to Card dispatch to Canada Post  *Reissue Card orders will occur automatically based on the OW Payment Card configuration and the qualification conditions as set forth in the DA Agreement and Statement of Work.	Day + 1-2 Business days, excluding the Bank or Processor holidays outlined in the RBC Right Pay Program Holiday Schedule
4.	Card Package inventory orders for OW Offices	From Card Package inventory order processing to dispatch to Courier  *Card Package inventory orders will be processed and fulfilled as requests are submitted via PAT.	Day + 1-2 Business days, excluding the Bank or Processor holidays outlined in the RBC Right Pay Program Holiday Schedule

### Maximum Aggregate Volume

The Bank will process and dispatch up to a maximum rate of 2,000 cards per Business Day. The maximum aggregate volume of 2,000 will include new individual Card orders via the Card Order Program Request, replacement of lost/stolen/damaged Cards by the Bank and Card Package inventory orders across the ODSP and Ontario Works RPC programs.

Service standards will not apply for Card orders exceeding the maximum aggregate volume of 2,000.

## 4 Program Request Transmission and Processing

### a. Program Requests

The DA will send the Bank Program Requests, via SAMS, as set out in section 1.1.iii of Schedule 1 of the Contract at the following intervals:

- Instant Issuance – instantly register a Card issued in real time when the end-user sends instruction through SAMS
- Real time Card Load – every 15 minutes, from Monday to Friday excluding the Bank holidays outlined in the RBC Right Pay Program Holiday Schedule.
- Card Order – daily after 6:00 p.m., from Monday to Friday excluding the Bank holidays outlined in the RBC Right Pay Program Holiday Schedule.
- Profile update – daily after 8:00 p.m., from Monday to Friday excluding the Bank holidays outlined in the RBC Right Pay Program Holiday Schedule.
- Daily Card Load – daily after 8:00 p.m., from Monday to Friday excluding the Bank holidays outlined in the RBC Right Pay Program Holiday Schedule. Payments will be stored and available for recall in the PMA until 2:00pm on the payment due date.
- Monthly Card Load – after 8:00 p.m., 5 Business Days prior to the last Business Day of the month, as outlined in the RBC Right Pay Program Pay Schedule. Payments will be stored and available for recall in the PMA until 2:00pm on day prior to the payment due date.

The Bank will return instant and automatic responses to Program Requests.

b. Program Request Validation and Responses

The Bank will perform Program Request validation as each request is transmitted by the DA from SAMS.

The Bank will provide automatic responses in the format of the original Program Request received including detail on all record level successes and failures including failure reason codes.

Program Requests with errors will be rejected while requests without errors will be processed. The Bank will provide automatic responses to the DA via SAMS regarding the status of the Program Request, within the agreed upon timeframe and will include detail on all individual request failures including failure reason codes. The corrected errors will be resubmitted to the Bank via SAMS.

Program Requests sent by the DA that are free of errors will be sent by the Bank to the Processor for processing as set out in i, ii, iii, below.

- i. Instant Issuance, Real Time Card Loads, Card Order and Profile Update Program Requests will be processed by the Bank in real time.
- ii. Daily reload Program Requests will be processed on the payment due date established by the Ministry, within three (3) hours from the cut-off time for recalling records provided they are received by the daily cut-off time. Funds will be available to the Cardholders upon processing of the Reload Program Request.
- iii. Monthly reload Program Requests will be processed at 12:01 am on the payment due date established by the Ministry. Funds will be available to the Cardholders upon processing of the Reload Program Request.

Reload Program Requests received after the 2:00 pm cut-off time may be processed on the same day on a best efforts basis by the Bank. Any Program Requests received on a Bank holiday outlined in the RBC Right Program Holiday Schedule will be processed by the following Business Day.

c. Program Request Responses

The Bank will return a response to Program Requests as set out in section 1.1.v of Schedule 1 of the Ministry Contract for each successful request as they are processed.

d. Recalling Records

The DA will have the ability to recall records within the Reload Program Requests up to 2:00 pm on the payment due date for Daily Card Loads and up to 2:00 pm on the day prior to the payment due date for Monthly Card Loads.

5. **Unloading and Return of Card Proceeds**

The DA will have the ability to unload Card proceeds via PAT. The Bank will credit the DA's designated

bank account with the unloaded Card Proceeds within three (3) Business Days.

**III INCIDENT RESOLUTION AND ESCALATION PROCESS**

The Bank will assign, work, track report on and resolve all incidents based upon the severity level as described below. Attention/updates to an incident will be governed by the severity assigned to that incident. Severities are defined as follows:

SEVERITY	DESCRIPTION	NOTIFICATION	RESOLUTION	STATUS UPDATE
<p><b>Severity 1 – Critical:</b> Actual or potential impact on the Card Services is severe and requires immediate attention and resolution.</p>	<p>A major condition has occurred causing Card Services and features to be unavailable to the DA or to a majority of Cardholders.</p> <p>There is an immediate direct impact to the DA or to Cardholders that is clearly not an isolated instance.</p> <p><u>Examples:</u></p> <ul style="list-style-type: none"> <li>• Consumer Website, VRU or Call Center are unavailable to Cardholders.</li> <li>• PAT or PMA are unavailable to authorized users.</li> <li>• Program Requests transmission or communication issues.</li> <li>• Cards cannot be issued, receive Loads or perform Transactions.</li> </ul>	<p>Within 60 minutes from when the Bank’s Production Support team is made aware of issue.</p>	<p>Continuous attention until resolved.</p>	<p>Hourly from initial notification up to and including:</p> <ul style="list-style-type: none"> <li>• notification of resolution, or</li> <li>• notification that a resolution has been identified which will include the timeline for resolution.</li> </ul>

<p><b>Severity 2 – Moderate:</b> Actual or potential impact on Card Services is moderate.</p>	<p>I. A condition has occurred causing Card Services and features to be intermittently unavailable or degraded to the DA or to a majority of Cardholders.</p> <p>II. A major condition has occurred causing Card Services and features to</p>	<p>Within two (2) hours from when the Bank’s Production Support team is made aware of issue.</p>	<p>Resolved or identified resolution within 24 hours.</p>	<p>Every two (2) hours from initial notification up to and including:</p> <ul style="list-style-type: none"> <li>• notification of resolution, or</li> <li>• notification that a resolution has</li> </ul>
	<p>be unavailable to an isolated number of Cardholders.</p> <p>There is a direct, recurring impact to the DA or to Cardholders. <u>Examples:</u></p> <ul style="list-style-type: none"> <li>• Consumer Website, Call Center or VRU responses are noticeably degraded or intermittently unavailable to a majority of Cardholders.</li> <li>• PAT or PMA are noticeably degraded or intermittently unavailable to a majority of authorized users.</li> <li>• Non-PAT Program reporting is late or inaccurate.</li> <li>• Posting of Transactions or fees to Cardholders accounts are delayed or latency is present.</li> <li>• Card Issuance, Loads or Transactions are encountering</li> </ul>			<p>been identified which will include the timeline for resolution.</p>

<p><b>Severity 3 - Minor:</b> Actual or potential impact on Card Services is minimal.</p>	<p>A condition has occurred causing Card Services and features to be intermittently unavailable or degraded for the DA or an isolated number of Cardholders.</p> <p>There is an isolated impact to the DA or to Cardholders.</p> <p>Examples:</p>	<p>Within the calendar day the Bank's Production Support team is made aware of the issue.</p>	<p>Resolved or identified resolution within 30 calendar days.</p>	<p>Weekly from initial notification up to and including:</p> <ul style="list-style-type: none"> <li>• notification of resolution, or</li> <li>• notification that a resolution has been</li> </ul>
	<ul style="list-style-type: none"> <li>• Consumer Website, Call Center or VRU responses are noticeably degraded or intermittently unavailable for an isolated number of Cardholders.</li> <li>• PAT or PMA are noticeably degraded or intermittently unavailable for an isolated number of authorized users.</li> </ul>			<p>identified which will include the timeline for resolution.</p>

**Escalation Process**

The Bank and the DA each shall have the right to replace the individuals on the following list at their sole discretion. Any such change shall be communicated between the Program Managers via e-mail immediately.

	<b>DA CONTACTS</b>	<b>BANK CONTACTS</b>
<b>Final Escalation</b> – Always used for Severity Level 1 issues.		<p>1<sup>st</sup>: <a href="mailto:Rightpaysupport@rbc.com">Rightpaysupport@rbc.com</a>                      CC Bank Program Manager: Amelia Harker – Manager, Supplier Projects and Partnerships                      Amelia.Harker@rbc.com                      Office: 416-313-5205</p> <p>2<sup>nd</sup>: Simon Hawkins – Sr Manager, Supplier Projects &amp; Partnerships                      simon.hawkins@rbc.com                      Office: 416.974.3741                      Cell : 416-706-4803</p> <p>3<sup>rd</sup>: Eusebius D’Souza – Senior Director - P&amp;CB Supplier Management Shared Services                      Eusebius.dsouza@rbc.com                      Office: 416-348-6796                      Cell: 416-473-6064</p>
<b>Second Escalation</b>		<p>1<sup>st</sup>: <a href="mailto:Rightpaysupport@rbc.com">Rightpaysupport@rbc.com</a>                      CC Bank Program Manager: Amelia Harker – Supplier Manager, Prepaid Cards BAU                      Amelia.Harker@rbc.com                      Office: 416-313-7101</p> <p>2<sup>nd</sup>: Simon Hawkins – Sr Manager, Supplier Projects &amp; Partnerships                      simon.hawkins@rbc.com                      Office: 416.974.3741                      Cell : 416-706-4803</p>
<b>First Escalation</b>		<p><a href="mailto:Rightpaysupport@rbc.com">Rightpaysupport@rbc.com</a>                      CC Bank Program Manager: Amelia Harker – Supplier Manager, Prepaid Cards BAU                      Amelia.Harker@rbc.com                      Office: 416-313-7101</p>

#### IV PERFORMANCE REVIEW TEAM

The Bank and the DA agreed on the following Performance Review Team for purposes set out in Section 14.2 (c) of the DA Agreement including the review of the Service Levels.

The Parties each shall have the right to replace the individuals on the following list at their sole discretion. Any such change shall be communicated between the Program Managers via e-mail.

##### Delivery Agent:

Name	Title	Contact Details

##### The Bank:

Leah Napier	Vice President Retail Card Products	Leah.napier@rbc.com
Sam Paulos	Director, Prepaid Solutions	Work 416.974.2787 Cell 416.885.3698
Eusebius D'Souza	Director - P&CB Supplier Management Shared Services	416-348-6796
Simon Hawkins	Sr Manager, Supplier Projects & Partnerships	416.974.3741
Amelia Harker	Supplier/Program Manager, Prepaid Cards BAU	416.313.7101
Nick Andricciola	Assistant Manager-Supplier Ops/Support	416.974. 3579

Review of the Bank's performance of Card Services as measured in Service Levels reports will form part of the meeting schedule between Program Managers.

**Appendix 1**  
Card Program Pricing and Limits

Program Fees

The following per Card pricing will apply to DA who participate in the Program:

Ontario Works Reloadable Card Program	Cost
<ul style="list-style-type: none"> <li>▪ Prepaid VISA card with Chip &amp; PIN</li> <li>▪ Reloadable and with ATM cash access</li> <li>▪ Single Card design with four different colour schemes currently in use by the Ministry</li> <li>▪ Card package</li> <li>▪ Card Fulfillment by Canada Post to Cardholders</li> <li>▪ Card Fulfillment via courier to participating DA</li> <li>▪ Initial Card Loads</li> <li>▪ Card reissuance for active* Cardholders at current card expiration</li> <li>▪ Card Program administration services and support</li> <li>▪ Cardholder support charges (VRU and CSR)</li> <li>▪ Program fraud losses (excluding internal fraud)</li> <li>▪ Negative Card balances that the Bank cannot clear</li> <li>▪ Text message and/or email alert service</li> </ul>	\$16.00 per card
<ul style="list-style-type: none"> <li>▪ Fee charged each month for each active card where there is a reload, regardless of the number of reloads in that month</li> </ul>	\$2.00 per card/per month
<ul style="list-style-type: none"> <li>▪ Fee for each replacement card via any available channel</li> </ul>	\$5.00 each

\*A Card is considered "active" if there are ongoing activities occurring on the card. The following are considered Card activities:

- Loads and Reloads
- Purchases
- Cash withdrawals
- Balance enquiries
- Consumer Website login
- VRU login
- PIN changes or attempts
- Calls to Cardholder support where the cardholder is successfully authenticated

i. The Bank will invoice the DA and the DA will pay the Bank.

Bill No. 95  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_

A by-law to approve an Amending Agreement between The Corporation of the City of London and Assetic Canada Holdings Inc. to provide for the ongoing license and support fees for the Corporate Asset Management Computer System.

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

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

AND WHEREAS Municipal Council of The Corporation of the City of London considers it to be in the interests of the municipality to enter into an Amending Agreement with Assetic Canada Holdings Inc. to continue to use the Corporate Asset Management Computer System and to address the license and support fees for Years 4-6 (2020-2022);

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

1. The Amending Agreement attached as Appendix "A" to this by-law between The Corporation of the City of London and Assetic Canada Holdings Inc. to amend the agreement entered into with Assetic Canada Holdings Inc. on December 1, 2016 (the "Original Agreement") is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Amending Agreement authorized and approved in section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

**Appendix "A"**

**AMENDING AGREEMENT**

This agreement made the    day of                    , 2020.

B E T W E E N:

**THE CORPORATION OF THE CITY OF LONDON (the "Corporation")**

**- and -**

**ASSETIC CANADA HOLDINGS INC. ("Assetic Canada")**

**WHEREAS** The Corporation of the City of London and Assetic Canada Holdings Inc. (the "parties") entered into an Agreement commencing December 1, 2016 for the acquisition and implementation of a Corporate Asset Management Software Computer System (the "Original Agreement");

**AND WHEREAS** the Original Agreement did not address licensing fees for years 2020-2022 and the parties wish to enter into an Amending Agreement to provide for annual ongoing license and support fees for years 2020-2022;

**AND WHEREAS** the parties wish to provide for a termination date of December 31, 2022 for the Original Agreement by executing an Amending Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements, and subject to the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1        The Original Agreement (attached as Schedule 1) shall be continued upon the same terms and conditions as therein set out, except as specifically varied in this Amending Agreement.

2        Assetic Canada Holdings Inc. ("Assetic Canada") acknowledges and agrees that it is the party referred to as Assetic Canada in the Original Agreement and is bound by same.

3        The Corporation will pay Assetic Canada an annual ongoing license and support fee of \$113,500 for the next three years. For greater clarity, the total fees the Corporation will pay to Assetic Canada for ongoing license and support from 2020-2022 will be \$340,500. The parties therefore agree to delete Schedule B of the Original Agreement and replace it with Schedule B (attached as Schedule 2).

4        This Amending Agreement and the Original Agreement (the "Agreement") together constitute the entire agreement between the parties.

5        The Agreement shall terminate on December 31, 2022.

6        The Agreement may be renewed at the sole discretion of the Corporation upon review of the proposed license and support fees for future years, which shall be submitted to the Corporation no later than July 1, 2022.

7        This Amending Agreement shall enure and be binding upon the parties and their respective successors and assigns.

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

**IN WITNESS WHEREOF** the parties have duly executed and delivered this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE CITY OF LONDON**

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**Ed Holder,  
Mayor**

---

**Catharine Saunders,  
City Clerk**

**Assetic Canada Holdings Inc.**

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**Ben Moller  
Channel Manager  
I have authority to bind the corporation.**

**"SCHEDULE 1"**

**THIS AGREEMENT** made this <sup>22<sup>nd</sup></sup> December , 2016.

**- BETWEEN -**

**THE CORPORATION OF THE CITY OF LONDON**

300 Dufferin Ave, P.O. Box 5035  
London, Ontario, Canada  
N6A 4L9

Hereinafter called the "City" (of the first part)

**- AND -**

**ASSETIC CANADA**  
111 Richmond St. W., Suite 500  
Toronto, Ontario Canada  
M5H 2G4

Hereinafter called the "Consultant" (of the second part)

**WHEREAS** in 2015, the City issued Request for Proposal (RFP) #14-72 for **Asset Management Software** in addition to **Addendum # 1 through to 5** (the "RFP");

**AND WHEREAS** on August 14, 2015 the Consultant submitted a bid in response to the RFP (the "Bid");

**AND WHEREAS** the City wishes to enter into an agreement with the Consultant for the services, as more particularly described in

Schedule A – Statement of Work

Schedule B –RFP Response and Bid, Updated Cost Proposal

attached hereto as Schedule "A" and Schedule "B" and forming part of this Agreement (the "Services"). In the event of any conflict between the terms of this Agreement and the terms of the Schedules, priority shall be given to the documents in the following order:

This Agreement

Schedule A

Schedule B

**NOW THEREFORE THIS AGREEMENT WITNESSED** the parties hereto agree with each other as follows:

1. The Consultant shall provide the Services pursuant to all the terms and specifications set out in Schedule "A" and Schedule "B".
2. The term of this Agreement shall commence December 1, 2016.
3. The City shall pay the Consultant for Services as provided for herein.
4. If either party, acting reasonably, determines that the other party has failed to perform its obligations pursuant to this Agreement, then such party may terminate this Agreement upon giving at least thirty (30) days' written notice to the other party.

This Agreement together with its schedule constitutes the entire understanding between the parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, by both parties.

This Agreement shall not be assigned, in whole or in part, by either party hereto (except as identified in Schedule A) without the prior written consent of the other party. This Agreement, all its covenants, promises and conditions shall ensure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

### **Other Terms & Conditions**

#### **Timely and Accurate Information**

The City agrees to use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete. The City agrees to notify us if it subsequently learns that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

#### **Changes to Service**

Either party may request changes to the Services. The parties shall work with the City co-operatively to consider and, if appropriate, to vary any aspect of the engagement, subject to payment of reasonable additional fees and a reasonable additional period to provide any additional Services. Any variation to the Contract, including any variation to fees, services or time for performance of the Services, shall be set forth in separate documentation which shall form part of the Contract and to which these Terms and Conditions shall apply.

#### **Reliance on Drafts**

The City acknowledges that draft reports or advice, whether oral or written, issued by the Consultant may be subject to further work, revisions and other factors which may mean that such drafts are substantially different from any final report or advice issued.

## Payment Terms

The Consultant's policy is to bill monthly for milestones completed (see table below) during the previous month, with payment net thirty days. The consultant reserves the right to charge interest at the rate of 1% per month for payment of any invoices not received within 30 days of billing.

Milestone / Stage	Payment	%
Upfront	\$25,860	30
1 Planning and Discovery		
2 Assetic Deployment and Installation (Assets, Assessments and Accounting)		
3 Data Import & Validation	\$17,240	20
4 Assetic Modelling & Setup		
5 Reporting and Results	\$17,240	20
6 Assetic Deployment and Installation (Predictor)		
7 Testing	\$8,620	10
8 Training	\$8,620	10
9 Post Implementation	\$8,620	10

## Limitation of Liability

The Consultant's entire liability to the City under this engagement for damages from any cause whatsoever shall not exceed the aggregate of the amounts paid by the City pursuant to this Contract Proposal.

## Insurance

The Consultant shall, at its own expense, obtain and maintain until the termination of this Agreement and provide the Corporation with satisfactory evidence of:

(a) Commercial general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000.) Dollars and shall include the City as an additional insured with respect to all of the Consultant's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, contractual liability, owners' and contractors' protective, contingent employers liability, cross liability and severability of interest clauses;

(b) Automobile liability insurance for an amount not less than Two Million (\$2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement and;

c) Professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than Two Million (\$2,000,000.) dollars and shall continue for twelve (12) months following termination of the Agreement.

(d) Data liability/Network Security coverage, underwritten by an insurer licensed to conduct business in the Province of Ontario and in an amount not less than One Million (\$1,000,000.) dollars. Coverage is to respond to but not be limited to the following occurrences:

Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.

Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within the Contractor's computer network or other third party computer information systems and will further include expenses related to third party computer forensics.

Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

The coverage under the policy shall be maintained continuously during the term of this Agreement and for an additional (two) years after the termination or expiration of the Agreement. If coverage is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Customer. The Customer has the right to request an Extended Reporting Endorsement by purchased by the Contractor at the Contractor's sole expense. The term of the Extended Reporting Endorsement will be decided by the Customer and Contractor.

(e) The policies shown in (a), (b) and (c) above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

(f) The Consultant shall not commence work until satisfactory evidence of insurance has been filed with and approved by the City. Evidence of insurance shall be filed on the City forms .0788 and .0888 as appropriate for each type of insurance shown in (a), (b) and (c), above. Prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Consultant shall further provide that evidence of the continuation of

said insurance is filed at each policy renewal date for the duration of the contract Agreement.

(g) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonable require from time to time; failure to procure and maintain said insurance shall constitute a default under this Agreement. If the Client requests to have the amount of coverage increased or to obtain other special insurance for the Consultant's obligations under this Agreement, then the Consultant shall promptly endeavour to obtain such increased or special insurance at the City's expense as a disbursement allowed under the payment terms of this agreement.

### **Publication**

The Consultant agrees to obtain the consent in writing of the City before publishing or issuing any information regarding the Project.

### **Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by it, or disclosed by the City in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the City's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the City. This Agreement is subject to all applicable Canadian privacy laws including the Municipal Freedom of Information and Protection of Privacy Act.

### **Resolving Disputes**

If any dispute arises, we will attempt to resolve the dispute in good faith by senior level negotiations. Where both of us agree that it may be beneficial, we will seek to resolve the dispute through alternative dispute resolution.

### **Enurement**

The Agreement shall be for the benefit of and be binding upon the parties and their respective successors and assignes.

### **Confirmation of Terms of Engagement**

Having read the above Proposal of Contract dated DEC 2016, the parties agree to acceptance of this proposal and to engage the Consultants upon the terms set out therein. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario, Canada.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement.

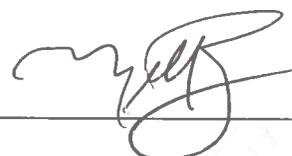
**ASSETIC CANADA**

  
\_\_\_\_\_  
Signature:

Name: Brad Campbell  
Position: General Manager

I have authority to bind the Corporation.

**THE CORPORATION OF THE CITY OF LONDON**

  
\_\_\_\_\_  
Signature:

Name: Matt Brown  
Position: Mayor

  
\_\_\_\_\_  
Signature: Catharine Saunders, City Clerk

Name: ~~Cathy Saunders~~  
Position: ~~City Clerk~~

we have authority to bind the Corporation.

Schedule A – Statement of Work

Schedule B –RFP Response and Bid, Updated Cost Proposal

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE: Dec 19/16	
APPROVED AS TO FORM ONLY	

**Schedule A**

**Statement of Work**  
**City of London**  
**CAM Software Project**

Date: April 6, 2016

Prepared by: Lois Burgess, Khaled Shahata and Jason Davies



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## Document Purpose

The purpose of the Statement of Work (SOW) is to define the project-specific activities, deliverables and their respective timelines, to support service agreements pertaining to the purchase and implementation of asset management software, including the following:

- ▶ the project objectives and outcomes, benefits and scope; and
- ▶ the project deliverables, schedule and milestones, and estimated costs

## 1.0 Project Summary

<b>Name</b>	Corporate Asset Management Software System
<b>Description</b>	Purchase and implementation of an asset management software solution.
<b>Sponsor</b>	Anna Lisa Barbon
<b>Project Manager</b>	Lois Burgess, P.Eng, Division Manager, Corporate Asset Management City of London
<b>Project Team Resources</b>	Jason Davies, CPA, CMA, Asset Management Specialist, City of London Khaled Shahata, P.Eng, PhD, Asset Management Specialist, City of London Julia Ponce, Manager II, Information Technology Services, City of London
<b>Assetic</b>	Brad Campbell

## 2.0 Project Objectives, Outcomes, Benefits

Acquisition and implementation of an asset management software system will support the following objectives:

- Provide an asset data repository for the City's physical assets (as outlined in section 3.0 Project Scope).
- Support the implementation of standardized asset management practices, specifically:
  - Asset Valuation
  - Asset Condition tracking and forecasting
  - Level of Service management
  - Risk management
  - Life cycle costing
  - Project prioritization and selection (between and across service areas), and
  - Long term capital planning
  - PSAB 3150 Reporting
- Integrate, where necessary, with existing City systems (e.g. ESRI ArcGIS, SharePoint, J.D. Edwards, GIS, CMMS, Road Matrix, etc.) to ensure that the City's asset data is current, accurate, and complete.
- Provide a user friendly solution that supports data capture, analysis and transmission of asset information and reports across the corporation.
- Educate and train City staff to use the system in support of future implementation needs of the Corporate Asset Management program.

- Assess and implement where possible, support for the City's PSAB 3150 reporting requirements.
- Minimize impact and reliance on the City's Information Technology staff.

## 3.0 Project scope

### 3.1 Project Scope Includes

#### 1. Project Planning and Discovery

The software provider (Assetic) will manage the software implementation process and carry out the necessary coordination with its staff and sub-proponents, and with City staff. It will be the responsibility of Assetic to ensure the overall project is technically sound, will perform as intended, meets the City's requirements and expectations, and is carried out on schedule and within budget.

Assetic is expected to include detailed information on the resources expected to be provided by the City for the implementation of the software. Although no additional equipment requirements are anticipated, should any needs arise, Assetic will provide explicit information on the additional new hardware required to utilize the software. Conventional City resources exist, but are not unlimited.

#### 2. The supply of software and licensing for the asset management software

Assetic will supply currently equivalent or better software based on the RFP 14-72 response and supporting documents. AsseticAssets and AsseticAccounting will be provided as a web hosted solution (unlimited users) while AsseticPredictor will initially be provided via desktop application (limited to 15 units) transitioning to a web hosted solution for unlimited use when the web-hosted product becomes available. Assetic will be responsible for the original installation and any transitions from temporary use to the final web hosted products. If AsseticPredictor is not available in a web hosted format by the end of 2016, the number of desktop users may be increased to 50 users.

#### 3. Services to setup and configure the software as per the City's requirements, including custom dashboards where required

The following asset classes owned and / or managed by the City of London are included in the scope of this project:

- Parks and Recreation
  - Parks, Park Amenities & Use Areas, Pathways, Park Facilities, Golf, Stadium
  - Recreation Facilities (Aquatics, Arenas, Community & Senior Centres, Attraction)

- Transportation
  - Roads and Bridges
  - Urban Forestry
  - Traffic
  - Parking

The City of London has many datasets and sources. The City intends to initially populate the Assetic system with Transportation and Parks & Recreation service area data. Additionally, where practical, the population of data in Assetic will include datasets other than the Transportation and Parks & Recreation service areas. For example, all facilities data can be captured in Assetic at the same time recreation facilities data is imported/uploaded from the City's VFA software. Both service areas also have Fleet assets that reside in the J. D. Edwards database and all Fleet asset may be rolled into Assetic in a single event. In the initial stages of the project, completion of each stage will be determined based on meeting the goals for the Transportation and Parks & Recreation service areas. The bulk of the software configuration is expected to occur with the start-up of these service areas.

Although the initial utilization of the Assetic system is for the Transportation and Parks & Recreation service areas, the software must allow for expanded use to all City of London service areas in the future. Tools and templates for all service areas are to be provided as needed or earlier if expeditious to do so. Assetic involvement in future populating activities should be reduced with the City able to undertake the population of the data with minimal assistance once the system is configured and operational for the Transportation and Parks & Recreation service areas.

Appendix-A of RFP 14-72 Corporate Asset Management Software System outlines functional and technical requirements sought in the procurement of a software solution. The requirements have been prioritized into core, highly desired and desired. The initial configuration of the system will seek to fulfill these requirements as best as possible.

**4. Ongoing maintenance and support for the software solution**

Assetic will provide ongoing maintenance and support per the RFP 14-72 proposal and any relevant agreements.

**5. Training of City staff in the use of the software**

The implementation of the recommendations provided through this project will allow the practices to then be distributed for other asset classes and organizations related to the City. Assetic will produce a training schedule and general suggestions regarding number of trainees and desired skill sets. Assetic will provide training per the RFP and agreements; for the project and recommendations for on-line training into the future.

#### 6. Software hosting services

Assetic will provide ongoing maintenance and support per the RFP 14-72 proposal.

### 3.2 Project Scope Excludes

The project generally excludes all the remaining City asset classes including those under the control of others, such as the following:

- Corporate Facilities
- Fire
- Fleet
- Information Technology
- Joint Water Board
- Land
- Long Term Care
- Pollution Control Operations
- Solid Waste
- Waste Water (sanitary)
- Waste Water (storm)
- Water
- London Block Parent Program
- London Convention Centre
- London Economic Dev. Corp.
- London Hydro
- London Police Service
- London Public Library
- London Transit
- London Venture Group
- Middlesex-London Health Unit
- Museum London
- Neighborhood Watch London
- Tourism London
- Upper Thames Rivers Con. Auth. and others
- Western Fair Assoc.

The scope of this project does not include the full future expansion to the excluded asset classes. However it is expected that the City may commence population of data from other areas and will seek advice from Assetic as the need arises. It is also expected that there will be discussion surrounding the expansion and the provision of advice, implementation services and possibly recommendations as the project progresses. Any 'off the shelf' tools and templates relevant to all City of London service areas are to be made available on demand. The expectation is that the City will be able, with relative independence, progress the use of Assetic across the corporation once this project is complete.

This project excludes the installation and configuration of AsseticBenchmark, AsseticMaintenance, AsseticAssessment and AsseticMobility. AsseticBenchmark,

AsseticAssessment and AsseticMobility will be discussed for future expansion. Assetic is responsible to ensure that the modules implemented under any agreement regarding this project efficiently meet the goals of the project.

## 4.0 Project Activities & Deliverables

After the completion of the 'Project Planning and Discovery', section, the City of London will be provided with an implementation strategy for the Assetic system that will identify appropriate and reasonable Asset Management software practices coupled with the identification of resource requirements to implement and sustain these practices.

The project will be considered successful by the degree to which the City of London's key deliverables are met.

To ensure the project meets its objectives, the project is divided into units. Each unit is described through a scope of work (activities) and the unit deliverables (i.e. the measurable criteria which will be used to determine if the objective has been met.).

### 1. Planning and Discovery

*Scope of Work / Activities*

- Identify Assetic implementation needs including data collection, equipment, staffing, etc.
- Review and clarify GIS interface needs.
- Consolidate findings and prepare a project plan

*Deliverables*

- Detailed project plan.

### 2. Assetic Deployment and Installation

*Scope of Work / Activities*

- Install and configure Assetic modules
- Setup development & Production environment.

*Deliverables*

- Access to hosted AsseticAssets, Assetic Accounting module
- Locally installed Assetic Predictor modules

### 3. Data Import & Validation

*Scope of Work / Activities*

- Connecting Assetic database with City inventory database/system
- Collecting available data
- Setup Assetic Interfaces (e.g. GIS)

*Deliverables*

- Populated and validated AsseticAssets, Assetic Accounting and Assetic Predictor modules for Transportation and Parks & Recreation service areas

**4. Assetic Modelling & Setup**

*Scope of Work / Activities*

- Identify Modelling parameters and needs
  - Workshops with Asset Category champion to develop the in house modelling science
  - Development of Asset Management Frameworks for the purpose of documenting the modelling input parameters and science
- Modelling setup and implementation for:
  - Asset characteristic modelling
  - Asset condition rating & forecasting modelling (deterioration models)
  - Asset level of service modelling
  - Asset intervention modelling
  - Asset risk management modelling
  - Asset financial estimates and predictions modelling
  - Decision making & prioritization modelling
  - Life cycle management modelling

*Deliverables*

- System output requirements are shown in Table 1.
- Templates and tools relevant to the City’s efforts to expand use of the Assetic modules to other service areas.

**5. Reporting and Results**

*Scope of Work / Activities*

- Data characteristic reporting
- Reports configuration
- Custom reporting
- Results analysis

*Deliverables*

- System output requirements are shown in Table 1.

**6. Assetic Deployment and Installation**

*Scope of Work / Activities*

- Production environment to go live
- Development environment to remain for
  - Testing (integrations, etc.)
  - Training

*Deliverables*

- Go live with line in sand Production environment

**7. Testing**

*Scope of Work / Activities*

- Test in development environment
- Test in production environment

*Deliverables*

- Validated operation in all environments.

**8. Training**

*Scope of Work / Activities*

- User training: AsseticAssets, Assetic Accounting & Assetic Predictor
- Power user training
- System training
- Train the trainer / system custodian

*Deliverables*

- Training plan
- City staff trained in the use and operation of all Assetic modules

**9. Post Implementation**

*Scope of Work / Activities*

- Model adjustments, support and routine maintenance.
- Establish Asset Updates procedures including Disposals and Additions
- Integration workshops with relevant stakeholders to determine what integration functions may be required to 3<sup>rd</sup> party systems.
- Support for expansion to other service areas per RFP 14-72

*Deliverables*

- Ongoing maintenance and support per service agreement.

**Table 1 Summarized system output requirements**

	Report Name	Report Description
<b>R1</b>	Asset Inventory	Reports for asset inventory for all asset types and sub-types
<b>R2</b>	Overall Asset Condition Grades	Reports for existing condition grades on a (1-5) scale for all asset types and sub-asset types
<b>R3</b>	Detailed Asset Condition Grade	Report showing existing condition grade for any asset type based on the used condition grading scheme for that asset type.

	Report Name	Report Description
R4	Asset Valuation	Replacement cost and whole life cycle cost reports based on current reporting date for all asset types and subtypes
R5	Funding Gap Reports	Summary of annual forecasts of discrepancy between planned and required expenditures to maintain system at an acceptable level
R6	Asset Risk Assessment Report	Evaluation of overall existing asset risk score
R7	TCA Reporting	Annual report for all TCA showing depreciation, additions, disposals, betterments and WIP at historical costs
R8	Asset LOS Reports	Report showing existing and historical LOS for any asset type/subtype. Indicators can be reported at the corporate, customer and technical levels
R9	OMBI reporting (KPI)	Considered a specific sub-set of the LOS report. KPIs focusing on this reported as part of the OMBI initiative
R10	Condition Forecasting Reports	Report showing future expected condition for any asset type based on the used condition grading scheme (1-5), 0-100, etc....
R11	Asset Capacity Report	Ability to track actual versus design capacity/use
R12	Capital Project Listings -Multiple Budgets	Report showing listing of all capital projects put forward by service areas
R13	Capital Project Listing - Business Case Evaluation	Report linking capital projects to individual business cases for each project
R14	Asset intervention (reports) (selection tool) multiple reports/analysis	Comparison of cost/benefit of various intervention options at the asset-level, multi criteria analysis, maintenance history and projection, etc.
R15	Lifecycle Costing Report for New or Existing Infrastructure	Report to calculate lifecycle costs (O&M) and asset renewal for any new infrastructure that will be acquired by the City from developer contributions or any existing infrastructure asset
R16	Prioritized Capital Project Listing - Within Service Areas	Report showing a prioritized listing of capital projects based on various decision criteria within a particular service area

Report Name		Report Description
R17	Prioritized Capital Project Listing - Between Service Areas	Report showing a prioritized listing of capital projects based on various decision criteria among any number of selected service areas
R18	Risk Forecasting Report	Report showing forecasts of overall risk exposure based on various investment scenarios
R19	LOS Forecasting	Report showing forecasts of some LOS indicators based on various investment scenarios
R20	What if scenario simulator	Ability to forecast the impact of various capital projects on risk and LOS
R21	Reporting Custom user generated report	One time reports used to research any area of interest to any user
R22	Capital delivery tracking report	Report to track actual versus planned capital dollars to evaluate the effectiveness of the capital delivery function

## 5.0 Project Schedule & Milestones

This section identifies the preliminary project schedule and significant points or events in the project (such as the phases, stages, and approval of a deliverable, resource names)

\*\*please see the Ms project file “Indicative Project Plan City of London”

## 6.0 Glossary and Acronyms

### Glossary<sup>1</sup>

#### **Asset**

A physical component of a facility which has value, enables services to be provided and has an economic life of greater than 12 months.

#### **Asset Management**

The combination of management, financial, economic, engineering and other practices applied to physical assets with the objective of providing the required level of service in the most cost-effective manner.

#### **Disposal**

Activities necessary to dispose of decommissioned assets.

#### **Gap**

The term used for long term planning of revenues versus expense. Also used for infrastructure needs versus availability. A prediction of future need. Also used for an absence of data or information.

#### **Key Performance Indicators (KPI)**

A qualitative or quantitative measure of a service or activity used to compare actual performance against standard or other target. Performance indicators commonly relate to statutory limits, safety, responsiveness, cost comfort, asset performance, reliability, efficiency, environmental protection and customer satisfaction.

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<sup>1</sup> *International Infrastructure Management Manual (IIMM)*. & Ontario Ministry of Municipal Affairs and Housing ([www.mah.gov.on.ca](http://www.mah.gov.on.ca))

### **Level of Service (LOS)**

The defined service quality of a particular activity (i.e. pavement surface condition) or service area (i.e. street lighting) against which service performance may be measured. Service levels usually relate to quality, quantity, reliability, responsiveness, environmental acceptability and cost.

### **Lifecycle**

The cycle of activities that an asset (or facility) goes through while it retains an identity as a particular asset i.e. from planning and design through useful life to decommissioning or disposal.

### **Lifecycle Costing**

The total cost of an asset throughout its life including, planning, design, construction, acquisition, operations, maintenance, rehabilitation and disposal costs.

### **PSAB-Public Sector Accounting Board<sup>2</sup>**

The Public Sector Accounting Board (PSAB) comprises senior government executives and experts in government financial reporting. PSAB serves the public interest by setting standards and providing guidance for financial and other performance information reported by the public sector.

### **PSAB 3150**

In June 2006, PSAB approved PS3150, which requires municipalities to report Tangible Capital Assets (TCA) on their Statement of Financial Position (i.e. balance sheet) effective January 1, 2009. It also requires a new format for municipal financial statements and requires that tangible capital assets be amortized on the Statement of Operations (i.e. income statement). All municipalities across Canada must comply.

### **Renewal**

Works to upgrade refurbish or replace existing facilities with facilities of equivalent capacity or performance capability.

### **Replacement**

---

<sup>2</sup> PSAB Manual *Who we are and what we do*

The complete replacement of an asset that has reached the end of its life, so as to provide a similar or argued alternative, level of service.

**Replacement cost**

The complete replacement cost of an asset with a substantially identical new asset.

**Risk Management**

The application of a formal process to the range of possible values relating to key factors associated with a risk in order to determine the resultant ranges of outcomes and their probability of occurrence.

**Useful Life**

May be expressed as either:

- a) The period over which a depreciable asset is expected to be used or
- b) B) The number or production or similar units (i.e. intervals, cycles) that is expected to be obtained from an asset.

**Acronyms**

**CAM-** Corporate Asset Management

**EOI-** Expression of Interest

**KPI-** Key Performance Indicators

**LOS-**Levels of Service

**PSAB-**Public Sector Accounting Board

**QA/QC-**Quality Assurance/Quality Control

**RFP-** Request for Proposal

**TCA-** Tangible Capital Assets

---

**Schedule B**  
**RFP Response and Bid,**  
**Updated Cost Proposal**

# Request for Proposal 14-72: Corporate Asset Management Software System

Contact:

Brad Campbell, General Manager – Assetic Canada  
111 Richmond St W, Suite 500  
Toronto ON M5H 2G4

(416) 316-1718  
bcampbell@assetic.ca

Prepared for City of London  
December 16, 2014



**11.0 FORM OF PROPOSAL**

**AT LEAST ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION**

- 11.1 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply after taxes): NET 30 DAYS
- 11.2 I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal.
- 11.3 I/WE further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
- 11.4 I/WE further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.
- 11.5 I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal.
- 11.6 WE further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.
- 11.7 I/WE have allowed for Addenda numbered as follows: # 1 through to # 5.

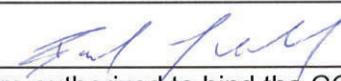
**Failure to acknowledge all addenda will result in your proposal being rejected.**

COMPANY NAME: ASSETIC CANADA HOLDINGS

ADDRESS: 111 RICHMOND ST W, SUITE 500

CITY/PROVINCE: TORONTO ONTARIO

POSTAL CODE/ZIP CODE: M5H 2G4

AUTHORIZED SIGNATURE:  TITLE: GENERAL MANAGER  
I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): BRAD CAMPBELL

TELEPHONE NUMBER: (416) 316 1718 FAX NUMBER: ( )

HST REGISTRATION NUMBER: 801159039BC0001

EMAIL ADDRESS: bcampbell@assetic.com

DATE OF PROPOSAL: 16 DEC 2014

**NOTE:** Please return your written submission and USB flash drive, CD or DVD in addition with **page 23** complete with an original signature in ink on or before **2:00 pm, Tuesday, December 16, 2014.**

**FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.**

December 15, 2014

Geoff Smith, Procurement Officer  
City of London  
Purchasing and Supply  
267 Dundas Street, 4<sup>th</sup> Floor  
London, Ontario N6A 1H2

Dear Mr Smith,

Assetic in association with Watson & Associates Economists Ltd. (Watson) is pleased to submit this Request for Proposal for a Corporate Asset Management Software System.

This proposal is based on Assetic's appreciation of the City of London (hereafter referred to as the City) requirements as set out in the specification Request For Proposal 14-72 Corporate Asset Management Software System.

We believe the recommended solution best suits the City's requirements by providing the supply and implementation of a solution which meets the needs of the City as outlined in the RFP. Allied with these are standard and/or customised interfaces with the City's existing systems to provide the outcomes required.

If given the opportunity to provide the Assetic solution to the City, we will commit asset management practitioners to your onsite training and implementation who understand and are experienced in implementation and asset management services.

I would be delighted to provide further information as requested. In the meantime if you have any queries about this proposal, please contact Brad anytime, and he will be most happy to answer those for you.

Yours sincerely,



**Joel Brakey**  
Chief Operating Officer

# Document Control

## Assetic/Watson Representatives

Name	Organization	Role	Reason	Contact Details
Brad Campbell	Assetic	General Manager Canada	Drafting/Final	<a href="mailto:bcampbell@assetic.ca">bcampbell@assetic.ca</a> 416 316 1718
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Andrew Grunda	Watson	Principal	Final	<a href="mailto:grunda@watson-econ.ca">grunda@watson-econ.ca</a> 905 272 3600

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## Limitation

This response to the Request for Proposal has been prepared on behalf of and for the exclusive use of Assetic Pty Ltd's Client and is subject to and issued in connection with the provisions of the agreement between Assetic Pty Ltd and its Client. Assetic Pty Ltd accepts no liability or responsibility whatsoever for or in respect of any use of or reliance upon this report by any third party.

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**Appendix A – Specific Questions**

**Appendix B – Equipment Resources**

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**Appendix E – Schedule**

**Appendix F – Assetic Standard Reports**

## 1. Project Understanding

The driver for the acquisition of a Corporate Asset Management Software System for the City of London is to support the City's Asset Management Program by providing a core asset repository and analytical support to the city's asset management business processes.

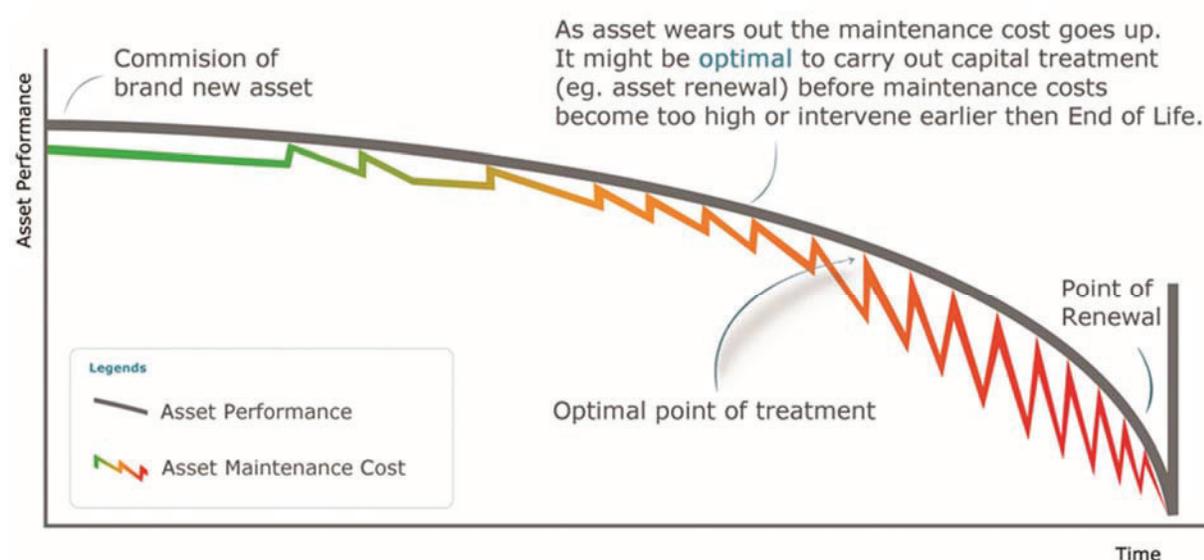
The City has a current infrastructure gap of \$50-60 million dollars with a projected infrastructure gap in the year 2022 \$466.1 million dollars, Assetic has extensive experience working with local governments in helping to assess, manage and reduces infrastructure spending gaps. In the case of City of London the Assetic implementation will be configured to support the recommendations from the State of the Infrastructure Report in the following ways:

1. Allowing the city to review the impact of current and future investment priorities and their effect on both condition of assets and the infrastructure gap, through optimised Level of Service (LoS) modelling.
2. Support the ongoing improvement and review of Corporate and 20 year Asset Management Plans, through the maintenance of a corporate asset register with advance reporting, predicting and valuation (both historical and replacement values (RV)) modules.
3. Help to drive the corporate asset management program with experienced consultants and asset management practitioners implementing an integrated asset management 'solution' customized to help the city's business processes
4. Provide best practise Asset Data Management processes through software and experienced implementation and consultancy services
5. Provides out of the box public consultation and state of the assets (now and future) reports that engages both Councillors and the Public, to help lobby for infrastructure funding.

Assetic provides pre-packaged asset management software and associated implementation, training, support and maintenance services to local government and other major infrastructure organizations. The company has a range of innovative asset management products installed at over 120 sites across Australia and New Zealand - principally in local government but with a growing client base in water authorities, universities, and social housing agencies. Assetic have 60 staff based in Melbourne, Sydney, Brisbane, Perth and Toronto.

Our approach to implementations is geared to make asset management the focus of system deployment not the software itself that is we work with our Clients to ensure that our software is support for the Client's business processes and we never commence with a blank sheet of paper. Experience on hundreds of templates has meant that the Assetic consultants can hit the ground running with any implementation.

Our consultants understand the science of asset management as portrayed below and will transfer this knowledge to the city through training, mentorship and working side by side with staff.



Assetic has a long track record in providing specialist Asset Management Solutions specific to local government and other authorities' needs and requirements.

Assetic products are implemented in various tiers, and departments are provided solutions that are specific to their needs. The initial engagement should we be selected as the system of choice will consist of not only analysing existing asset spreadsheets, data silos, and walking databases (long term staff members) but also identifying resourcing gaps and likely system champions. These system champions are involved throughout the implementation and are often key to a successful implementation. The City's own Data input Analysis in Appendix B of the RFP shows the extent of the data silos across the city. Assetic's staff has extensive experience and expertise in working with internal staff to pull this information together and quickly populate the Assetic solutions, therefore concrete outcomes are seen in weeks not months and years.

Assetic appreciates that every organization is at a different phase of Asset Management and has different requirements and priorities. We therefore refer to our products as 'solutions' as they offer unique outcomes specific to local needs.

Our system caters for every aspect of asset management i.e., asset registry, condition analysis, valuations and depreciations, maintenance management, level of service analysis, risk management, life cycle costing, financial forecasting and capex program development. Assetic also provides a track record and ability to interface with

- Finance Systems
- GIS systems,
- EDRMS
- CMMS systems

Making it easy for the departments in the future to link to various third party specialist systems.

## 2. Approach and Methodology

### 2.1. System Capability

Our solutions align leading-edge technologies and software design to modern asset management standards and organizational objectives.

Assetic's solutions are widely adopted due to their scalability; we meet the needs of an organization, independent of size or industry. Rapid deployment and ongoing improvement enables your asset management journey, and provides a ROI in the shortest time possible.

With over 120 customers, Assetic has developed a streamlined approach, which can be either deployed locally or cloud-based. Preloaded intelligence allows the Assetic system to focus on client outcomes, and eliminates the intensive design and configuration common to other systems. Our solutions are also flexible, and can adapt to your current processes to ensure organisational needs are met throughout implementation.

Watson is considered a financial leader in the municipal industry. Specializing in both asset management and Long Term Financial Planning services, the company has years of experience in assisting municipalities with compliance need and financial planning needs. Partnering Assetic and Watson provides a strong team with the needed expertise to help the City achieve its Asset Management Vision

#### The key outputs of Assetic are:

- Prediction modelling financial and capital works based on service level scenarios;
- Long-term financial planning;
- PSAB 3150 compliance reporting;
- Asset management valuations based on Provincial Guidelines; and
- Alignment to industry asset management standards and guidelines which enable organizations to establish an asset management framework or start / continue the journey towards ISO55001, PAS55, IIMM, TEFMA compliance.

#### Our 100+ clients describe the key advantages of Assetic as:

1. A complete suite of civil infrastructure asset classes for local governments, i.e. seven infrastructure classes across 40+ specific asset categories, including roads, bridges, drainage, facilities, open space, buildings, water/sewerage. Each class has fields, algorithms and service criteria that are specific from a Strategic Asset Management (SAM) delivery aspect
2. Out of the box functionality that has been proven and tested within other local governments and allows accelerated implementation, as opposed to a solution that requires extreme levels of configuration and design

3. A customisable solution where individual fields can be added/re-labelled, depending on your specific needs, but Assetic's pre-loaded functionality means there is no need to start from scratch or re-invent proven wheels
4. A single source for asset registry, condition analysis, valuations and depreciations, strategic maintenance management, document management, risk management, financial forecasting, strategic planning and capital expenditure programming
5. Assetic provides a proven track record and ability to interface with finance, GIS and other third party systems

## 2.2. myData



myData standard module is designed to support asset management business processes relating to core asset register, condition tracking and forecast reporting, replacement and historic cost valuation, level of service management and risk reporting detailed in the REOI.

myData is a central asset register for all local government asset classes, it includes comprehensive data storage capability including:

- Flexible hierarchies;
- Descriptive & location information;
- Technical details;
- Financial information for valuations and costing;
- Condition, risk and other assessments;
- Relationships to other assets;
- Record treatment history; and
- The ability to link photographs and other documents to asset records.

Other features of myData include:

- Simple data import utility that facilitates rapid data population;
- Flexible user defined navigation panel;
- Comprehensive data analysis and reporting capability;
- Pre-configured standard reports as well as a custom report facility;

## 2.3. myData Specific Features

### Data integration

myData has in built data import functionality to facilitate easy data transfer of:

- Microsoft Excel, Microsoft Access, Microsoft SQL, ESRI Shape files, MapInfo TAB files, Etc.



## Condition Assessment

- Setup strategic levels of service in line with AM policy/strategy.
- Software deployment of City's specific asset condition assessment, capacity assessment and functionality assessment methodologies.
- Software deployment of Star rating criteria for buildings and customising scaling and indexing of measurement matrices.

Assetic system allows users the flexibility to record:

- Raw data – Probability of pipe failure based on CCTV camera assessment;
- Convert raw data to rating score (see Appendix C);
- Combine various rating scores to API (Average Performance Index) and ACI (Average Condition Index); and
- Combine API and ACI into an OCI (Overall Condition Index).

## Asset Valuation

The Assetic System can report on both Historical and Replacement Cost and includes:

- Componentization of complex assets – fields are pre-packaged;
- Computes amortization based on a date of report;
- Accounts for new asset additions and disposals;
- Provides valuation adjustment figures for in-year changes to condition, life, and unit rates; and
- Amortization can be straight-line pattern or degradation profile based on class of infrastructure.

## Advanced Reporting

There are over 50 standard reports included within the Assetic products based on Australian and international standards and reporting requirements. See Appendix F.

All system reports detailed can be printed directly to hardcopy, exported in a range of common formats (PDF, Word, Excel, CSV, JPG etc.) and can also be automatically attached in an email.

The myData reporting system is very powerful and easy to use. It caters for administrative, operational and power users through user and group permissions and also through the ease of use of the reporting.

Users and group permissions can be assigned on an asset-class basis (e.g. pipes, treatment plants, plant, fleet etc.) as well as a functional basis (e.g. read only and reporting only).

myData also includes a query-based report building tool 'Advanced Search'. Advanced searches make creating custom reports that entail complex cross-table relationships (e.g. valuations, customer requests, maintenance, works, documents etc.) very simple for end users. The asset data can be manipulated very easily, including grouping and filtering results. All assets displayed in the results can be pinpointed spatially within the embedded GIS interface.

## Risk Management

Produce a Risk Register of all outstanding events and rank by priority (see Appendix C). Assetic can record risk management documents, photos, videos and events against individual assets. The framework is based on AS4360 for risk management and users have the flexibility to:

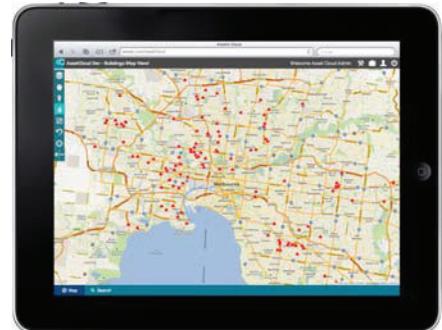
- Assign likelihoods based on operational framework;
- Assign consequence of identified risk;
- Setup the risk algorithm and compute a risk score; and
- Assign status of event – in progress or active or completed.

## 2.4. Asset Cloud

AssetCloud is a field accessibility product from Assetic. It is a cloud-based service designed to connect field activity and compliment myData by delivering access via the web. AssetCloud harnesses web service technology, and can be accessed from any internet-enabled device. Viewing MyData has been optimized for tablet devices, providing a mobility solution that allows live access for the viewing and editing of asset data.

### Key Functionality

- Works in both online and offline mode
- Access to all inventory and condition data
- Access to Condition Inspections
- Access to Asset related documents and photos
- Access to Maintenance Requests and Work tickets
- Uses City's existing GIS layers
- Search Assets by location or lists
- Add photos to MMS items or Assets



## 2.5. myPredictor



myPredictor is an analytical performance modelling tool that is designed to enable and assist asset management business processes such as Life cycle costing, asset condition tracking and forecasting, project prioritization and decision support, and long term capital planning of infrastructure assets. Modelling enables the evaluation of typical long term (20yrs plus) scenarios including:

- The cost to deliver a service level over time
- The service level that will result from increases/ decreases in funding
- The potential impact of an alternative treatment strategy

- Scenarios can include as well as capital costs, operating and maintenance costs and therefore incorporate true life cycle costing.
- Modelling also includes the production of year by year capital works plans.

## 2.6. System Integration

Assetic have an extensive web services platform in place that we have used for full, real time integration of all myData's underlying data, calculations and workflow with a range of GIS, finance, document management, mobility and finance systems. Assetic's web services provide access to full system integration with 3rd party systems, including:

- Access to asset register, condition and valuation attributes, calculations and system workflows
- Access to all works and maintenance management attributes, calculations and workflows
- Ability to export predictive condition and treatment data to external GIS systems for visualization.

There are over 40 system method calls available for the various system integration modules.

Please refer to Appendix C for more details of the specific technical requirements.

## 2.7. Specific Functional and Technical Requirements

See Appendix A.

## 2.8. City Required Resources

See Appendix B.

## 2.9. Support Procedures Outline

Assetic run a help desk Monday-Friday 9am and 5pm AEST and provide phone, email and 24 online support.

Details can be provided for several out of hours points of contact, who will then coordinate for an appropriate team member to get in touch to resolve the query – this is required for support on weekends, public holidays or outside business hours. There is a minimum 2 hour support fee out of hours (\$100-200/hr depending on the nature of the enquiry - basic support v/s specialist query). A Service Level Agreement (SLA) would also normally be put in place for Agencies requiring out of hours support.

### Technical Support (General)

- We provide a Customer Support Portal that is accessible from our website. This provides a range of resources, including product manuals, release notes, Asset Management and Technical whitepapers, knowledge base and a support ticket system.

- We offer a range of software updating methodologies, including automatic updates and site-wide rollouts.
- We use remote access server deployment techniques to install software on client sites.
- We use Windows technology to log into client machines for remote support and investigation of user issues.
- We use a web based defect register logging system where our implementation managers can log and check progress of defects.
- We use our website for secure file transfers to clients.

### Methods of Contacting Support

Support issues can be registered by any of the following methods:

- Logging an issue request within the 'Tools' menu of the Assetic software application being used
- Logging a support request via the Customer Support Portal on our website
- Calling/emailing the project services team directly
- By emailing support@assetic.com or calling our help desk on (03) 9026 0555 9am to 5pm AEST – ex Victorian Public Holidays.

### Support Tracking and Processes

1. Customer lodges the support issue by any of the above methods. Any Critical/Urgent/High priority defects should be reported by phone.
2. Assetic responds according to the Service Levels set out below (counted between 9am – 5pm AEST, ex Victorian public holidays) to determine the validity and urgency of the request. Assetic may request further information, e.g. screenshots, error reports, steps to reproduce the issue etc. for technical queries or sample datasets, planning/process documentation etc. for project issues.
3. Assetic will provide a response to the customer on the action to be taken. Depending on nature of the request, possible actions are:
  - a. Configuration changes – offer technical assistance such as KB articles or RDC support.
  - b. Software patches
    - i. Critical issues – to be released in specific time frame
    - ii. Feature requests – to be released in next minor/major software update
  - c. Other
    - i. Asset Management related queries – delegate to relevant consultant
    - ii. Issue cannot be reproduced

Assetic's Customer Support Portal is utilized for lodging and managing customer requests. It is a web-based system that can be accessed remotely. Requests are lodged including a description of the specific issue and Agency point of contact. Internally the issue is assigned and escalated if not resolved within intervention levels (1-4 days for fatal/major issues affecting business functions). Other feature requests are retained for review and assigned to the release schedule (as appropriate). All historical requests are retained in the system, but are marked as closed upon resolution and can be viewed at any time through the Customer Support Portal.

### Service Levels and Response Times

Service Levels	Definition	Required Response Time	Required Resolution Time
1 – Critical Defects	An Assetic Product is unavailable for critical business activities.	30 minutes	1 Business Day
2 – Urgent Defects	A part of the system is unavailable or is not operating effectively for critical business activities. No viable workaround available.	1 Business Hour	2 Business Days
3 – High	A part of the system is unavailable or is not operating effectively for important business activities.	4 Business Hours	4 Business Days
4 - Medium	A part of the system is unavailable or is not operating effectively.	1 Business Day	Future Maintenance Release.
5 - Low	A problem with part of the system which has very little or no impact to efficiency of users.	2 Business Days	Future Maintenance Release.

Note: the above only pertains to the setup and operation of Assetic's software, i.e. it does not cover support for the setup and operation of council's physical/virtual server(s), their operating systems, network connectivity, backup related procedures and other general IT administrative tasks. Critical and Urgent defects should be reported by phone during our support hours.

## 2.10. Project Implementation Methodology – Work Plan

Assetic's normal implementation approach is based on the progressive implementation of asset management based around one or two asset classes at a time, in this case it will be Transportation and Parks & Recreation as per the RFP. Assetic tailors its implementation methodology to suit the specific needs of its clients and Assetic's implementation team will in the City's case develop an implementation plan the allows the Solution to best support and enhance the asset management practises that are currently being developed within the city

The sample Gantt chart supplied at attachment 3 is a first draft / straw man project schedule based on the previous implementations of similar size to City of London. Assetic envisages that this schedule will be reviewed and refined either during final contract discussions or in finalizing the Project Management Plan, or during both.

The Plan also provides for the preparation of data for loading into the Assetic software but not for the collection of data.

Lastly, how fast or slow implementing the Assetic software proceeds is purely up to Council, and Assetic will adjust its resourcing of the implementation accordingly. Our view is that successful implementations of asset management is only achieved as staff learn and embrace asset management, and at times this means some activities are slowed down to allow people to become more comfortable with the processes involved and at other times speed up to maintain momentum.

<b>City of London - AM Implementation Plan (Transportation and Parks &amp; Recreation)</b>			
<b>Item</b>	<b>Assetic Resource Allocation (Days)</b>	<b>City of London Resource Allocation (Days)</b>	<b>Duration (Weeks)</b>
<b>Project: Project Scoping</b>	<b>4</b>	<b>3</b>	<b>1</b>
<b>Project: Asset Register Development</b>	<b>10-25</b>	<b>25-40</b>	<b>9-12</b>
<b>Project: Predictive Modeling</b>	<b>15-20</b>	<b>20-25</b>	<b>9-12</b>
<b>Project: AssetCloud Installation</b>	<b>4-8</b>	<b>3-5</b>	<b>2-3</b>
<b>Project: PSAB and Replacement Valuation Configuration</b>	<b>10-15</b>	<b>5-10</b>	<b>3-4</b>
<b>Project: Integration Options and Scoping</b>	<b>4</b>	<b>2</b>	<b>1</b>

Note:

- The final Implementation plan will be developed in conjunction with the City of London and configured to account for available resources and data.
- Asset Register development may be significantly reduced depending on the quality of the existing data, pulling the data into myData is a very simple and quick process.

## 2.11. Project Risk Management

For Asset Management system and data migration projects such as for the City of London the risks are low due to our experience in:

- Populating the system with existing data very rapidly. Assetic consultants have an asset management background, not just software background.
- Training of departmental staff in inspections, data updates, condition monitoring.
- Getting a site up and running in as little as three months if required (accelerated program).

More generally, risk is managed through our Project Management methodology approach. As part of delivering projects, we maintain risk logs and risk profiles for each project, whereby the risks for each project are identified as part of the project plan, given a weighting based on their likelihood and consequences and identify counter measures that will minimise these risks.

These risk logs and profiles are reviewed on a weekly basis, dependent upon their criticality.



The nature of our business with a large number of small to medium sized projects results in risks that are very similar in nature but may have differing levels of likelihood and consequences. Combined this makes the formal preparation of a Risk Assessment uneconomical.

However, we do assess them on an informal basis while preparing the RFP or developing the scope. We adopt the process embodied in the Risk Management Standard ASNZS4360 which includes the following processes:

- Gaining an understanding of the context
- Identifying potential risks
- Rating them in terms of Likelihood and Consequence
- Assessing the resulting risk based on a matrix approach
- Implementing treatments where appropriate to ensure the residual risk is acceptable
- Continuous monitoring of the risk throughout the project.

## 2.12. Training Philosophy and Methodology

Our standard training philosophy is to train and equip staff to set up the Assetic system. This does not mean Assetic equip your staff and walk away; it is a means of transferring system ownership through a handholding process. There will be some areas on which we concentrate more and some areas in which users will do the bulk of the setup.

All training is completed by working with IT, engineering, finance; depot and HR staff to ensure that system implementation is performed seamlessly across your organisation.

We can also undertake specific agency customisations and can set up links with your internal financial, geospatial and other third party systems.

As the software is modular and can be purchased in tiers, the implementation may also occur in a step-by-step fashion.

The following provides the details of a typical implementation program for the Assetic products.

## 2.13. Product Training Outline

### 2.13.1. myData Standard

- Software set up on agency machines and deployment of database on network.
- Data collation and clean up with assistance from agency staff.
- Cross-linking various available datasets in consultation with agency staff as part of project team.
- Data import, set up of user specific navigation, pick-lists, attributes and all available condition, capacity, functionality data, in consultation with agency staff as part of project team.

- Set up combinations and rules/formulae for asset valuations, risk management, condition assessment scaling in consultation with agency staff as part of project team.

### 2.13.2. myPredictor

- Setting up agency's established condition rating scales, degradation rankings.
- Analysing available data in consultation with agency staff as part of project team.
- Setting up established life cycle models and degradation profiles consultation with agency staff as part of project team.
- Testing and calibration of models to suit agency requirements.
- Setting up prediction models and running analyses.

## 3. Consultant Experience

### 3.1. Assetic

Assetic is an Australian based company that provides pre-packaged asset management software and associated implementation, training, support and maintenance services to local government and other major infrastructure organizations. The company has a range of innovative asset management products installed at over 110 sites across Australia and South East Asia - principally in local government but with a growing client base in water authorities and social housing agencies. Assetic has a long track record in providing specialist asset management solutions, specific to the needs of each client. We have 60 staff based in Melbourne, Sydney, Brisbane, Perth and Toronto. Assetic's company structure, including key management personnel can be found in Appendix A.

Our key Asset Management Staff maintain currency with key industry developments as follows:

Staff are involved in the following industry Asset Management Bodies in Australia and overseas

1. Asia Pacific Institute of Good Asset Management (APIGAM) in the role of Director.
2. Bond University – Adjunct Professor of Advanced Asset Management.
3. Institute of Professional Works Engineers Australia (IPWEA), in the role of members.
4. LGPro, in the role of members.
5. Institution of Engineers Australia, in the role of members as well as on interview panel for Chartered Status.
6. Australian Institute of Environmental Accounting.
7. Waste Management Association of Australia.

Staff regularly delivers lectures, workshops and presentations at peak industry related conferences for the LGMA, CPA, LGFP and Roads Conference. Currently our key staff are delivering master classes to local government financial accountants through the CPA all over Australia, with respect to asset management and asset accounting.



Our staff regularly delivers training sessions to local government from the Councillors to the ground staff, in relation to various aspects of asset management which often includes changes/advances within the industry.

Our staff regularly participate in Asset Management discussion forums.

Our staff also attend regular conferences and deliver 3-5 papers each year to network and keep up to date with industry issues and requirements.

Assetic's core business is asset management solutions based on National Guidelines, Austroads methodologies and core philosophies of the International Infrastructure Manual.

Our technical capability is therefore geared to make asset management the focus of system deployment. We never commence with a blank sheet of paper. The testimonials in Appendix C provides an insight into the experience Assetic can bring to an Asset Management Implementation.

### **3.2. Watson & Associates Economists Ltd.**

Watson & Associates Economists Ltd. is a firm of municipal economists, planners and accountants that has been in operation since 1982. With a municipal client base of more than 250 municipalities and utility commissions and 47 school boards, many of which are long-term repeat clients, the firm is recognized as a leader in the municipal finance/local government field. The firm has a committed twenty-person staff that has worked together for many years. The firm's principals have participated extensively as expert witnesses on municipal finance matters at the Ontario Municipal Board for over 30 years.

A feature of many studies completed by the firm includes the development of a solid information basis, and then working closely with staff and politicians to develop consensus around controversial issues. Further, many of our studies involve public participation, presenting key information to the public in an understandable format, and seeking public input in developing recommendations and future directions as part of a study process.

Our work has involved many aspects of municipal finance and economics, including assisting municipalities across the Province with asset management and fiscal impact related services. Our firm also specializes in development charges, public sector accounting (PSAB), full cost user fee pricing models (i.e. Water & Wastewater Rate Studies), financial feasibility assessments, capital and operating impacts of municipal servicing, demographic forecasts, and local economy impact assessments.

Watson is owned and operated by the firm's senior management group, comprised of one (1) Principal and four (4) Directors.

## 4. Consultant Team

The consulting project team developed for this assignment has extensive PSAB and asset management experience. For more information on the project implementation team, please refer to Appendix A to this proposal.

**Brad Campbell, BSc - General Manager, Assetic Canada**, would be the project lead responsible for overall Project Implementation and completion. Brad has over ten years' experience in a variety of asset management related roles, from consulting to local government. He has led teams in over 100 asset management implementations, including systems and framework development to ensure compliance with relevant asset management legislation.

**Tony Blefari, BE, MIEAust**, is the Practice Director at Assetic, and has over 18 years' experience working in government and private engineering organizations in a variety of engineering and asset management roles. This experience has seen him apply his skills and knowledge across an entire range of infrastructure including buildings, roads, drainage, bridges, water and sewer.

As Practice Director Tony is responsible for the team, which provides specialist direction, support and delivery in the preparation, implementation and management of clients' asset management services. Such services include setting up asset registers, asset valuations, strategic prediction modeling and developing asset management policies, strategies and plans.

Tony has a Bachelor of Civil Engineering from the University of South Australia, and is a member of the Institution of Engineers Australia, Institute of Asset Management and the Asset Management Council.

**Dan Wilson, BBA, CPA, CA - Director, Watson & Associates**, would be responsible for providing PSAB and asset management expertise to the project. Mr. Wilson has extensive experience in the areas of municipal finance and municipal auditing with seven years of industry practice with municipal governments and public accounting/auditing firms before joining Watson. Since joining Watson in 2006, Dan has led the Asset Management, PSAB Compliance (tangible capital assets and full accrual financial statement preparation) and Water/Wastewater Financial Plan (Ontario Regulation 453/07) services at Watson. He has worked on numerous PSAB 3150 compliance studies, PSAB 1200 financial reporting studies, asset management related studies, water and wastewater rate studies, Ontario Regulation 453/07 water financial plan reporting requirements, development applications approvals process user fee studies and development charge studies. He has also undertaken lectures on PSAB 3150, financial statement reporting, asset management and water financial plans on behalf of numerous organizations including the Association of Municipal Clerks, Treasurers and Municipal Managers of Ontario (AMCTO) and the Municipal Finance Officers Association of Ontario (MFOA). Dan is a Chartered Accountant, a Chartered Professional Accountant and a member of the firm's senior management group,



which develops interpretations of legislative requirements, as well as methodologies and formats and determines alternative policy strategies for all facets of corporate assignments.

**Andrew Grunda, MBA, CMA - Principal, Watson & Associates**, will provide financial expertise throughout the project. Mr. Grunda has been with the firm since 1996 before which he worked for the former Regional Municipality of Hamilton-Wentworth, Finance Department. He is presently a member of the firm's senior management group, which develops interpretations of legislative requirements, as well as methodologies and formats and determines alternative policy strategies for all facets of corporate assignments. Mr. Grunda has extensive experience related to asset management, development charges, water and wastewater rate studies, development approvals process studies and fiscal impact assessments, authoring numerous studies for municipalities over the last 17 years. He has undertaken numerous lectures and seminars on asset management financing plans, development charges and full cost recovery fees and charges on behalf of numerous organizations including AMCTO and MFOA.

**Amy Vesprini, BCom. (Hons.) - Consultant, Watson & Associates**, would assist in the data collection and compilation. Since joining the company in 2006, Amy has assisted with data input and analysis in the areas of PSAB compliance projects, asset management studies, water and wastewater rate studies, Ontario Regulation 453/07 financial plans, development charge studies and development applications approval process reserve fee studies. Amy holds a Bachelor of Commerce Honours degree in Business Administration from the University of Windsor along with a Diploma in Business Administration from Conestoga College.

**Peter Simcisko, BA (Hons.), MBE** – Analyst, specializes in the area of municipal finance. Since joining the firm in the spring of 2013, he has assisted in the preparation of development charge background studies, water and wastewater rate studies, user fee studies, and asset management plans for our municipal clients. Previously he worked as a Research Assistant in the Economics department at Brock University. Peter brings a combination of economics experience and strong analytical and data modelling skills to the organization. His thorough knowledge of MS Excel has helped enhance the functionality and efficiency of the asset management models we offer to our municipal clients.

#### **4.1. Experience and Capacity**

The experience of the consultant team is outlined in Appendix D.

### **5. Schedule**

See Appendix E.

### **6. Costing**

See separate envelope.

## Appendix A – Specific Questions

### Specific Questions

	Question	Yes	No	Partial	Comments (optional)
<b>General System Capabilities</b>					
1.	Is the system able to integrate to multiple systems, specifically J.D. Edwards, Esri, ArcGIS, MS Office?	x			See section 2.5 and technical specifications in Appendix C
2.	Can you provide 2 examples of successful implementations with integration of systems specifically J.D. Edwards, Esri, ArcGIS, MS Office that you propose to use in London?	x			We have a standard finance integration approach that is working with over 130 customers running a wide variety of ERPs including JDE, SAP and TechnologyOne  MS Office: Out of the box integration with Excel, Access and Word  ESRI: 20% of Assetic sites use ESRI and have our standard integration plugin
3.	Does the software offer dashboard capability that can be customized to particular users?	x			
4.	Can data be entered in user friendly formats? E.g. mobile capability, templates, drag-and-drop, etc.?	x			
5.	Does your software solution provide other 'user-friendliness' elements?	x			
6.	Are there database updating constraints? i.e. live, daily, weekly, monthly, etc.		x		
7.	Can the software be remotely hosted?	x			

	Question	Yes	No	Partial	Comments (optional)
8.	Is the software fully compliant with the city's functional requirements on page 12 of Appendix A? and the technical requirements in Appendix C? Please fill in the table in Appendix C.	x			
<b>Asset Inventory</b>					
9.	Has the software been used for both linear and facility assets in a municipal context?	x			
10.	Has the software been used for all of the following municipal services? (transportation, water, sanitary, stormwater, facilities, parks, recreation (aquatics, arenas, golf, etc.), fleet, fire, long term care, information technology, solid waste, culture, and forestry).	x			
<b>Condition Rating &amp; Forecasting</b>					
11.	Does the tool support various condition rating methods (e.g. discrete/continuous, quantitative/qualitative)?	x			
12.	Does the tool support various condition rating scales (e.g. FCI, BMS, PQI, Very Good to Very Poor, etc.)	x			
13.	Does the tool support various condition rating methods and scales at both asset and network levels?	x			
14.	Does the software support various types of deterioration models? (i.e. straight line, curve- linear, stochastic etc.)	x			
<b>Level of Service (LOS)</b>					
15.	Does the software accommodate the use of user-defined performance indicators and user-defined rating scales?	x			
16.	Does the software accommodate capturing LOS at the individual asset and asset class levels?	x			
17.	Is the tool able to show existing and historical KPI in comparison to LOS targets?	x			

	Question	Yes	No	Partial	Comments (optional)
18.	Is the tool able to forecast impacts on LOS based on proposed capital expenditures?	x			
<b>Risk Management</b>					
19.	Does the tool calculate the expected future overall asset risk score based on probability and consequence of failure?	x			
20.	Does the software offer risk modelling, diagrams and charts?	x			
21.	Does the software accommodate modeling risk at the individual asset and asset class levels?	x			
<b>Life Cycle Management</b>					
22.	Is the tool able to undertake life cycle analysis for any group of assets? (i.e. analysis to consider acquisition, operation, maintenance, repair, rehabilitation, disposal and any other external costs that may occur throughout the asset's lifecycle)?	x			
23.	Does the software offer forecasting/predictive analysis for life cycle management?	x			
24.	Does the tool allow users to fully configure the decision logic used in decision-support analysis?	x			
25.	Does the application allow for prioritization of projects based on user-defined criteria?	x			
<b>Financial Estimates and Predictions</b>					
26.	Does the application allow for prioritization of projects within prescribed budget limits?	x			
27.	Does the tool support and store the information required for the development of business cases (i.e. reduced risk exposure, project alignment with LOS)?	x			
28.	Does the software offer infrastructure gap modelling?	x			

	Question	Yes	No	Partial	Comments (optional)
29.	Has the software been used to generate or support TCA/PSAB 3150 reporting?			x	System is designed to support TCA PSAB 3150 reporting, but has not been used on a live Canadian site yet. Watson & Associates are included on the Assetic team to ensure compliance
<b>Project Selection &amp; Prioritization</b>					
30.	Does the tool support the evaluation and comparison of project options/asset interventions (e.g. rehabilitate vs. replace vs. maintain)?	x			
31.	Can the software prioritize projects based on multi-criteria decision making approaches (i.e. Both within and across City services areas)?	x			
<b>Support, Maintenance and Training</b>					
32.	Are support systems available 24 hours a day?		x		24 hour online support logging
33.	Is support available to travel to client site to resolve an issue?	x			

### Technical requirements

		Response (Yes, No, Pending, N/A)	Explanation/Clarification (can be expanded)
<b>A</b>	<b>Technical Architecture</b>		
1.	Does the Application provide a web-based software solution that operates in previous version and the latest version of MS Internet Explorer browser, Chrome and Firefox?	Yes	AssetCloud supports most recent two major releases of major web browsers.

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
2.	Does the Application provide the ability to run the Application in four environments: development, production, disaster recovery, and test/training/quality assurance?	<b>Yes</b>	
3.	Is the Application compatible with the latest version of Microsoft Office suite, including Outlook?	<b>Yes</b>	
4.	Does your application support failed login lock-out policies? How many bad attempts before account is locked?	<b>No</b>	Assetic myData application enforces time delay between failed login attempts. This effectively blocks brute force attempts
5.	Do accounts automatically unlock after a specified time-out period? If yes, what is the specified period?	<b>N/A</b>	
6.	If your application supports local authentication how do you store account passwords in the database? Please specify - Clear text, HASH without salt, HASH with Salt, Other. Please indicate the encryption level.	<b>Yes</b>	HASH with Salt
7.	Has your organization performed independent 3rd party (security/vulnerability/penetration) testing by a reputable Information Technology Security vendor? Please indicate date of last test.	<b>Pending</b>	
8.	How often do you contract 3rd party independent security/vulnerability/penetration testing? Please indicate frequency - Quarterly, Semi-Annually, Annually, Other Please indicate date of last test.	<b>Pending</b>	
9.	Does your organization perform in-house (security/ vulnerability/ penetration) testing by an internal Information Security team?	<b>No</b>	

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
10.	Is your in-house Information Security team certified by a recognized industry standards body? If yes, please specify - ISC2 CISSP, GIAC GSSP, Other	No	
11.	How often does your Information Security team perform in-house security testing? Please indicate frequency - Monthly, Quarterly, Semi-Annually, Annually, Other Please indicate date of last test.	No	
12.	Does your organization adhere-to or is certified by the following standards or frameworks? If yes, please specify - COBIT, PCI, ISO, NIST,ITIL, Other	No	
13.	Does your application rely on Open Source components such as Apache, Tomcat, MySQL or other? If yes, please specify components.	Yes	MapServer for Web Mapping
14.	Does your application rely on 3rd party commercial components that may affect your ability to apply security fixes because the vendor may be slow in addressing known or zero day vulnerabilities? (Java, Oracle DB Server, Adobe, Apple) If yes, please specify components.	No	
15.	Does client access require high risk software dependencies such as Oracle Java, Adobe Flash, Adobe Air, Adobe Shockwave? If yes, please specify components.	No	
16.	If your application requires Oracle Java, is it limited to a specific Java version? If yes, please specify Java version	N/A	

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
	<b>Does the application provide an on premise solution?</b> <b>If Yes, please answer the following questions:</b>		
17.	What type of operating system does your software require? Please specify: - Server operating system - Client operating system - Both	Yes	Client - Windows® Vista, 7 or 8 - Microsoft .NET Framework 4.0 Server - Windows® 2008/2012 Server Editions
18.	Which operating system do you support on the Server side? Please specify all that apply - Windows 2003, Windows 2008/2012, Linux, Mac OS X, N/A - application runs on client OS	Yes	Windows Server platform only
19.	Which operating system do you support on the client side? Please specify all that apply - Windows 7, Linux, Mac OS X, N/A - application runs on Server OS	Yes	Windows Desktop platform only for Desktop application.
20.	Does your application require a database? If so, please specify database type - Microsoft SQL, IBM DB2, Oracle, MySQL, PostgreSQL, Other	Yes	Microsoft SQL 2008 (or later) Standard Edition or above
21.	If your application requires a Microsoft Database connection does it support Windows Integrated Authentication? If no, does your application require an SA account?	Yes	Supports both Windows (preferred) and SQL Authentication.
22.	Does your application require a Web Server? Please specify type - Microsoft IIS, Apache, Other	Yes	IIS 7.5 or above

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
23.	Does your application offer a traditional thick client? Yes No - application model is strictly browser based Both- a thick client along with browser based access)	Both	
24.	Does your application or associated Windows service require local administrator privileges?	No	
25.	Does your application or associated Windows service require domain administrative privileges?	No	
26.	Does your application support Microsoft Integrated Active Directory authentication? If no, do you support other LDAP authentication or local authentication?	Yes	AD Authentication and/or custom local authentication (item 6)
27.	Does your application support browser based client interface?	Yes	Assetic's AssetCloud product provides a browser based client interface
28.	Does your application support user authentication?	Yes	
29.	Does your application support two-factor authentication?	No	
30.	Does your application require Internet access?	No	
31.	Does your application support internal audit log capability?	Yes	
32.	Is your application capable of forwarding audit log events to external devices?	No	
33.	What logging format does your application support? Please specify SNMP trap, Local or remote Windows event, Other	N/A	

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
34.	Does the application utilize industry standard PC desktops, laptops? Please specify minimum recommended screen configurations and graphics capabilities	Yes	Minimum 1024*768 screen resolution. Recommend 1280*960.
35.	Does the Application provide a solution that operates with Microsoft Windows 2012 R2 and above for server environments?	Yes	
36.	Does the Application provide a solution that operates with Windows 7 and above for client environments?	Yes	
37.	Does the Application provide a solution that operates with Microsoft SQL-Server 2012 and above database management software?	Yes	
38.	Does the Application provide a solution that is compatible with Microsoft Forefront End Point Protection Antimalware?	Pending	Requires testing but does not expect to have any issues.
39.	Does the Application run on VMWare virtual servers?	Yes	
40.	Does the Application provide a solution that supports latest version of IIS?	Yes	
	<b>Does the Application provide a hosted solution? If Yes, please answer the following questions:</b>		
41.	Does your organization host its own private datacenter on premise? Do you co-locate with other business in the same building?	No	

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
42.	Does your organization host its own private datacenter off-premise? Do you co-locate with other business?	No	
43.	Does your organization utilize cloud services to supplement your own service offering? Please specify cloud service - Amazon AWS, Google, Rackspace, Microsoft, Other	Yes	Hosted in Amazon Web Services (AWS)
44.	Please specify datacenter location -Canada, USA, Europe, Other	Yes	Australia and Canada
45.	Please indicate all that apply to datacenter security - Monitored alarm system, video surveillance, environmental monitoring, security guard, 24 x 7 staff	N/A	
46.	Does your organization's service or web application utilize browser based access?	Yes	Mixed. AssetCloud for web access. AWS Workspaces for desktop access.
47.	Does your service or web application require user authentication?	Yes	
48.	Does your service or web application utilize two-factor authentication?	No	
49.	Does your service or web application face the public Internet? Do you protect access through VPN?	Yes	Direct Internet
50.	Does your service or web application support Microsoft Integrated Active Directory authentication? If no, do you support other LDAP authentication or local authentication only?	Yes	The host environment has AD but does not integrate with council's internal AD.

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
51.	Does your service or web application support federated authentication? If yes, specify - SAML 1.1, SAML 2.0, OpenID, Other	Pending	SAML support is in roadmap
52.	Does the Password reset require identity confirmation? Please indicate which method: Phone (Customer service or technical support number), SMS Text Message (Registered mobile phone), Email (Registered email address), Secure web site (Secret password reset questions)	Yes	Phone + Email
53.	Do you have Intrusion Detection/Prevention mechanism in place alerting you to possible attacks against your web service or application?	Yes	Monitoring system in place
54.	Do you review security related audit logs? If yes, please specify frequency - Daily, Weekly, Other	Yes	Weekly
55.	Do you actively monitor web server logs with automated notification or suspect events? If no, do you monitor logs manually?	Yes	
56.	How is privileged access to your servers managed?	Yes	Only operation team has backend access.
57.	Is the Application solution scalable and can it easily adapt to increased demands, while maintaining a high level of system performance. Application needs to accommodate peak usage during registration periods.	Yes	HA + Load balanced
58.	Does the Application provide adequate performance and capacity to support remote display of documents and drawings?	Yes	Minimum bandwidth and latency requirement still applies.

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
59.	Does the application provide for full recovery and back-up capabilities for all on-line and batch transactions?	Yes	
60.	Does the Application provide the ability to purge a range of data based on a specified retention schedule?	No	
<b>B</b>	<b>Usability Features</b>		
1.	Does the Application provide tools for managing user accounts, security settings on data and/or applications?	Yes	
2.	Does the Application provide a full password security process based on roles and groups?	No	For complex password management, use Windows Authentication support
3.	Does the Application provide an audit trail of all system activity, including by user, date and time?	Yes	Yes Many system events are auto-logged, however this is being extended to complete system logging in new product release.
4.	Does the Application provide a flexible and secure security management process for assigning privileges and rights?	Yes	
5.	Does the Application provide an automatic log-off feature after a specified period of inactivity?	Pending	
<b>C</b>	<b>Data Integrity &amp; Availability</b>		
1.	Does the Application provide control reports for all data conversion processes including balances and counts?	Pending	
2.	Does the Application provide control and audit reports?	Yes	
3.	Does the Application provide alerts for unauthorized or suspicious activity?	No	

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
4.	Does the Application provide full back up and restore functions with logging?	No	This process is managed outside of the application
5.	Does the Application (if hosted) guarantee 99.9% uptime?	Yes	
6.	Does the Application ensure all sensitive data is encrypted?	Yes	Data are encrypted on transit
7.	Does the Application provide full application recovery capabilities?	???	
8.	Does the Application allow display or printing of passwords?	No	
9.	Does the Application enable an administrator to suspend an ID from future usage?	Yes	
10.	Does the Application periodically request the user reset their password?	No	For complex password management, use Windows Authentication support
11.	Does the Application set a minimum password length?	No	For complex password management, use Windows Authentication support
12.	Is the Application able to send bi-directional information in a variety of formats including: XML, Stored procedure, web services, etc.?	Yes	
13.	Does the Application provide users an option to retrieve passwords by utilizing a username/password access mechanism?	No	For complex password management, use Windows Authentication support
14.	Does the Application allows self-service password resets?	No	For complex password management, use Windows Authentication support
<b>D</b>	<b>Integrations</b>		

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
1.	Does the Application provide integration to the following Applications, including, but not limited to: - JDE One World - GIS(ESRI)  - ArcGIS, - MS Office?	Yes	Export/Import with Excel (.xls and .xlsx)  GIS Visualization support with various provider (e.g. ESRI, MapInfo, Openspatial)  We have a standard finance integration approach that is working with over 130 customers running a wide variety of ERPs including JDE, SAP and TechnologyOne
2.	Does the application contain an Application Programming Interface (API) or web services interface?	Yes	Web Services (SOAP) module is available
3.	Does the Application provide compatibility with the following mobile platforms: Windows Mobile, iOS, Android, and BlackBerry? Is the application built using open-standard mechanisms such as HTML5, CSS, and jQuery to dynamically adapt content for mobile devices? Please indicate what versions of iOS and Android are supported.	Yes	AssetCloud web interface is built using HTML5, CSS and jQuery. The application is tested with latest iOS, Android and Windows tablet.
<b>E</b>	<b>Maintenance and Support</b>		
	<b>Does the Application provide maintenance and support contract options, including the following:</b>		
1.	Critical support 24/7 X 365	Yes	For hosted options and critical system failures (requires an additional service level agreement)
2.	User groups meetings.	Yes	
3.	Standard support hours in the Eastern Time Zone (please provide.)		

		<b>Response</b> (Yes, No, Pending, N/A)	<b>Explanation/Clarification</b> (can be expanded)
4.	All major product revisions, upgrades and enhancements.		
5.	Fixes and patch services for problems encountered between releases.	Yes	
6.	Complete help desk service.	Yes	
7.	Online interface with ability to open/track support issues and availability of a knowledgebase.	Yes	
8.	Issue escalation procedures (please describe.).	Yes	See section 2.9 in the main document
9.	Documentation for users, administrators. Application provides updates to documentation with each new version release.	Yes	
10.	Initial and refresher training classes, including training for Application Administrators, technical support staff, and end users.	Yes	We regularly run online training and free webinars for knowledge transfer and refreshers. See <a href="http://www.assetic.com">www.assetic.com</a> for current training schedules.

## Functional Requirements.

Report Name	Compliance	Comment
R1	Asset Inventory	Over 110 specific Asset Categories covering all Municipal Asset Types and Sub Types. Details can be reported via Standard or advanced user defined reporting tools.

The screenshot displays the 'MyData Premium' application window. On the left, a search tool allows filtering and grouping assets by attributes like 'Buildings' and 'Monash'. The main area shows a detailed view for 'Administration building' (Asset ID: 221777) with fields for location (George Street, Balston, Tasmania), classification (Office/Administrative), and various service and maintenance details. A navigation pane on the left offers tabs for different management areas like 'Inventory', 'Condition', and 'Fair Value'. Annotations highlight the search tool, the current asset details, and the navigation structure.

Powerful Search tool to filter and group on asset attributes and save these queries

Current Selected asset details and audit trail

Filter asset-level data and management tabs by operational areas

Flexible navigation structure to intuitively group and manage assets

Uncluttered and comprehensive GUI with over 14000 inbuilt fields, formulae and algorithms across 50 asset classes



R2 Overall Asset Condition Grades Fully Asset Condition on a 1 – 5 scale. All 100+ asset categories have out of the box Condition Attributes, based on LG best practice and current standards.

Zone: Denison Electorate Timeline: Current Create Archive myData

Summary Inventory Attributes Traffic Count Condition Fair Value Depr. Schedule Documents Photos Risk Management Associated Assets Maintenance Planning Treatments Contact

**Holistic Index**

Functionality: 2 Capacity: 4 Aesthetics: Obsolescence: 2  
 Utilisations: 2 Safety: 2 Accessibility: Fatigue Factor:

**Holistic Raw**

Functionality: Good Capacity: Moderate Aesthetics: Obsolescence: Good  
 Utilisations: Good Safety: Good Accessibility: Fatigue Factor:

**Condition Info**

OCI: Moderate

Crocodile Cracking: 3 Linear Cracking: 2 Stripping: 2 Pavement Defects: 3  
 Trans Cracking: Edge Defects: 2 Rutting: 2 Local Surface Defects: 1  
 Surface Deformations: Surface Texture: Pavement Strength: Flushing:  
 Patches: Roughness: 2 Raveling: Cross Sections:  
 Rainfall: Oxidation: Shoulder Drop (Left): Shoulder Drop (Right):  
 Shoulder Bulldup (Left): Shoulder Bulldup (Right):

**Condition Info Unsealed**

Drainage Left: Drainage Right: Loose Material: Dust Factor:  
 Crossfall: Shape Loss: Pavement Depth: 0 Ride Ability: 0

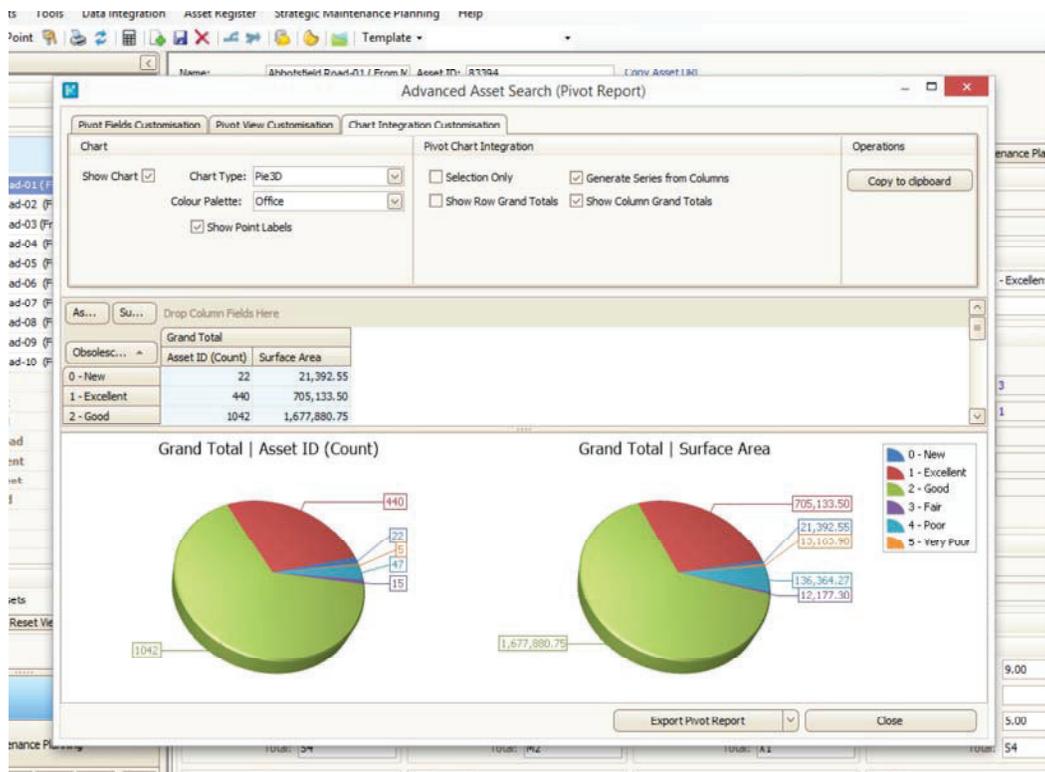
**Calculated Raw Data**

Crack Cracking	Linear Cracking	Stripping	Pavement Defect
Slight: 15.00	Slight: 7.00	Slight: 9.00	Slight: 9.00
Moderate: 2.00	Moderate: 1.00	Moderate: 2.00	Moderate: 5.00
Extreme: 2.00	Extreme: 1.00	Extreme: 2.00	Extreme: 5.00
Total: 54	Total: 12	Total: 11	Total: 54

Transverse Cracking Edge Break Rutting Defects



R3 Detailed Asset Condition Grade Fully The software allows any grading system to be used, in addition both Raw and Scaled conditions can also be held, allowing the users access to the condition detail.





R4      Asset Valuations      Fully      Full componentized Replacement Values (All categories have pre-packaged asset components out of the box for simple system set up)

Fully customizable valuation patterns (Software comes with pre-packaged 100+ valuation patterns)

Level of Service Based Life-cycle costing reports.

The screenshot shows the 'myDat' software interface. On the left is a navigation tree with categories like Buildings, CRU, Flat, Inhouse, Office, Rooming House, and Townhouse. The main window displays 'Sub-Structure - AAS Financials' with various input fields for insurance, valuation, and depreciation. A 'Totals' section shows values like Replacement Value (\$): 1,575,877.66 and Accumulated Depreciation (\$): 738,128.08. A 'Sub-Structure Calculations' section shows Reference Value (\$): 2.30 and Remaining Useful Life: 38.70. A 'Consumption Matrix' window is open, showing a graph of Written Down Value (%) vs Remaining Useful Life (%) and a table of matrices.

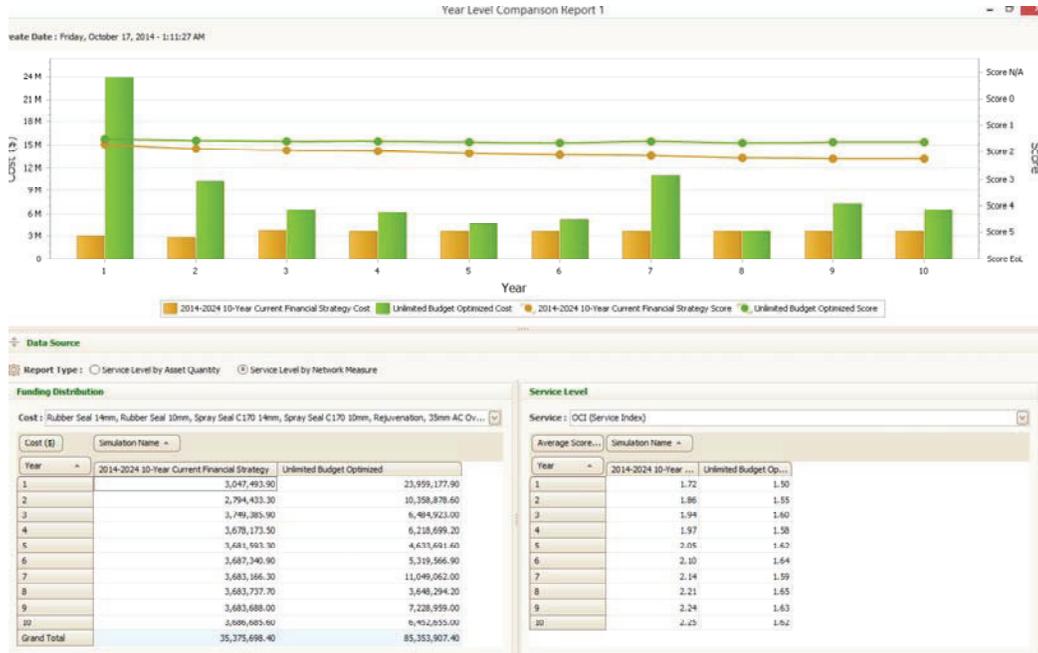
SPI	Description	RL Percentage	WDV Percentage
0		100	100
1	2	70	92
2	3	40	87
3	4	20	70
4	5	5	30
5	6	0	0

The screenshot shows the 'Asset Life Cycle Report 1' interface. It includes a simulation name 'Current Budget Spend 6.5m' and a create date of 'Friday, October 17, 2014 - 12:54:26 AM'. A bar chart displays 'Treatment / Maintenance Cost by Year' from year 0 to 20. A significant cost spike is visible at year 6. Below the chart is a 'Data Source' section for '24 - Auburn Road' with a table of treatment costs.

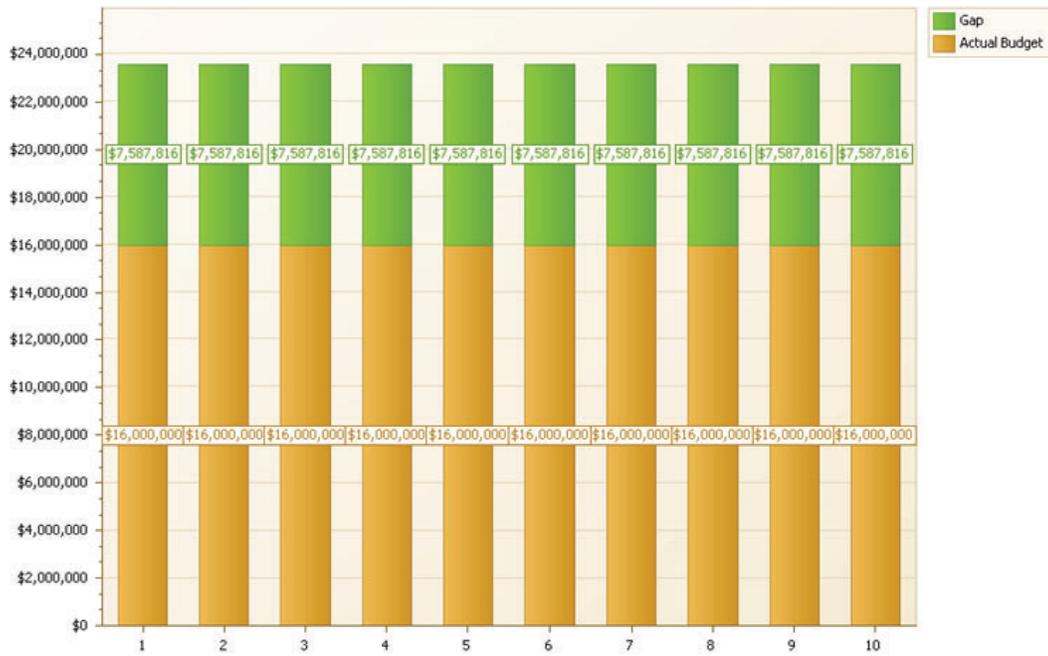
Year	30mm AC Overlay	60mm AC Overlay	Double Spray Seal	Rehabilitation	Reconstruction	Concrete Renewal	Upgrade	Maintenance Cost	User Cost
0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.50	0.00
15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.50	0.00
16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.50	0.00
17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.50	0.00
18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.50	0.00
19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.50	0.00
20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.50	0.00
Grand Total	0.00	50,225.00	0.00	0.00	0.00	0.00	0.00	4,262.50	0.00



R5 Funding Gap Report Fully Funding GAP reports based on Desired and Current Levels of Service, including condition (service level) forecast.



### Gap Analysis

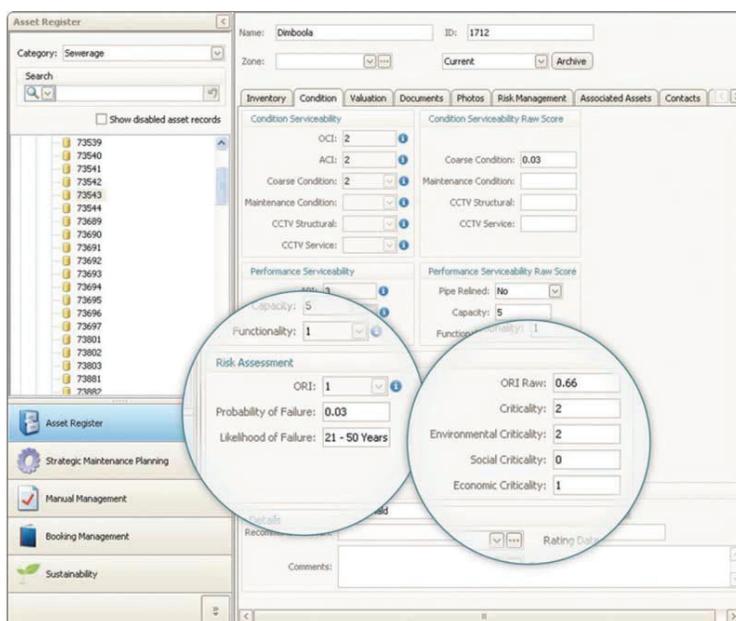
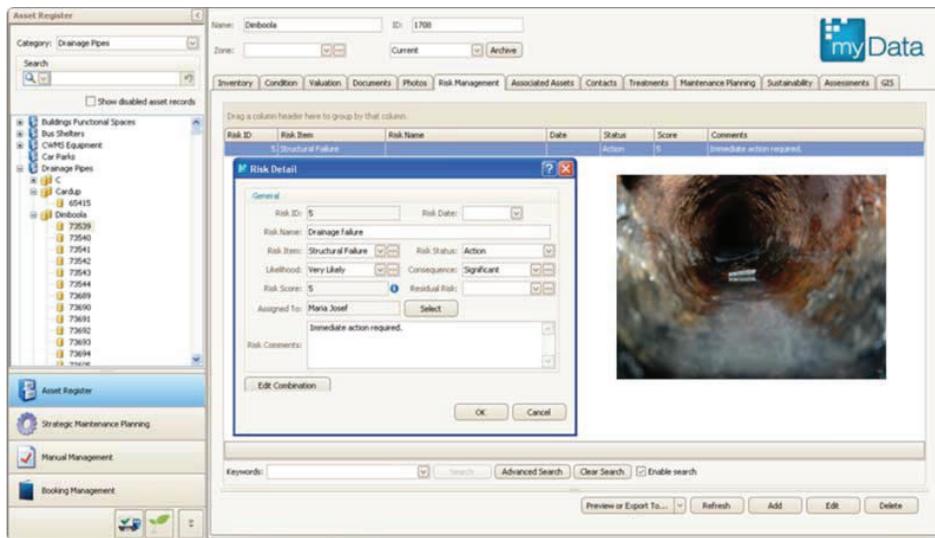




R6      Asset Risk Assessment Report      Fully

Assetic can record risk management documents, photos, videos and events against individual assets. The framework is based on AS4360 for risk management and users have the flexibility to:

- Assign likelihoods based on operational framework
- Assign consequence of identified risk
- Setup the risk algorithm and compute a risk score
- Assign status of event – in progress or active or completed





Risk Register Report: (7/1/2013-6/30/2014)

Asset ID	Asset Name	Segment	Hierarchy				
Category: Bld- Buildings							
221777	Main Office Building - Council Chamb...		B3 - General				
Category: Ope- Park Equipment							
195126	Carousel	Roseneath Park Playground					
Category: Tpt- Roads							
172269	Access Rd - Into Brendan Cres Entr...		Minor Road				
Risk ID	Risk Name	Risk Item	Assigned To	Status	Likelihood	Consequence	Risk Score
25	Flooding	Natural Disasters		Open	4 - Likely	3 - Moderate	
26	Flooding	Natural Disasters		Open	4 - Likely	3 - Moderate	
27	Road deteriora...	Financial/Safety		Open	4 - Likely	3 - Moderate	
28	Road condition...	Financial/Safety	Hunt, David	Closed	3 - Possible	3 - Moderate	
Category: Zzz- Roads (IRIS) (OLD)							
59767	Access Rd - Bitumen To Roseneath ...		Minor Road				
Risk ID	Risk Name	Risk Item	Assigned To	Status	Likelihood	Consequence	Risk Score
17	Flooding	Natural Disasters		Open	4 - Likely	3 - Moderate	
18	Flooding	Natural Disasters		Open	4 - Likely	3 - Moderate	
19	Road deteriora...	Financial/Safety		Open	4 - Likely	3 - Moderate	
20	Road condition...	Financial/Safety	Hunt, David	Closed	3 - Possible	3 - Moderate	
21	Flooding	Natural Disasters		Open	4 - Likely	3 - Moderate	
22	Flooding	Natural Disasters		Open	4 - Likely	3 - Moderate	
23	Road deteriora...	Financial/Safety		Open	4 - Likely	3 - Moderate	
24	Road condition...	Financial/Safety	Hunt, David	Closed	3 - Possible	3 - Moderate	

Keywords:  Search    Enable search

Report Generation requested on: 10/17/2014 1:14:48 AM | Generated on: 10/17/2014 1:15:08 AM

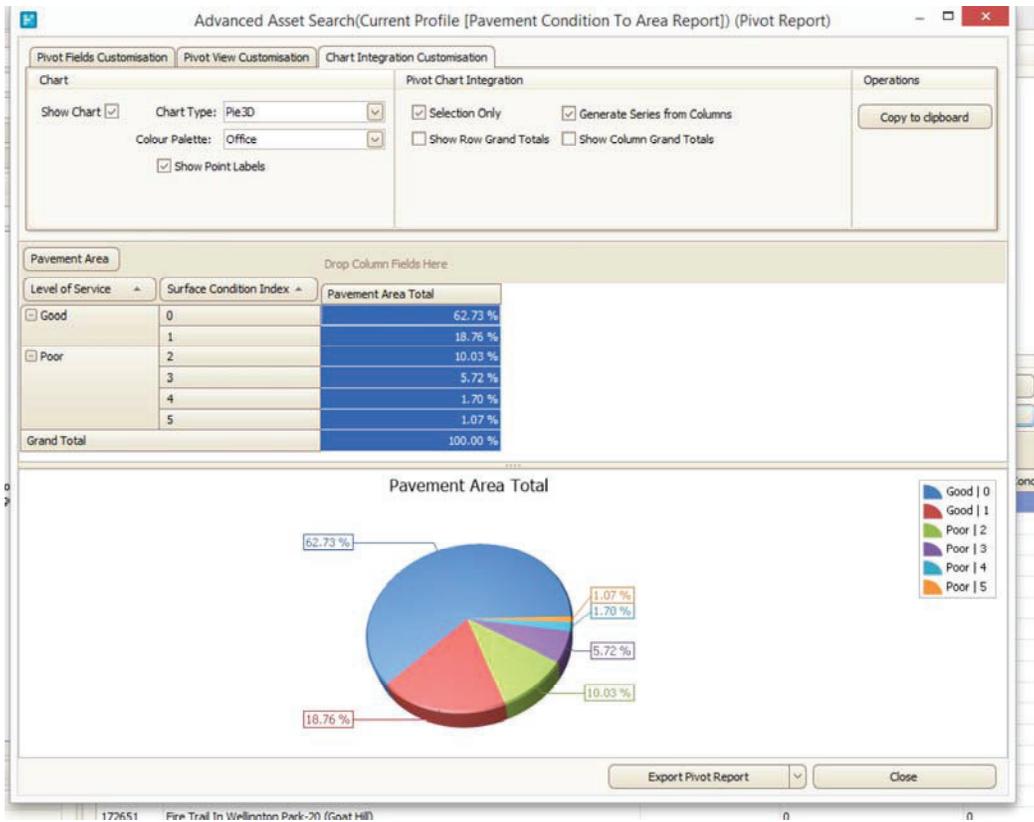


R7 TCA Reporting Fully Assetic's Valuation reporting generates a TCA Report that provides the necessary data for year-end audited financial statement disclosure as per PSAB 3150 such as opening balances, additions & betterments, disposals, write-offs, accumulated amortization and current year amortization.

Financial Sub Class	Opening Balance	Addition	Disposal	Adjustments	Closing Balance	Post Closing Bal...	Opening Balance	Addi
	\$0.00	\$48,063,305.40	\$0.00	\$0.00	\$48,063,305.40	\$48,063,305.40	\$0.00	\$
	\$443,776.89	\$0.00	\$0.00	\$0.00	\$443,776.89	\$443,776.89	\$238,115.53	
Housing	\$0.00	\$509,669.36	\$0.00	\$0.00	\$509,669.36	\$509,669.36	\$0.00	
Art & Sculptures	\$0.00	\$17,679.00	\$0.00	\$0.00	\$17,679.00	\$17,679.00	\$0.00	
Buildings	\$28,290,694.30	\$1,302,091.48	\$0.00	\$0.00	\$29,592,785.78	\$29,592,785.78	\$15,653,014.50	
Buildings (Market Value)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Buildings Equipment & Furniture	\$7,780,890.77	\$0.00	\$0.00	\$0.00	\$7,780,890.77	\$7,780,890.77	\$4,923,571.15	
Buildings Plant & Equipment	\$37,338,239.22	\$0.00	\$0.00	(\$3,751,739.90)	\$33,586,499.32	\$33,586,499.32	\$22,981,087.65	
	\$73,409,824.29	\$1,319,770.48	\$0.00	(\$3,751,739.90)	\$70,977,854.87	\$70,977,854.87	\$43,557,673.30	
IT Infrastructure	\$0.00	\$1,099.00	\$0.00	\$0.00	\$1,099.00	\$1,099.00	\$0.00	
Stormwater Drainage	\$0.00	\$11,808.24	\$0.00	\$0.00	\$11,808.24	\$11,808.24	\$0.00	
	\$83,347,218.89	\$0.00	\$0.00	\$0.00	\$83,347,218.89	\$83,347,218.89	\$11,568,917.03	
Parks	\$9,662.00	\$0.00	\$0.00	\$0.00	\$9,662.00	\$9,662.00	\$9,662.00	
	\$83,356,880.89	\$0.00	\$0.00	\$0.00	\$83,356,880.89	\$83,356,880.89	\$11,578,579.03	
Roads - Unsealed	\$0.00	\$218,892.00	\$0.00	\$0.00	\$218,892.00	\$218,892.00	\$0.00	
	\$0.00	\$181.13	\$0.00	\$0.00	\$181.13	\$181.13	\$0.00	
Sewer Mains	\$0.00	\$331,292.45	\$0.00	\$0.00	\$331,292.45	\$331,292.45	\$0.00	
SEWER NODES	\$0.00	\$25,460.00	\$0.00	\$0.00	\$25,460.00	\$25,460.00	\$0.00	
Treatment Plant	\$0.00	\$1,026,206.00	\$0.00	\$0.00	\$1,026,206.00	\$1,026,206.00	\$0.00	
	\$0.00	\$1,383,139.57	\$0.00	\$0.00	\$1,383,139.57	\$1,383,139.57	\$0.00	
	\$0.00	\$331,292.45	\$0.00	\$0.00	\$331,292.45	\$331,292.45	\$0.00	
Sewer	\$0.00	\$518,302.98	\$0.00	\$0.00	\$518,302.98	\$518,302.98	\$0.00	
Sewer Pumps	\$0.00	\$19,500.00	\$0.00	\$0.00	\$19,500.00	\$19,500.00	\$0.00	
Sewer Treatment Facility	\$0.00	\$25,162,967.53	\$0.00	\$0.00	\$25,162,967.53	\$25,162,967.53	\$0.00	\$:

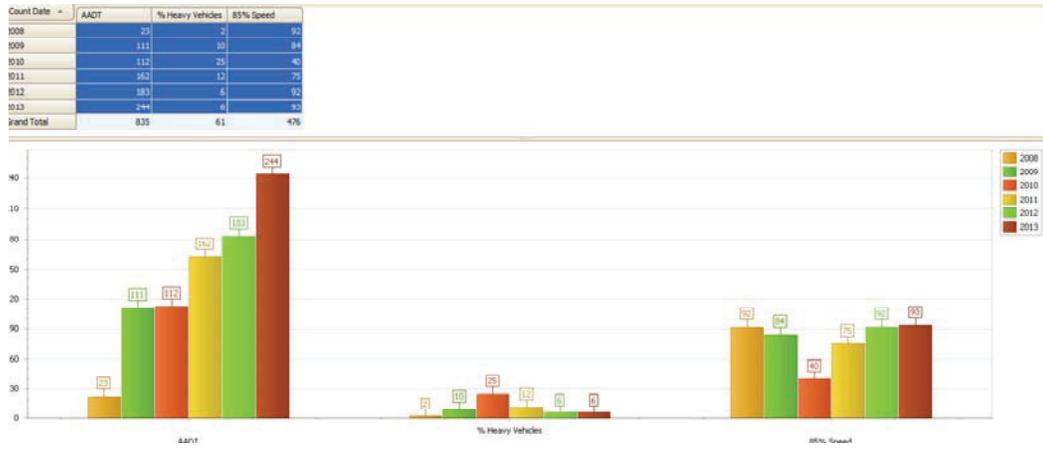


R8      Asset LOS Reports      Fully      The Advanced Reporting tool allows the user to create custom level of service reports on existing and historical data. Below show the Surface Condition of the Road Network by Area split into its corporate LOS.



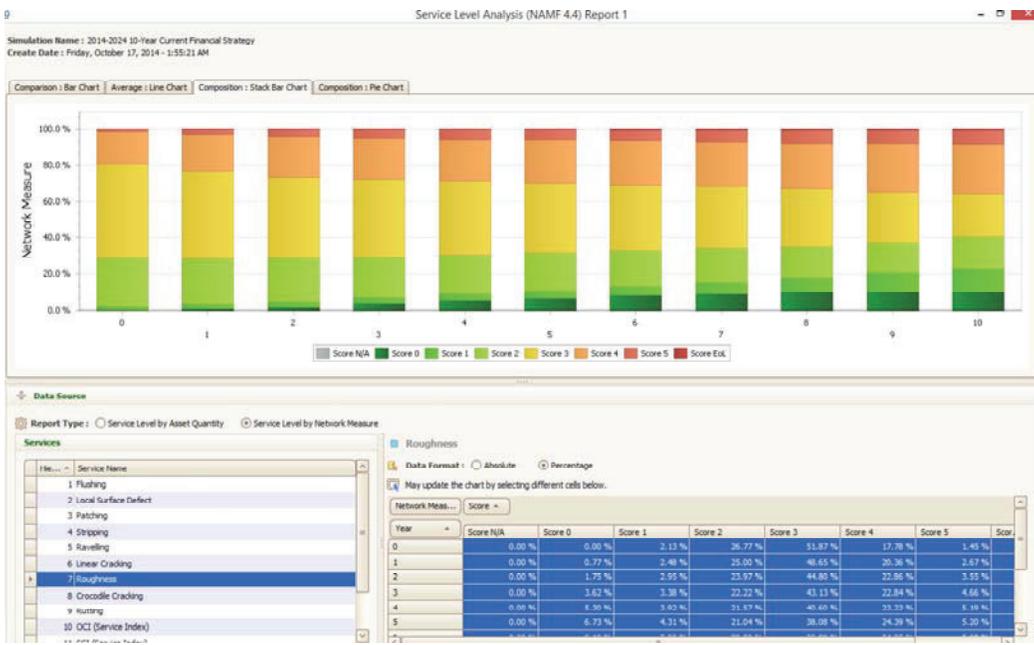
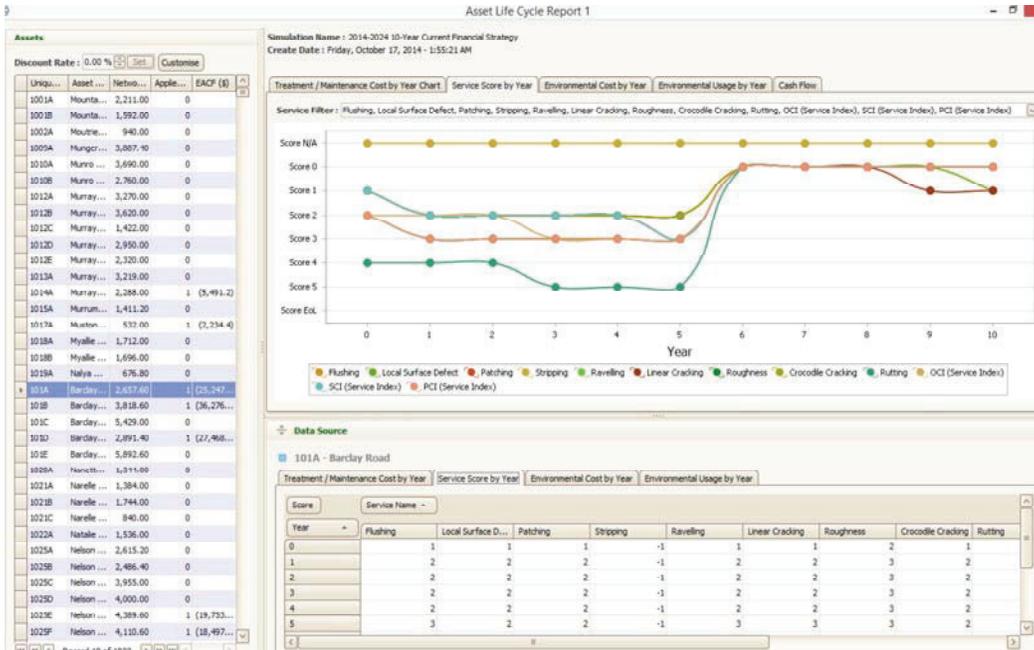


R9                      OMBI Reporting (KPI)                      Fully                      The Advanced Reporting tool allows the user to create custom report for existing and future OMBI performance measure. Below is traffic volume example. See R8 for a condition example.





R10 Condition Forecasting Reports Fully Condition Forecasting can be done on and individual Asset or Component and at the Asset Type level and can be compared based on multiple scenarios.



R11      Asset Capacity Report      Fully      Assetic can track Actuals v Design or Target across multiple different Asset Categories, example below is Fleet Utilization.

Fleet Utilisation (Charged Hour) Detail Report Form

Whole Life Cycle    Date Range: From 1/07/2012 to 16/04/2013    Load Data    Full Expression Controls    Show Columns Control

Profiles:    Load    Remove    Add Profile Name Here    Save    Pivot Report

Department    Asset Type

Inventory	Dates		Utilization (Hours)							
Asset ID	Department	Section	Asset Type	Asset Sub Type	Make	Model	Current Hrs	Target Current Hrs	Target Annual Hrs	Utilization (%)
Department: Infrastructure & Planning Services										
Asset Type: Graders										
34	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	John Deere	670CH	736.00	794.52	1,000.00	92.63 %
207	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	Caterpillar	12H	477.00	794.52	1,000.00	60.04 %
310	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	Caterpillar	12M	829.00	794.52	1,000.00	104.34 %
321	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	Caterpillar	12H	633.00	794.52	1,000.00	79.67 %
1129	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	John Deere	670D	610.00	794.52	1,000.00	76.78 %
8036	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	Caterpillar	120H	792.00	794.52	1,000.00	99.68 %
8058	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	Caterpillar	120H	846.00	794.52	1,000.00	106.48 %
8059	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	Caterpillar	12M	619.00	794.52	1,000.00	77.91 %
8076	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	Caterpillar	12H	701.00	794.52	1,000.00	88.23 %
8127	Infrastructure & Planning Services	Roads & Drainage	Graders	Graders	Caterpillar	12M	749.00	794.52	1,000.00	94.27 %
Asset Type: Rollers										
307	Infrastructure & Planning Services	Roads & Drainage	Rollers	Multi-Tyred	Anmann	AP240 Pneumatic	96.00	238.36	300.00	40.28 %
8128	Infrastructure & Planning Services	Roads & Drainage	Rollers	Multi-Tyred	Sakai	GW 750-2	280.00	794.52	1,000.00	35.24 %

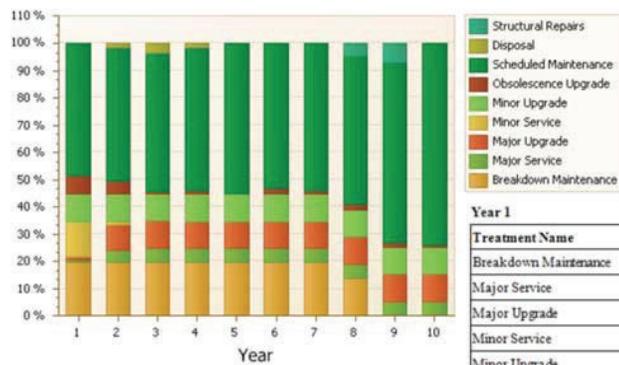


R12 Capital Project Listings – Multiple Fully Budgets

Below are the Works Prioritization report, showing both graphical and tabular information (Can also be drilled down to individual Projects) and the Budget Aggregation Report showing multiple budgets across Asset categories. Trade off analysis reports can also be used to assess the effect of moving budget between Asset Types or categories.

### Works Prioritisation Summary

Simulation: Hawkston Buildings  
Date: Friday, 21 January 2011



**Year 1**

Treatment Name	Cost	Percentage
Breakdown Maintenance	\$212,500.00	19.68 %
Major Service	\$10,000.00	0.93 %
Major Upgrade	\$10,000.00	0.93 %
Minor Service	\$142,500.00	13.19 %
Minor Upgrade	\$110,000.00	10.19 %
Obsolescence Upgrade	\$70,000.00	6.48 %
Scheduled Maintenance	\$525,000.00	48.61 %
<b>Annual Total</b>	<b>\$1,080,000.00</b>	<b>100.0 %</b>

**Year 2**

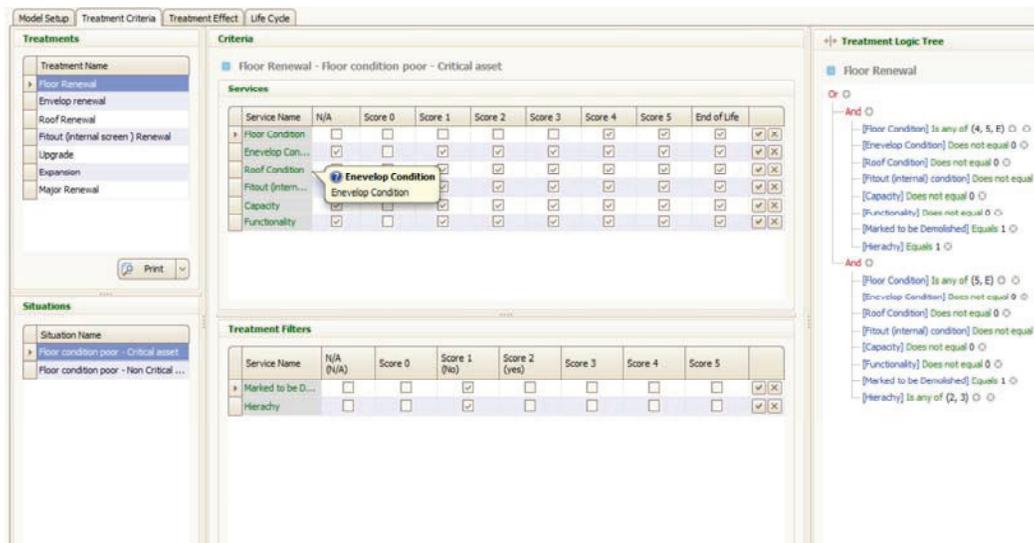
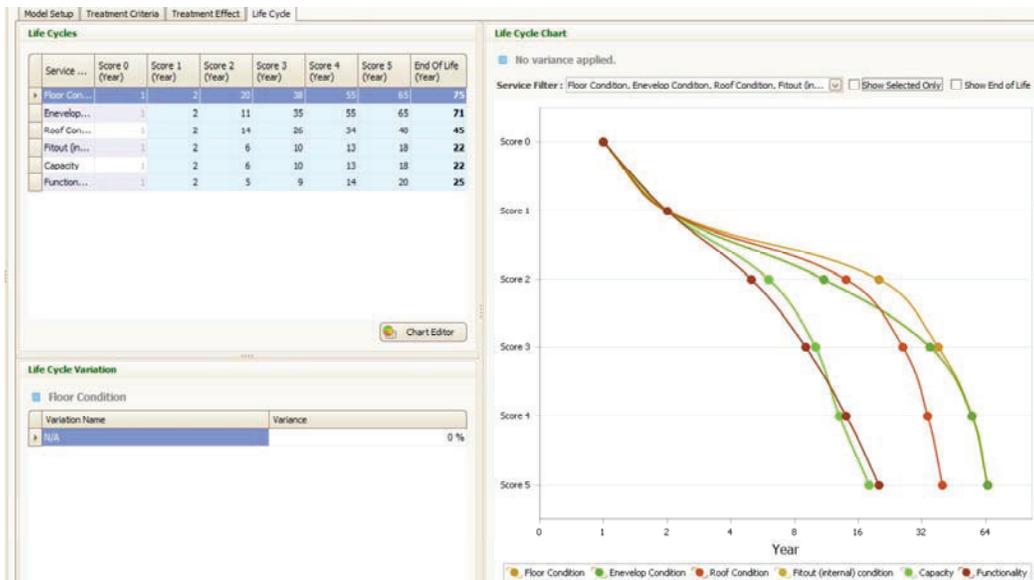
Treatment Name	Cost	Percentage
Breakdown Maintenance	\$212,500.00	19.68 %
Disposal	\$15,000.00	1.39 %

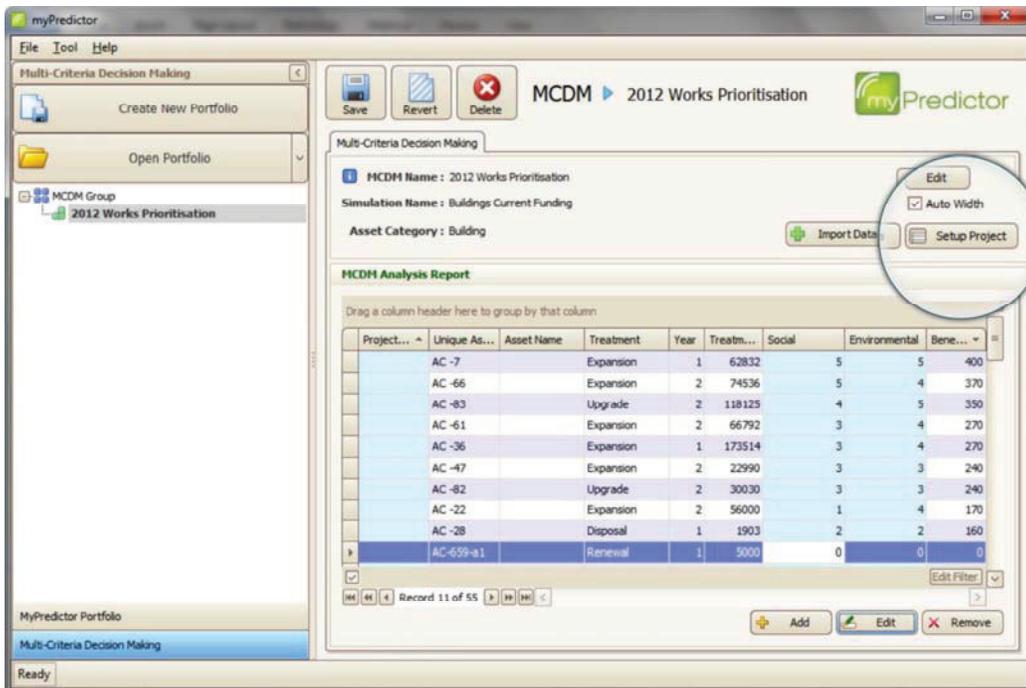




R13 Capital Project Listings - Fully Business Case and related documentation can be stored against the predicted treatment or related Asset as shown below

R14 Asset Intervention Fully Assetic provides multiple reports, modules and options to drive asset intervention including but not limited to  
 \*Year Level Comparison Report  
 \*Treatment Criteria Modeling  
 \*Life – cycle algorithms  
 \* Multi Criteria Decision Module



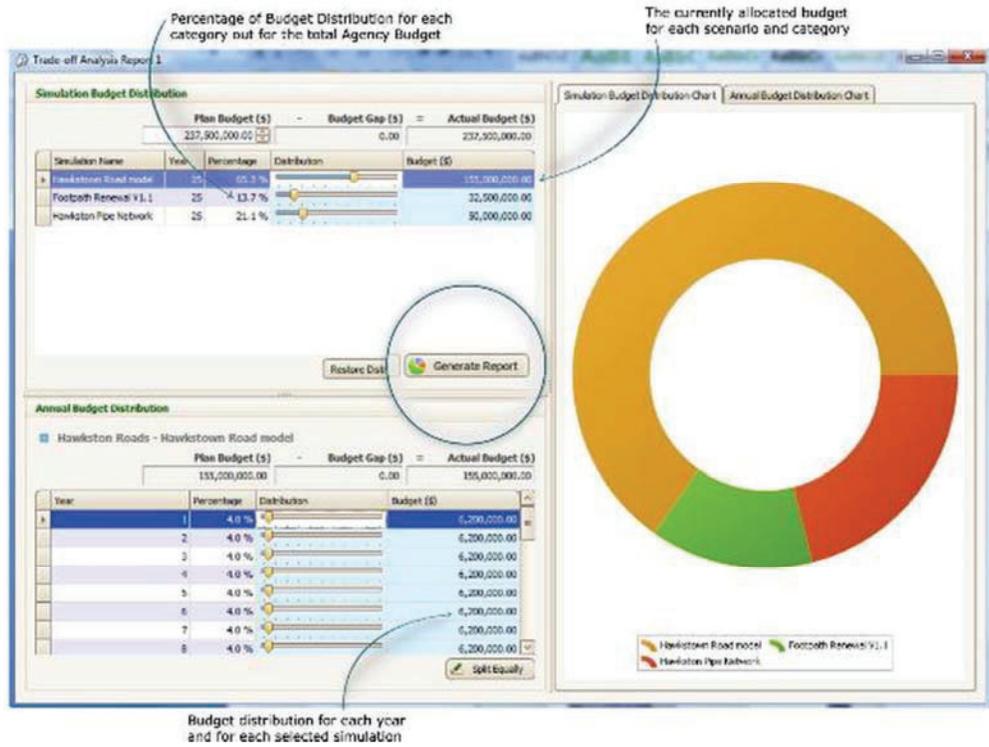


R15      Lifecycle Costing Report      Fully      \*\* see R4

R16      Prioritized Capital Project Listing – within Service Area      Fully      \*\* see R14



R17	Prioritized Capital Project Listing - Between Service Area	Fully	** see R13 plus the Trade off Analysis report below, which gives the user simple tools to Analysis the effect of moving Budget \$ across service areas
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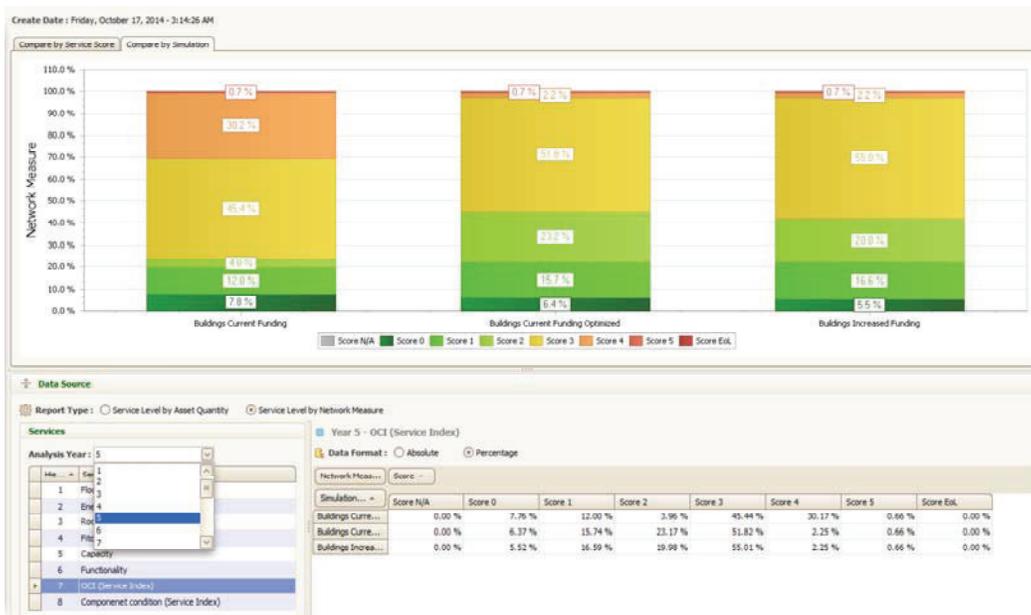


R18	Risk Forecasting Report	Fully	*see R6
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R19      LOS      Fully  
 Forecasting

Assetic allows the user simple and powerful tools to compare multiple LOS based on different funding scenarios. Below you see a report showing the current Service level scores across three scenarios and multiple years all on a one user friendly interface.



R20      What if      Fully  
 scenario simulator

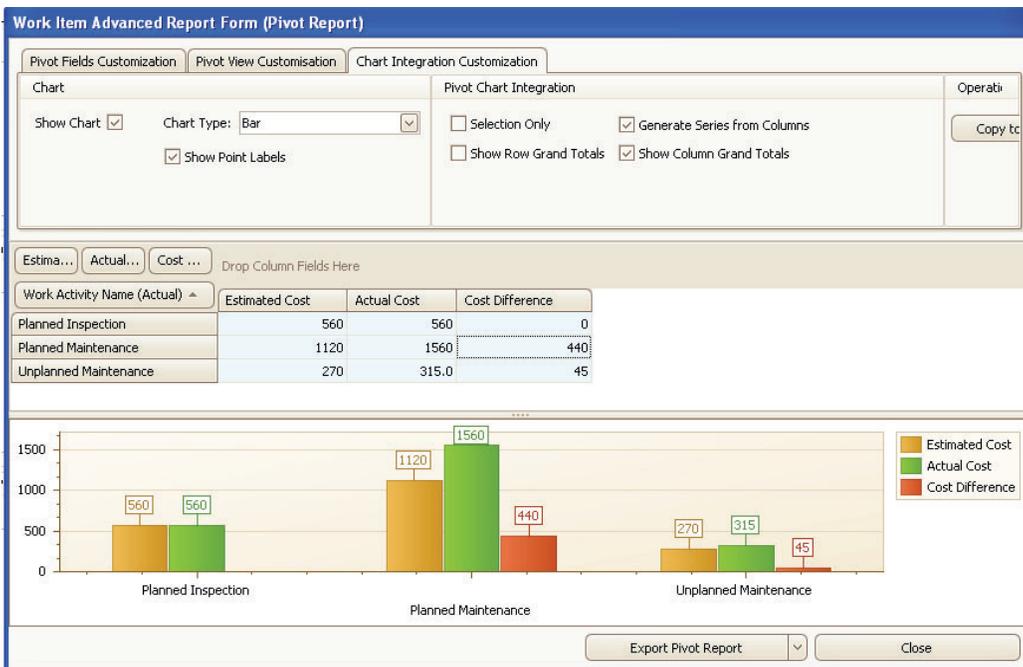
See R19 and R6





R22 Capital Fully Actual and Planned capital cost can be capture direct or pulled from existing systems and reported using Assetic's advanced reporting tools

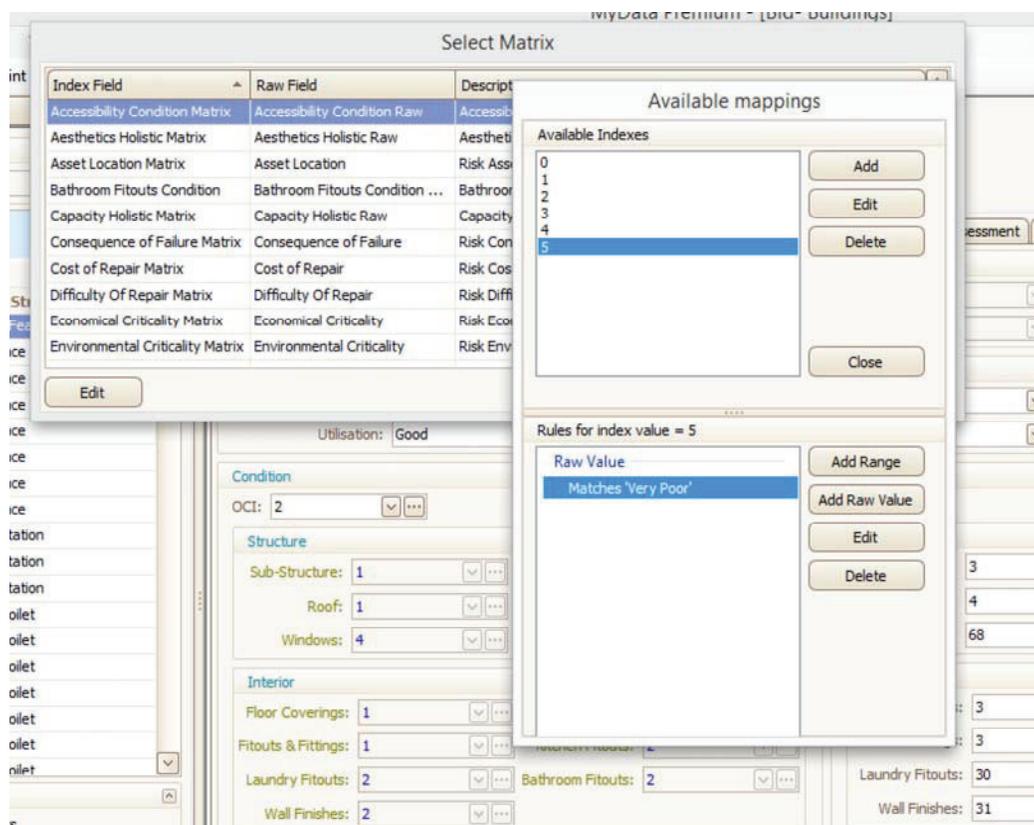
delivery tracking report



## System Analysis and Computation

System Analyses and Computation Tool      Assetic Tool Description

4.2.1 Condition Rating Converter      Condition Matrix tool: Allows the user to scale between any qualitative or quantitative scale, while also maintaining both sets of data



4.2.2 Deterioration Modeling	<p>myPredictor is a performance modelling tool that is designed to cater for long-term planning of infrastructure assets. It is based on the recommendations in the International Infrastructure Management Manual.</p> <p>The key features are:</p> <ul style="list-style-type: none"> <li>• Produces 5-30 year financial profiles of funding requirements for a range of service levels</li> <li>• Determines the best level of service that can be provided for a given level of funding</li> <li>• Predicts the future levels of service for a network with an increased, reduced or fixed level of funding</li> <li>• Determines the costs of bringing assets up to a satisfactory standard</li> <li>• Determines the future maintenance needs to keep assets at a satisfactory standard</li> <li>• Produces Capital Work Programs by locations and recommends treatments and costings</li> <li>• Models on the basis of asset condition, service capacity, functionality, criticality and asset adequacy</li> <li>• Produces financial and life-cycle reports that can be embedded into asset management plans</li> <li>• Multi Criteria Decision Making tool prioritizes and ranks projects selected for capital works using subjective criteria such as social benefits, stakeholder reward and economic rationality, risk and criticality of service</li> </ul>
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\*see sections R.....

4.2.3 Asset Depreciation Calculator	The Assetic Depreciation Schedules modules allow depreciation of assets at historical cost, using all standard depreciation methods.
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4.2.4 Asset Replacement Cost Calculator	The Assetic Fair Value (Replacement Cost) module allow depreciation of assets at Replacement cost, using standard and user-defined Valuation Patterns
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\*see R4

4.2.5 Life Cycle Calculator	See 4.2.2
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4.2.6 Funding Gap Calculator	See 4.2.2 and R5
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4.2.7 Asset Risk Assessment Calculator	See R6
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4.2.8 Asset Risk Assessment Forecaster	See R6
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4.2.9 Cost / Benefit Calculator

See 4.2.2 and R14

4.2.10 Project Prioritization Tool

See 4.2.2 and R14

4.2.11 LOS/Risk Scenario Analyzer

See 4.2.2 and R14

4.2.12 Data Aggregation Tool

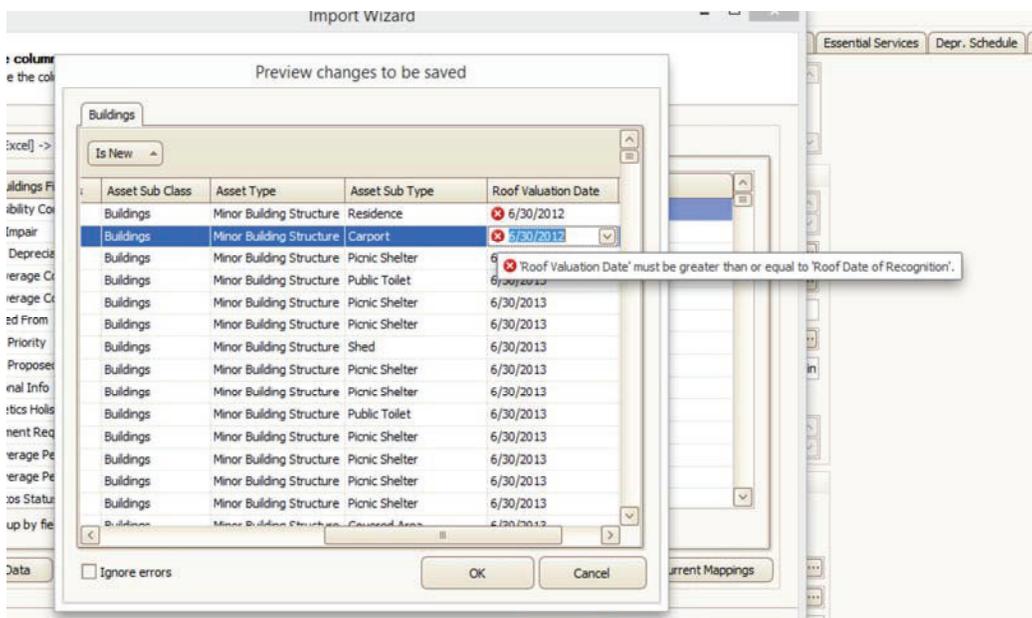
See R21

4.2.13 Data Query Tool

See R21

4.2.14 Data QA/QC tools

The Assetic Data Import tools have built in QA functionality, with user friendly tips to help users with data integrity. Data can be imported from Excel, Access, Shape files, TAB files, SQL, etc..





## Appendix B – Equipment Resources

Below is an extract from the Assetic Deployment Guide. The full guide is available to all client via the Assetic knowledgebase website.

### System Requirements

To deploy the system in a network environment, one or more servers that are running a Windows Server operating system are required. Minimum required specifications include:

#### Database Server

- SQL Server 2008R2/2012 Standard Edition or above
  - With SQL Server Analysis Services
- Server stored in a secure location, ideally in a dedicated server room with sufficient air conditioning and provision redundancy (UPS, backup power generator)
- Tape drive/network backup and procedures in place
- Windows® 2008/2012 Server Editions
- Intel™ quad core or similar processor
- 8GB of System Memory
- 20GB of Free hard drive space (Additional space required for backups)
- Microsoft .NET Framework 4.0 (Full)

#### File Server (Shared Directory)

- 20GB of Free hard drive space (Additional space will depend on documents and photos attached)
- Server stored in a secure location, ideally in a dedicated server room with sufficient air conditioning and provision redundancy (UPS, backup power generator)
- Tape drive/network backup and procedures in place
- Windows® 2008/2012 Server Editions
- Intel™ quad core or similar processor
- 8GB of System Memory

#### Desktop Clients

- Windows® Vista, 7 or 8 (with 100% DPI setting)
- Intel™ I5 or higher processor
- 4GB of System Memory
- 2GB of Free hard drive space
- Microsoft .NET Framework 4.0 (Full)

## Appendix C – References

### Glenorchy City Council, TAS

When Glenorchy City Council started rolling out its new strategic asset management framework, members of Glenorchy's Asset Management Committee attended an asset management seminar that was held in Hobart by Assetic.

What we learned from that seminar was that we had not considered all aspects involved in asset management to ensure we were putting together a long-term robust framework that would support our future strategies and policies. From that point, we developed an excellent and valued relationship with Assetic. They were able to quickly point out what we were doing well and where and what our deficiencies were.

Assetic have been instrumental in leading and assisting Glenorchy City Council in developing a full asset management framework implementation across all asset and infrastructure groups. Assetic steered the special SAMG team (Strategic AM group), involved all stake holders at all levels, and has empowered the team at Glenorchy to continue to set the AM practice in place.

Assetic has developed an implementation process that takes into account, and helps manage the change process and ensures everyone involved takes full ownership of the outcomes. This was recognised and proved invaluable when the project involved informing and convincing Glenorchy's Aldermen that better planning was required to preserve and maintain council's infrastructure assets. Part of the communication strategy used by Assetic involved work-shopping Aldermen and key staff together periodically, when key milestones were reached. This ensured information flowed freely and effectively from all involved. The communication process and provision of information in practical terms to Aldermen proved to be extremely effective, as detailed in the following quote from Glenorchy City Councils Corporate Accountant, who wrote,

*On Monday night Council passed its budget. The budget (based on our new policies) contained a rate rise of 5.38%. Whilst any rate rise is regrettable, considering that 12 months ago the general rate rise was 0.00%, this was quite an achievement. On budget night, many Aldermen spoke strongly in favour of the asset management process and supported such a rise, due primarily to the need to prevent our assets decaying further.*

*To have Aldermen looking beyond 12 months, well into the future and towards the legacy they may leave was fantastic. I have no doubt that without Assetic assistance such a change would not have been possible.*

*In my view, our ability (through myPredictor) to clearly illustrate the consequences of under-funding our assets was the pivotal moment in this process.*

Overall, I would sum up by saying that the whole process has had a huge impact on the way this council now manages its assets. Assetic's guidance was integral in developing an effective asset management framework, asset assessment and modelling tools, new asset policies and councils service level standards.

Referee Name	Council	Phone and Email	Details
<b>Peter Fortune</b> Asset Engineer	Brimbank City Council (VIC)	<i>tel.</i> (02) 92494248  <i>email.</i> petergf@brimbank.vic.gov.au	Assetic SAM: Setup and Implementation for one of the most advanced asset management framework for road and facility assets for 12 years. Complete documentation and training in assessments, data corporatisation, valuations and prediction models that have fine-tuned, calibrated, tested and proven for performance. Paper presented at IPWEA Congress 2000 and 2002.
<b>Dominic D'Martino</b> Asset Manager		<i>tel.</i> (03) 9249 4351  <i>email.</i> dominicDM@brimbank.vic.gov.au	
<b>Andrew Keith</b> Asset Manager	Griffith City Council (NSW)	<i>tel.</i> (02) 6969 4836  <i>email.</i> andrew.keith@griffith.nsw.gov.au	Assetic SAM: Setup and Implementation for one of the most advanced asset management framework for road and facility assets for 12 years. Complete documentation and training in assessments, data corporatisation, valuations and prediction models that have fine-tuned, calibrated, tested and proven for performance. Paper presented at IPWEA Congress 2000 and 2002.
<b>Graeme Fletcher</b> Asset Engineer	Cardinia Shire (VIC)	<i>tel.</i> (03) 5945 4252  <i>email.</i> G.Fletcher@cardinia.vic.gov.au	Assetic SAM: Complete documentation and training in road assessments and prediction models that have fine-tuned, calibrated, tested and proven for performance. Asset Management Plans developed. Paper presented at Roads Congress 2005 and IPWEA 2004.
<b>Linda Hasthorpe</b> Asset Engineer	Latrobe City (VIC)	<i>tel.</i> (03) 5128 5486  <i>email.</i> linda.hasthorpe@latrobe.vic.gov.au	Assetic SAM all asset classes: Complete documentation and training in asset assessments, valuations and prediction models that have fine-tuned, calibrated, tested and proven for performance. Asset Management Plans developed.
<b>Andrew Vermeij</b> Asset Engineer	Gosford City Council (NSW)	<i>tel.</i> (02) 4325 8222  <i>email.</i> andrew.vermeij@gosford.nsw.gov.au	Assetic SAM: Setup and Implementation for one of the most advanced asset management framework for road assets. Complete documentation and training in road assessments, data corporatisation, valuations and prediction models that have fine-tuned, calibrated, tested and proven for performance. Data setup and Models were presented to State Road Authority as an example of best practice asset management. Presented paper at IPWEA world congress 2009.
<b>John Miller</b> Asset Management Coordinator	Melton Shire Council (VIC)	<i>tel.</i> (03) 9747 5358  <i>email.</i> johnm@melton.vic.gov.au	Leading edge modelling and asset registry setup. One of the best national showcase sites.

<b>John Chapman</b> Director of Corporate Services	Oberon Council (NSW)	<i>tel.</i> (02) 6336 1100  <i>email.</i> chapmanj@oberon.nsw.gov.au	Complete setup of Assetic SAM for sealed and unsealed roads, footpaths, kerbs, bridges, sewer, buildings and water assets. Setup includes inventory, condition data and valuations of infrastructure.  Implementation of Assetic SAM including condition assessment logging, modelling and producing long-term scenarios for asset management plans, currently underway.
<b>Marcus Smith</b> Asset Manager	District Council of Mt Barker (SA)	<i>tel.</i> (08) 8391 7215  <i>email.</i> msmith@dcmtbarker.sa.gov.au	Leading edge modelling and asset registry setup. One of the best national show-case site. Presented paper at IPWEA world congress 2009.
<b>Jan Korek</b> Asset Manager	City of Stirling (WA)	<i>tel.</i> (08) 9345 8641  <i>email.</i> korek.jan@stirling.wa.gov.au	The best national framework SAM setup for Buildings and Roads including strategic repositories and long term modelling - all used for Council Asset Management Plans.
<b>Kanwal Singh</b> Asset Manager	Kalamunda Shire (WA)	<i>tel.</i> (08) 9257 9950  <i>email.</i> kanwal.singh@kalamunda.wa.gov.au	Leading edge modelling and asset registry setup. One of the best national show-case site. Presented paper at IPWEA world congress 2011.
<b>Jeff Breen</b> Executive Manager - Engineering	Shire of Ashburton (WA)	<i>tel.</i> (08) 9188 4445  <i>email.</i> jeffrey.breen@ashburton.wa.gov.au	Currently underway to develop asset models and data for all asset classes and provide a 5 year capex program based on DLG guidelines.
<b>Luke Ertzen</b> Asset Director	City of Geraldton (WA)	<i>tel.</i> (08) 9956 6693  <i>email.</i> lukeertzen@cgg.wa.gov.au	World-class repository and planning management setup capturing detailed asset data in Assetic for future decision-making.
<b>Nicola Grant</b> Asset Manager	Cessnock City (NSW)	<i>tel.</i> (02) 4993 4248  <i>email.</i> nicola.grant@cessnock.nsw.gov.au	Leading edge SAM framework, asset repository and modelling in Assetic for all asset classes including asset management plans based on scenario analyses.
<b>Michael Chorlton</b> Manager Financial Services	Tweed Shire Council (NSW)	<i>tel.</i> (02) 6670 2431  <i>email.</i> mchorlton@tweed.nsw.gov.au	Leading edge modelling and asset registry setup. One of the best national showcase sites.
<b>David Hobson</b> Asset Management Coordinator	Whitsunday Regional Council (QLD)	<i>tel.</i> (07) 4945 0655  <i>email.</i> david.hobson@whitsundayrc.qld.gov.au	Leading edge modelling and asset registry setup. One of the best national showcase sites.
<b>Martin Terescenko</b> Asset Manager	Lane Cove Council (NSW)	<i>tel.</i> (02) 9911 3555  <i>email.</i> mtereskenko@lanecove.nsw.gov.au	Assetic SAM: Setup and Implementation for one of the most advanced asset management framework for road assets. Complete setup in road assessments, data corporatisation, valuations and prediction models that have fine-tuned, calibrated, tested and proven for performance.

<p><b>Brenden Quabba</b> Executive Manager – Construction and Maintenance</p>	<p>Townsville City Council (QLD)</p>	<p><i>tel.</i> (07) 4727 8400</p> <p><i>email.</i> brenden.quabba@townsville.qld.gov.au</p>	<p>Assetic SAM: Setup and Implementation for one of the most advanced asset management framework for road assets. Complete documentation and training in road assessments, data corporatisation, valuations and prediction models that have fine-tuned, calibrated, tested and proven for performance. Data setup and Models were presented at various state conferences by council staff.</p>
<p><b>John Raymond</b> Asset Manager</p>	<p>Mitcham City (SA)</p>	<p><i>tel.</i> (08) 8372 8843</p> <p><i>email.</i> jraymond@mitchamcouncil.sa.gov.au</p>	<p>Complete setup of Assetic SAM for sealed and unsealed roads, footpaths, kerbs, bridges, sewer, buildings and water assets. Setup includes inventory, condition data and valuations of infrastructure.</p> <p>Implementation of Assetic SAM including condition assessment logging, modelling and producing long-term scenarios for asset management plans, currently underway.</p>
<p><b>Alex Green</b> Director</p>	<p>Corangamite Shire (VIC)</p>	<p><i>tel.</i> (03) 5593 7100</p> <p><i>email.</i> alex.green@corangamite.vic.gov.au</p>	<p>Complete setup of Assetic SAM for sealed and unsealed roads, footpaths, kerbs, bridges, sewer, buildings and water assets. Setup includes inventory, condition data and valuations of infrastructure.</p> <p>Implementation of Assetic SAM including condition assessment logging, modelling and producing long-term scenarios for asset management plans, currently underway.</p>
<p><b>Warren Reimann</b> Finance Manager</p>	<p>City of Victor Harbor (SA)</p>	<p><i>tel.</i> (08) 8551 0500</p> <p><i>email.</i> wreimann@victor.sa.gov.au</p>	<p>Complete setup of Assetic SAM for sealed and unsealed roads, footpaths, kerbs, bridges, sewer, buildings and water assets. Setup includes inventory, condition data and valuations of infrastructure.</p> <p>Implementation of Assetic SAM including condition assessment logging, modelling and producing long-term scenarios for asset management plans, currently underway.</p>
<p><b>Lindsay Tanner</b> Director</p>	<p>City of Wagga Wagga (NSW)</p>	<p><i>tel.</i> (02) 6926 9480</p> <p><i>email.</i> tanner.lindsay@wagga.nsw.gov.au</p>	<p>Commenced 2011</p>
<p><b>Kylie White</b> CFO</p>	<p>Westernport Region Water Corporation (VIC)</p>	<p><i>tel.</i> (03) 5956 4121</p> <p><i>email.</i> kwhite@westernportwater.com.au</p>	<p>SAM water module implementation including long term asset modeling and prediction</p>
<p><b>Lachlan McGregor</b> Senior Engineer Asset Delivery</p>	<p>Goulburn Valley Water (VIC)</p>	<p><i>tel.</i> (03) 5832 0710</p> <p><i>email.</i> LachlanM@gvwater.vic.gov.au</p>	<p>SAM water module implementation including long term asset modeling and prediction</p>

<p><b>John Skinner</b> Asset Manager</p>	<p>Midcoast Water (NSW)</p>	<p><i>tel.</i> 1300 133 455 <i>email.</i> <a href="mailto:john.skinner@midcoastwater.nsw.com.au">john.skinner@midcoastwater.nsw.com.au</a></p>	<p>SAM water module implementation including long term asset modeling and prediction</p>
<p><b>Sydney Shang</b> IT Manager</p>	<p>Fraser Coast Regional Council (QLD)</p>	<p><i>tel.</i> <i>email.</i> <a href="mailto:sydney.shang@frasercoast.qld.gov.au">sydney.shang@frasercoast.qld.gov.au</a></p>	<p>Assetic SAM: Setup and Implementation for one of the most advanced asset management framework for road and facility assets for 12 years. Complete documentation and training in assessments, data corporatisation, valuations and prediction models that have fine-tuned, calibrated, tested and proven for performance. Paper presented at IPWEA Congress 2000 and 2002.</p>
<p><b>Michael Messner</b> Asset Manager</p>	<p>Bankstown City Council (NSW)</p>	<p><i>tel.</i> <i>email.</i> <a href="mailto:Michael.messner@bankstown.nsw.gov.au">Michael.messner@bankstown.nsw.gov.au</a></p>	<p>Complete setup of Assetic SAM for sealed and unsealed roads, footpaths, kerbs, bridges, sewer, buildings and water assets. Setup includes inventory, condition data and valuations of infrastructure.  Implementation of Assetic SAM including condition assessment logging, modelling and producing long-term scenarios for asset management plans, currently underway.</p>

## Appendix D - Experience and Capacity

### Strategic Asset Management

Element	Experience and Capacity
Asset Hierarchies	Developed hierarchies across all 40+ infrastructure asset sub-classes on over 100 sites.
Cost / Benefit Analysis	Developed cost-benefit prioritisation methods for 12 councils in last two years for Capital Works Prioritisation. Now extending to Investment Logic Mapping and Multi-Criteria Analysis using IIMM methods.
Condition and Level of Service Assessment	Applied industry specific frameworks for assessments of infrastructure and developed over 200 assessment guidelines. Now introducing Star-Rating Concept in WA sites after successful run in NSW, Vic, Qld and SA.
Deterioration Models	Developed over 150 deterioration models, performance models, failure modes, paths of progression and decay curves for various asset classes. Models have been successfully applied to develop long term financial models, seek additional roads to recovery funding; government grants demonstrate impact of current funding and writing AM plans and strategies.
Policies and Strategies	Developed policies and strategies on a range of asset classes and processes for over 40 sites in last five years.
Pricing Models	Currently developing an annuity model for several authorities to determine a pricing model for charging for future services.
Risk Assessment;	Trained over 1500 Council workers in risk assessment in line with legislative needs.
Service Standards	Developed over 100 service level standards across a range of Councils and asset classes over last 4 years.

### Tactical Asset Management

Elements	Experience and Capacity
Asset evaluation	Implemented on over 100 sites.
Asset Management Plans	
Asset Valuation	Over 50 Council valuations done in last 4 years including pre-audits and development of valuation methods. Infrastructure assets only – we do not do market valuations of buildings or plant/equipment.

Condition Assessment	Trained over 6 contracting firms in delivering specific condition audits to 15 councils in last 4 years. Trained and accredited Council staff (50 sites) over last six years using a 2 day accreditation process. Trained over 1000 council staff in condition inspections in accordance with Road Management Act.
Custom Agreements	Developed service level agreements for over 100 sites across all asset classes.
Customer Charters	
Maintenance Review / Audit	Undertaken review, assessments, and diagnostics on 60 sites in last four years including a recommendation report on forward planning.
Micro Models	
Operational / Process Audits	
Pavement Management	Developed over 50 pavement management frameworks in Queensland, NSW, Vic, WA and Tas. Setup and developed pavement management systems, performance reporting tools, condition analysis frameworks and pavement reporting methods.
Performance Assessment and Benchmarking	All part of Step-Watch deployment on over 100 sites. We develop a complete framework manual which is Council specific and includes a detailed section on each of these elements. They are developed from ground-up and endorsed by Council as the way forward to practice and measure asset management.
Program Development and Scheduling	
Project Prioritization	
Remaining Life Assessment	
Resource Allocation	

# Mr Ashay Prabhu



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- Qualifications**
- Bachelor of Engineering with Hons (1992)
  - Asset Management Systems, Deakin University – Distinction

- Summary of Positions Held**
- Director – ACEAM Pty Ltd.
  - Director – Assetic Pty Ltd
  - Director of Training – Asia Pacific Institute of Good Asset Management.
  - Founding Director – ACORN Inc
  - Member of National Interview Panel – I.E(Aust)- Chartered Professional Engineers

- 
- Areas of Knowledge and Expertise**
- Infrastructure Management
  - Strategic Asset Management
  - Asset Performance Modelling
  - Asset Life Cycle Analysis
  - Asset Management Plans and Implementation
  - Asset Management Training and Development
  - Asset Management Diagnostics
  - Community Consultation

- 
- Professional Awards**
- I.E(Aust) – Australian Young Professional Engineer of the Year– 1999
  - I.E (Aust) – Tasmanian Young Professional Engineer of the Year – 1998 and 1999
  - AMQI – International Asset Management Award – 1999
  - I.E(Aust) Young Engineers Public Speaking Awards – 1993,1994,1995,1996
  - Channel 9 Television – Young Achiever of the Year Award, Career Achievement 1995

- 
- Professional Memberships**
- Institution of Engineers Australia M.I.E(Aust) – Chartered Professional Member
  - National Professional Engineers Register
  - Civil College – Member
  - EAROPH Asia Pacific – Invited Life Member

- 
- Professional Papers and Publications**
- Presented over seventy papers and two hundred training workshops for local and state government agencies and at major national and international conferences

- 
- Specialist Skills**
- Leading organisational team in implementing Asset Management through a total knowledge transfer process. Over 200 sites and case studies
  - Systems and Framework development to comply with Asset Management Legislations
  - Organisational reviews and Change Management for AM implementations
  - Long Term Financial Planning and Organisational Strategy facilitations
  - Prediction Modeling and LC Analysis – over 120 case studies
-

## **Public Papers and Training Programs Delivered:**

*(Recent Examples provided)*

### **1. Australian Asphalt Pavement Association National and International Conferences:**

- a. 1998 – Life Cycle Costing of Australian Pavement Network.
- b. 1999 – Prediction Modeling and Behaviour of Asset Networks.
- c. 2000 -Probabalistic Methodologies of Network Modeling using Markovian Approach.

### **2. Maintenance Engineering Society of Australia International Conference:**

- a. 2000 – Whole of Life Analysis of a City Council's Asset Management.

### **3. Australian Road Research Board National Conference:**

- a. 1999 – Probabalistic and Deterministic Modeling Systems.
- b. 2000 – Expert Panel for Conference Discussion Session.
- c. 2003 – Condition Based Long-Term Financial Planning for Rural Councils.

### **4. Institution of Public Works Engineering National and International Conferences:**

- a. 2003 – 5 years case study of alternative asset management planning methods using a City Council approach (joint paper).
- b. 2005 – 3 year case study of ACEAM Step-Watch Service Level Criteria in Maintenance Management and Operational Asset Management.
- c. 2005 – Development of Fit for Purpose Data Collection Methods for Asset Modeling (joint paper).
- d. 2006 - 8 year case study of ACEAM Step-Watch program using a rural council example (joint paper).
- e. 2008 – Service Level and KPI measurement for Local Government.
- f. 2009 – Joint Case Study paper – Asset Management or Rocket Science.
- g. 2009 – Joint Case Study Paper – 2 Year Asset Management Journey using a Corporate Framework.

### **5. Road Pavex National Conference:**

- a. 2005 – Key note paper in Road Management Legislation in Victoria and Council adaptation using ACEAM Step-Watch framework.
- b. 2005 – case study analysis of maintenance and risk inspections in 14 local government councils – findings and analysis.
- c. 2006 – Key-note paper in Legal Implications and How to Defend in policy defense against asset management claims.
- d. 2006 – joint case study in life cycle asset management financial modeling.

### **6. Third International CECAR World Congress in Seoul:**

- a. 2004 - Asset Management Planning – Service Centric Framework and deployments in Asia.

### **7. Local Government Accounting Association:**

- a. 2006 – National workshop in asset accounting and modeling life cycle analysis at the National Conference.

- b. 2007 – Asset accounting and depreciation methods using Prabhu-Edgerton Life Cycle Model for Infrastructure Assets.
- c. 2007 – Fundamentals of Deterioration Modeling (presented by colleague as author was unwell).
- d. 2008 – Joint Keynote speech on Asset Management Systems and Training, with the CEO and Head of APIGAM and Vice President of EAROPH Malaysia.
- e. 2010 – National AM mandates – removing the myths: keynote speech.
- f. 2011- Systems approach to Strategic Asset Management.

**8. Local Government Managers Association:**

- a. NSW 2007 – Delivered 22 Master Class Workshops in various NSW locations under contract with LGMA to prepare NSW organisations for fair-value asset accounting.

**9. CPA Australia:**

- a. 2006 – Delivered 12 Master Class Workshops in Asset Management Frameworks, Financial Modeling and Life Cycle Planning using ACEAM Step-Watch and Assetic myPredictor.
- b. 2007 – Delivered 8 Master Class Workshops in Asset Management Frameworks, Financial Modeling and Life Cycle Planning using ACEAM Step-Watch and Assetic myPredictor.

**10. EAROPH/APIGAM (Eastern Regional Organisation of Planning and Housing)**

- a. 2002 – National Asset Management Framework Implementation – A Pathway
- b. 2003 – Key note paper in Asset Management Tools and Systems.
- c. 2003 – Key note Paper – Asset Behaviours and Financial Modeling, ASCI, India.
- d. 2003 - Key note Paper Step-Watch Asset Management Framework for Indian Municipalities, Mumbai Municipal Corporation, India.
- e. 2003 onwards – several asset management workshops and master-classes, using ACEAM Step-Watch provided to Ministry of Housing Malaysia, Mumbai Municipal Corporation India, Hyderabad Water Board India, Administrative Staff College of India and National Architectural Academy in India.

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**Qualifications** • Bachelor of Surveying (2001)

**Summary of Positions Held**

- Senior Consultant / Account Manager – Assetic Pty Ltd
- Senior Consultant – ACEAM Pty Ltd
- Manager – Asset and Projects – Corowa Shire Council
- Surveyor – Esler & Ass. Pty Ltd
- Surveyor – Reeds Consulting Pty Ltd.

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**Areas of Knowledge and Expertise**

- Infrastructure Management
- Strategic Asset Management
- Asset Performance Modelling
- Asset Life Cycle Analysis
- Fleet Management and MMS Systems
- Asset Management Plans and Implementation
- Asset Management Training and Development
- Asset Management Diagnostics
- Community Consultation
- Maintenance Management Practise and Implementation

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**Specialist Skills**

- Leading organisational team in implementing Asset Management through a total knowledge transfer process. Over 80 sites and case studies
- Systems and Framework development to comply with Asset Management Legislations.
- Prediction Modeling and LC Analysis – over 120 case studies
- Fleet Management System and Maintenance Management System Development and testing
- Maintenance Management System implementation and Business Process development. Over 25 sites and case studies
- Fleet Management System implementation and Business Process development. Over 25 sites and case studies
- GIS integration
- Mobility Platform integration

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**Track Record**

- Asset Management Plans based on IPR: 20 plans written in last five years
- Asset Valuation Projects: 14 councils – all infrastructure classes supported
- Assetic AMS implementation: Facilitated and delivered on 40 sites
- Condition Assessment Training: 15 sites in last five years

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**Mr Tony Blefari,  
MIEAust**



- 
- Qualifications**
- Bachelor of Engineering (Civil Engineering), University of South Australia – 1994
  - Diploma in Civil Engineering, University of South Australia – 1992

- Summary of Positions Held**
- Assetic Pty Ltd, Senior Asset Management Consultant
  - ACEAM Pty Ltd, Senior Associate
  - Moreland City Council (VIC), Unit Manager Depot Operations & Fleet
  - Moreland City Council (VIC), Asset Planning Engineer
  - Adelaide City Council (SA), Asset Engineer Road Assets
  - City of Whittlesea (VIC), Assets Engineer
  - HDS Australia Pty Ltd (SA), Project Engineer / Asset Management Consultant
- 

- Areas of Knowledge and Expertise**
- Infrastructure Management
  - Strategic, Tactical and Operational Asset Management, including Asset Performance Modelling, Asset Life Cycle Analysis and day to day Asset Maintenance
  - Asset Condition Rating / Monitoring
  - Design and construction of municipal engineering works, including a thorough knowledge of relevant standards and codes of practice
  - Asset planning and development
  - Financial procedures as applied to infrastructure assets, with extensive experience in Asset Valuation & Revaluation
  - Community Consultation
  - Asset Management Training
  - Project Management
- 

- Further Education / Training**
- Qualified Level 2 Bridge Inspector
  - PRINCE2 Project Management
  - Fire Warden Training
  - First Aid
- 

- Professional Memberships**
- The Institution of Engineers, Australia (IEAust)
  - Institution of Public Works Engineers Australia (IPWEA)
  - Institute of Asset Management
  - Asset Management Council
  - The Association of Professional Engineers, Scientists and Managers, Australia (APESMA)
  - Local Government Victoria (LGPro)
- 

**Professional Papers and Publications** Presented over 15 papers and several training workshops for local government throughout Australia.

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- Specialist Skills**
- Training of Council staff in implementing Asset Management within their organisation through a knowledge transfer process.
  - Systems and Framework development to comply with Asset Management Best Practice Principles.
  - Organisational reviews and Change Management for Asset Management implementations.
-

## **Public Papers and Training Programs Delivered:**

### **(Examples of Papers and Training)**

#### **1. Conference Papers:**

- a. Understanding the Impact of Costing Methodologies, CPA Asset Accounting and Management National Conference – Brisbane, Melbourne, Canberra & Sydney, April 2007
- b. On-ground Implementation of Moreland's Road Asset Management Plan, IPWEA International Public Works Conference – Adelaide, August 2005
- c. Giving Councillor's the Strategic Options to Make Informed Decisions, MAV International Local Government Asset Management Conference – Melbourne, May 2005
- d. On-ground Implementation of a Road Asset Management Plan, Victorian Roads Conference – Melbourne, April 2005
- e. Implementation of Asset Management in Moreland, SMEC Conference – Hunter Valley, March 2005

#### **2. Master Class / Training:**

- a. Asset Management Master Class, NSW Local Government Finance Professionals -One Week Intensive Course – Charles Sturt University, Bathurst NSW, 2008
- b. Asset Management Master Class, NSW Local Government Finance Professionals -One Week Intensive Course – Charles Sturt University, Bathurst NSW, 2007

## Municipal Asset Management

Municipalities own and manage a substantial asset inventory, from linear assets (e.g. roads, sewers, water mains) to land and facilities (e.g. arenas, fire stations, administrative buildings) to vehicles and equipment (e.g. trucks, plows and ambulances). It is estimated that the level of investment per taxpayer property ranges from \$70,000 for small urban/rural municipalities, to in excess of \$100,000 per property for large urban centres.

The 1950-1980 period saw considerable investment by Ontario municipalities in acquiring and constructing municipal assets. Today many of these assets have passed the midway point in their useful lives and will need further investment to either extend their usefulness or to be replaced.

Watson & Associates has assisted municipalities in developing long term asset management plans which address the capital expenditure planning, financing and tax rate implications for asset renewal and replacement. Financial plans are normally developed over a minimum 10-year planning horizon (often 20 years or longer) in order to smooth the impacts on tax/ratepayers over time. A well-developed asset management plan, based on solid research and expert analysis provides staff and Council with the information needed to make effective annual reserve fund and investment decisions.



### Our specialists in this area include:

Gary Scandlan,  
Director

Andrew Grunda,  
Principal

Dan Wilson,  
Director

Cam Watson,  
Corporate Advisor

Barb O'Connor,  
Manager, Studies

Nancy Neale,  
Senior Project  
Coordinator

Greg Beal,  
Senior Consultant

David Uusitalo,  
Senior Consultant

Amy Vesprini,  
Consultant

Byron Tan,  
Analyst

Peter Simcisko,  
Analyst

Sean-Michael Stephen,  
Analyst

# Asset Management Plans Client List

## Provincial Municipal Infrastructure Strategy (Building Together) Compliant (2013-2014):

- Aylmer
- Aylmer Secondary Water Supply System
- Belleville
- Centre Wellington
- Central Elgin
- Cobourg
- Collingwood
- Cornwall
- Erin
- Kawartha Lakes
- Malahide
- Mapleton
- Middlesex Centre
- Mono
- Muskoka District
- Perth (Town)
- Petawawa
- Pickering
- Port Burwell Area Secondary Water Supply System
- Southgate
- St. Thomas
- Timmins

## Pre-Provincial Municipal Infrastructure Strategy (2009-2013):

- Bayham
- Brantford
- Clarence-Rockland
- Collingwood
- Kawartha Lakes - Transportation and Fleet
- Kearney
- Lincoln - Facilities
- Malahide
- South Huron

## PSAB 3150: Tangible Capital Assets

For years, municipalities have invested significantly in infrastructure and other municipal assets with the objective of maintaining or enhancing community service levels. These assets (referred to as “tangible capital assets”) include linear assets (roadways, water and sewer systems), land, facilities, equipment, and vehicles all used by municipalities in their day-to-day operations. In the past, when these assets were acquired or constructed, the funds expended would appear on the municipality’s financial statements as an expense for that particular year.



With the introduction of new reporting requirements as per section 3150 of the Public Sector Accounting Board (PSAB) Handbook, municipalities will be required to report tangible capital assets as assets (versus expenses) on the financial statements. In comparison to the previous approach, financial statements will not only show how much has been spent on tangible capital assets, but also how much they have amortized (or decreased in value) since construction/acquisition. PSAB 3150 also requires the disclosure of contributed assets, such as linear assets constructed by developers and dedicated to a municipality as part of a development agreement.

Watson & Associates has been assisting municipalities in becoming compliant with the new PSAB 3150 requirements, which has been labeled as the greatest change in municipal accounting in decades. In conjunction with becoming compliant, it is important for municipalities to ensure a

solid inventory and PSAB 3150 policy is established to ensure that a foundation exists to maintain compliance over the long term. As well and perhaps more importantly, municipalities should consider developing database and financial planning policies which facilitate long-term asset management practices to be used in budgeting and capital forecasting.

Watson & Associates Economists Ltd. has developed policies and approaches to address both historic reporting for PSAB and future financial planning for asset management purposes and is involved in their application.

### Our specialists in this area include:

Gary Scandlan,  
Director

Dan Wilson,  
Director

Amy Vesprini,  
Consultant

Andrew Grunda,  
Principal

Greg Beal,  
Senior Consultant

# Experience in PSAB 3150 Studies, 2006-2014

- Ajax – Ad hoc PSAB 3150 Compliance Assistance
- Bayham – 3-Phase PSAB 3150
- Brantford – PSAB 3150 Calculations and Analysis: Water, Wastewater and Storm Assets
- Brantford - PSAB 3150 Calculations and Analysis: Right of Way Assets
- Central Elgin – 3-Phase PSAB 3150
- Centre Wellington – PSAB 3150 for Transportation, Water and Wastewater Assets
- Clarence-Rockland – 3-Phase PSAB 3150
- Cobourg – PSAB 3150 Compliance and Update – 2009, 2010 & 2011
- East Gwillimbury – PSAB 3150 Compliance
- Erin – PSAB 3150 Compliance
- Grimsby – PSAB 3150 Compliance
- Guelph/Eramosa – PSAB 3150 Compliance and Update - 2009
- Halton Region – Facilities Historical Cost Valuation
- Halton Region – PSAB 3150 Strategy and Asset Hierarchy
- Halton Region – Full Accrual Financial Statement Conversion
- Hamilton – Water/Wastewater PSAB 3150 Assistance
- Ingersoll – PSAB 3150 Compliance and Update – 2009
- Kearney – 3-Phase PSAB 3150
- Kincardine – PSAB 3150 Compliance and Policies
- King – PSAB 3150 Compliance
- Lambton Shores – PSAB 3150 Compliance and Updates – 2009, 2010 & 2011
- LAWSS – PSAB 3150 Compliance
- Lincoln – Facility Valuation
- Malahide – 3-Phase PSAB 3150
- Meaford – PSAB 3150 Compliance and Update – 2009 & 2010
- Mono – PSAB 3150 Compliance and Update – 2009
- Municipal Finance Officers Association – Historical Cost Deflator Study
- Niagara Falls – PSAB 3150 Readiness Plan
- Parry Sound – PSAB 3150 Compliance and Update - 2009

## Experience in PSAB 3150 Studies, 2006-2014 (continued)

- Point Edward – PSAB 3150 Compliance and Updates – 2009, 2010 & 2011
- Prince Edward County – PSAB 3150 Policies and Procedures
- Quinte West – PSAB 3150 Policy and Procedures and Ad Hoc Compliance Assistance
- Renfrew – PSAB 3150 Compliance
- Shelburne – PSAB 3150 Compliance
- South Huron – 3-Phase PSAB 3150
- Thames Centre – PSAB 3150 Compliance and Updates – 2009, 2010 & 2011
- Warwick – PSAB 3150 Compliance and Updates – 2009 & 2010
- Wasaga Beach – PSAB 3150 Compliance and Update – 2009
- West Lincoln – PSAB 3150 Compliance and Update – 2009
- Whitchurch-Stouffville – PSAB 3150 Compliance and Update – 2009
- Windsor Water Utilities – PSAB 3150 Calculations and Analysis: Water Assets
- Woolwich – PSAB 3150 Compliance and Updates – 2009, 2010 & 2011
- York Region – PSAB 3150 Policies and Procedures

# Staff Resources

**DAN WILSON, BBA, CPA, CA**  
**DIRECTOR**

## EDUCATION

- |      |   |
|------|---|
| 2012 | Chartered Professional Accountant (CPA) Designation, Institute of Chartered Accountants of Ontario. |
| 2004 | Chartered Accountant (CA) Designation, Institute of Chartered Accountants of Ontario.               |
| 2000 | Honours Bachelor of Business Administration Degree, Wilfrid Laurier University.                     |

## EMPLOYMENT HISTORY

- |         |   |
|---------|---|
| 2006    | Joined Watson & Associates Economists Ltd. as a Senior Consultant progressing to Manager, Municipal Finance and to his current responsibilities as Director. Participating in a variety of PSAB 3150 compliance, asset management, development charge, municipal finance, water and wastewater rate, and development approvals process user fee studies.  |
| 2006    | Director of Finance & Treasurer with the Township of Woolwich, Finance Department. Responsible for the day-to-day operation of the Finance Department. Areas of responsibility included property taxation, receivables/payables, payroll, purchasing, budgeting, and financial reporting/analysis, and financial policy setting. A member of the Township's Senior Management Team.   |
| 2004-05 | Financial Manager/Deputy Treasurer with the Township of Centre Wellington, Finance Department. Responsible for Township budgeting, general ledger activity, year-end procedures, as well as financial analysis, reporting, and policy. Other various duties included the preparation of the annual financial statements and Financial Information Returns (FIR). A member of the Township's Senior Management Team.   |
| 2003-04 | Budget Analyst with the Township of Centre Wellington, Finance Department. Responsibilities included preparing annual operating and capital budgets, performing multiple year forecasts, year-end audit preparation, and financial reporting and policy setting. A member of the Township's Senior Management Team.   |
| 1999-03 | Senior Staff Accountant with BDO Dunwoody, Chartered Accountants. Responsible for auditing various public entities (municipalities, school boards, hospitals, co-op housing entities), as well as medium and small sized private corporations (hydro utilities, manufacturing and service corporations). Other responsibilities included preparation of financial statements and corporate tax returns, control and risk testing, and cash flow and budgeting analysis. |

Dan Wilson is a Director with Watson & Associates Economists Ltd. and is involved in studies related to Local Government Finance, Financial Operations and Policy, and Long Term Infrastructure Planning.

Currently, he is involved in various water and wastewater studies to provide municipalities with full cost recovery water and wastewater financial plans, as required under Bill 175, *Sustainable Water and Sewage Systems Act*. Mr. Wilson is involved in numerous development applications approvals process user fee studies to provide municipalities with full cost recovery for *Planning Act*, *Building Code Act*, and *Municipal Act* mandated services. In addition, he is involved in projects relating to municipal financial planning and reporting, including tangible capital assets, as mandated by the Public Sector Accounting Board (PSAB).



# Staff Resources

**ANDREW GRUNDA, M.B.A., CMA**  
**PRINCIPAL**

## EDUCATION

- 2005 Designated Certified Management Accountant (CMA).
- 2005 Masters of Business Administration from the Wilfrid Laurier University.
- 1996 Bachelor of Business Administration Degree, from Brock University.

## EMPLOYMENT HISTORY

- March, 2012 Appointed Principal of Watson & Associates Economists Ltd. and carries co-responsibility for the firm's municipal sector practice.
- 1996-Feb. 2012 Joined Watson & Associates Economists Ltd. (formerly C.N. Watson and Associates Ltd.) as a Research Analyst progressing to his current responsibilities as Director, participating in a variety of development charge, development applications approvals process user fee, municipal restructuring, municipal finance, water and wastewater rate and market studies.
- 1995-96 Budget Clerk with the Regional Municipality of Hamilton-Wentworth, Finance Department. Responsibilities included assisting on the Peer Review of the Constituent Assembly's Report on Municipal Reform. Job duties included monitoring of budgetary exception control systems, account analysis and reconciliations.

Andrew Grunda is a Director with Watson & Associates and is involved in studies related to Local Government Finance, Financial Operations and Policy, and Long Term Infrastructure Planning. He is presently a member of the firm's senior management group, which develops interpretations of legislative requirements, as well as methodologies and formats and determines alternative policy strategies for all facets of the corporate assignments.

In his 17-year career at Watson & Associates, he has undertaken numerous development charge studies, development applications approvals process user fee reviews, fiscal impact modelling and life cycle replacement and financing plans for water and sewer infrastructure for several municipalities. With respect to development charge studies, Mr. Grunda has been study director for a number of policy studies in smaller urban municipalities (i.e. Whitchurch-Stouffville, St. Thomas, Port Hope, Cobourg, Woolwich, Mono, etc.).

He has been involved in numerous water and wastewater rate studies, undertaking to provide municipalities with full cost recovery water and wastewater financial plans, as required under Bill 175, *Sustainable Water and Sewage Systems Act*. Mr. Grunda has undertaken workshops with regard to Bill 175 on behalf of ACMTO and other municipal organizations.

Recently, he is involved in numerous development applications approvals process user fee studies, undertaking to provide municipalities with full cost recovery user fees for *Planning Act*, *Building Code Act* and *Municipal Act* mandated services. These studies are being undertaken by municipalities to address the increased cost justification for user fees as required under Bill 124, *Building Code Statute Law Amendment Act*. Mr. Grunda has undertaken workshops on behalf of the AMCTO and MFOA, with regard to Bill 124.



# Staff Resources

**AMY VESPRINI, B.Comm.(Hon)**  
**CONSULTANT**

## EDUCATION

- 2011 First Aid, CPR Level A and AED
- 2011 WSIB - Certification Parts I and II - Offices
- 2004 Taking courses towards the attainment of a Certified General Accountant Designation
- 2002-04 Bachelor of Commerce Honours from the University of Windsor
- 1999-02 Business Administration – Accounting (3 Yr.) Diploma from Conestoga College

## EMPLOYMENT HISTORY

- 2006 Joined Watson & Associates Economists Ltd. (formerly C.N. Watson and Associates Ltd.) as a Research Analyst progressing to her current responsibilities as Consultant, assisting on both municipal and education-related projects.
- 2004-06 Administrative Assistant, AMI Business Solutions, Kitchener, Ontario, responsible for the accounting and other office-related duties for AMI Business Solutions and two other companies owned by AMI Business Solutions.

Amy is a Consultant with Watson & Associates Economists Ltd. specializing in Municipal Finance. Since joining the firm in 2006, Amy has participated in numerous PSAB 3150, Ontario Regulation 453/07 Financial Plan, Asset Management Plan, Development Charge, Water and Wastewater Rate and Development Applications Approval Process studies. In addition, Amy has worked on various education-related studies.

Amy has been a member of the firm's Joint Health and Safety Committee since its inauguration in 2010; her term ended August, 2014. With an educational and practical background in business administration and accounting, Amy possesses a strong analytical and detail-oriented skill set.

# Staff Resources

**PETER SIMCISKO, BA (Hons.), MBE  
ANALYST**

## EDUCATION

- 2014      Brock University  
              Master of Business Economics
  
- 2012      Brock University  
              Bachelor of Arts (Honours), Economics. Graduated with first-class standing.

## EMPLOYMENT HISTORY

- 2013      Joined Watson & Associates Economists Ltd. as Consulting Support progressing to his current responsibilities as an Analyst, participating in various development charge studies, development application approval process user fee studies, and asset management plans.
  
- 2011-13    Research Assistant to Dr. Mohammed H.I. Dore at Brock University, Department of Economics. Contributed to various research projects in the field of municipal water treatment by collecting data and performing statistical analyses. Co-authored a published literature review of climate change projections for Canada.

Peter is an Analyst with Watson & Associates Economists Ltd. specializing in the area of Municipal Finance. Since joining the firm in 2013, Peter has participated in numerous development charge studies and assisted with the preparation of various municipal asset management plans. More recently he has also been involved with the modelling aspects of development approval process user fee studies.

Coming from a background in economics, Peter possesses a strong analytical skill set. Working in the environment of academic research helped further enhance his analytical and data modelling skills. He recently presented one of his projects, which analyzed the economic feasibility of utilizing renewable energy sources at public water utilities, at the Canadian Energy and Water Efficiency Conference in Calgary.



## Appendix E – Schedule

City of London Assetic Outcome Based Project Plan							
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Resource Names
1		<b>City of London Phase One Project Plan</b>	<b>97 days</b>	<b>Wed 4/1/15</b>	<b>Thu 8/13/15</b>		
2		<b>Project and Integration Scoping</b>	<b>7 days</b>	<b>Wed 4/1/15</b>	<b>Thu 4/9/15</b>		
3		Initial workshop to refine plan for stage one	1 day	Wed 4/1/15	Wed 4/1/15		CoL Project Manager,Assetic Project Director,Assetic Project Lead,CoL Asset Data Officer ,CoL Asset Lead ,CoL Finance Manager
4		Consolidate findings and finalise project plan for sign off	4 days	Thu 4/2/15	Tue 4/7/15	3	Assetic Project Lead,Assetic Project Director
5		Project plan review and approved	2 days	Wed 4/8/15	Thu 4/9/15	4	CoL Finance Manager,CoL Project Manager
6							
7		<b>Stage 1 - Asset Register Development</b>	<b>76 days</b>	<b>Wed 4/1/15</b>	<b>Wed 7/15/15</b>		
8		<b>Asset Data Migration</b>	<b>31 days</b>	<b>Fri 4/10/15</b>	<b>Fri 5/22/15</b>		
9		Inventory Asset data provided for all active assets from CoL	3 days	Fri 4/10/15	Tue 4/14/15	5FF+3 days	Project Manager
10		<b>Road and Structures Data Migration</b>	<b>15 days</b>	<b>Wed 4/15/15</b>	<b>Tue 5/5/15</b>		
11		Data Consolidation Into Segment / Component Format for Assetic Templates	10 days	Wed 4/15/15	Tue 4/28/15	9	Assetic Asset Data Specialist 1,CoL Asset Data Officer ,CoL Asset Lead
12		Condition Data consolidation and assignment against new road asset formats	2 days	Wed 4/29/15	Thu 4/30/15	11	Assetic Asset Data Specialist 1,CoL Asset Data Officer ,CoL Asset Lead
13		Pre-Load Data Quality Review - Duplicates / Missing / Asset Values	1 day	Fri 5/1/15	Fri 5/1/15	12	Assetic Asset Data Specialist 1,CoL Asset Data Officer ,CoL Asset Lead
14		Data Load and review in Assetic Test Environment	1 day	Mon 5/4/15	Mon 5/4/15	13	Assetic Asset Data Specialist 1,Assetic Valuations Specialist
15		Initial Inventory in Assetic	1 day	Tue 5/5/15	Tue 5/5/15	14	CoL Project Manager
16		<b>Traffic Asset Data Migration</b>	<b>7 days</b>	<b>Wed 5/6/15</b>	<b>Thu 5/14/15</b>		
17		Data Consolidation Into Format Using Assetic Templates	3 days	Wed 5/6/15	Fri 5/8/15	15	Assetic Asset Data Specialist 1,CoL Asset Data Officer ,CoL Asset Lead
18		Condition Data Consolidation and assignment against footpath assets	1 day	Mon 5/11/15	Mon 5/11/15	17	Assetic Asset Data Specialist 1,CoL Asset Data Officer ,CoL Asset Lead
19		Pre-Load Data Quality Review - Duplicates / Missing / Asset Values	1 day	Tue 5/12/15	Tue 5/12/15	18	Assetic Asset Data Specialist 1,CoL Asset Data Officer ,CoL Asset Lead
20		Data Load and review in Assetic Test Environment	1 day	Wed 5/13/15	Wed 5/13/15	19	Assetic Asset Data Specialist 1,Assetic Valuations Specialist
21		Initial Inventory in Assetic	1 day	Thu 5/14/15	Thu 5/14/15	20	CoL Project Manager
22		<b>Parking Asset Data Migration</b>	<b>7 days</b>	<b>Wed 4/15/15</b>	<b>Thu 4/23/15</b>		
23		Data Consolidation Into Format Using Assetic Templates	4 days	Wed 4/15/15	Mon 4/20/15	9	Assetic Asset Data Specialist 2,CoL Asset Data Officer ,CoL Asset Lead
24		Pre-Load Data Quality Review - Duplicates / Missing / Asset Values	1 day	Tue 4/21/15	Tue 4/21/15	23	Assetic Asset Data Specialist 2,CoL Asset Data Officer ,CoL Asset Lead
25		Data Load and review in Assetic Test Environment	1 day	Wed 4/22/15	Wed 4/22/15	24	Assetic Valuations Specialist,Assetic Asset Data Specialist 2
26		Initial Inventory in Assetic	1 day	Thu 4/23/15	Thu 4/23/15	25	CoL Project Manager
27		<b>Recreation Asset Data Migration</b>	<b>7 days</b>	<b>Fri 4/24/15</b>	<b>Mon 5/4/15</b>		
28		Data Consolidation Into Format Using Assetic Templates	4 days	Fri 4/24/15	Wed 4/29/15	26	Assetic Asset Data Specialist 2,CoL Asset Data Officer ,CoL Asset Lead

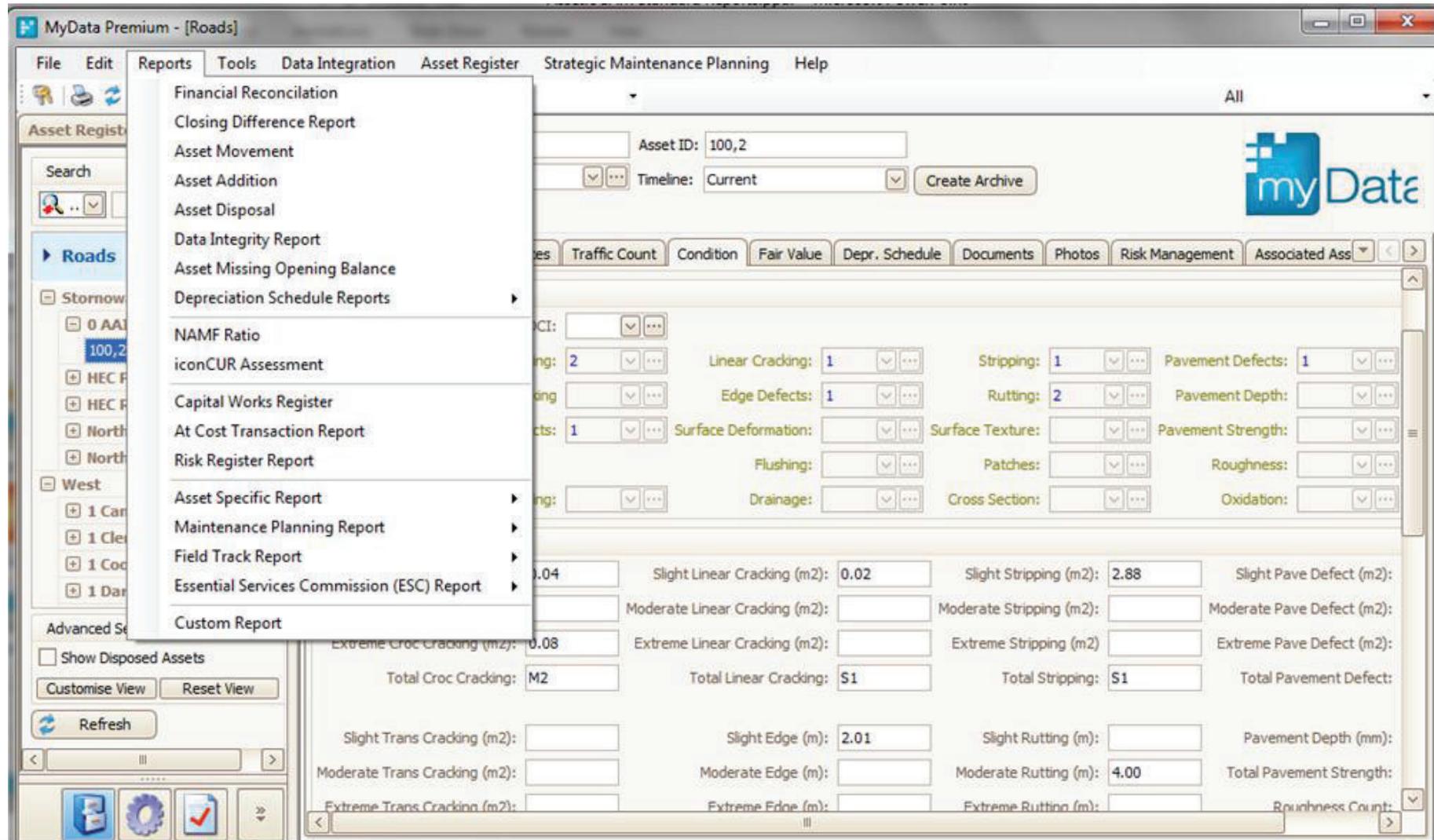
City of London Assetic Outcome Based Project Plan							
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Resource Names
29		Pre-Load Data Quality Review - Duplicates / Missing / Asset Values	1 day	Thu 4/30/15	Thu 4/30/15	28	Assetic Asset Data Specialist 2,CoL Asset Data Officer ,CoL Asset Lead
30		Data Load and testing / valuation review in Assetic Test Environment	1 day	Fri 5/1/15	Fri 5/1/15	29	Assetic Valuations Specialist,Assetic Asset Data Specialist 2
31		Initial Inventory in Assetic	1 day	Mon 5/4/15	Mon 5/4/15	30	CoL Project Manager
32		<b>Parks Asset Data Migration</b>	<b>7 days</b>	<b>Tue 5/5/15</b>	<b>Wed 5/13/15</b>		
33		Data Consolidation Into Format Using Assetic Templates	4 days	Tue 5/5/15	Fri 5/8/15	31	Assetic Asset Data Specialist 2,CoL Asset Data Officer ,CoL Asset Lead
34		Pre-Load Data Quality Review - Duplicates / Missing / Asset Values	1 day	Mon 5/11/15	Mon 5/11/15	33	Assetic Asset Data Specialist 2,CoL Asset Data Officer ,CoL Asset Lead
35		Data Load and testing / valuation review in Assetic Test Environment	1 day	Tue 5/12/15	Tue 5/12/15	34	Assetic Valuations Specialist,Assetic Asset Data Specialist 2
36		Initial Inventory in Assetic	1 day	Wed 5/13/15	Wed 5/13/15	35	CoL Project Manager
37		<b>Urban Forestry Data Migration</b>	<b>7 days</b>	<b>Thu 5/14/15</b>	<b>Fri 5/22/15</b>		
38		Data Consolidation Into Format Using Assetic Templates	4 days	Thu 5/14/15	Tue 5/19/15	36	Assetic Asset Data Specialist 2,CoL Asset Data Officer ,CoL Asset Lead
39		Pre-Load Data Quality Review - Duplicates / Missing / Values	1 day	Wed 5/20/15	Wed 5/20/15	38	Assetic Asset Data Specialist 2,CoL Asset Data Officer ,CoL Asset Lead
40		Data Load and testing / valuation review in Assetic Test Environment	1 day	Thu 5/21/15	Thu 5/21/15	39	Assetic Valuations Specialist,Assetic Asset Data Specialist 2
41		Initial Inventory in Assetic	1 day	Fri 5/22/15	Fri 5/22/15	40	CoL Project Manager
42		<b>Facilities Asset Data Migration</b>	<b>6 days</b>	<b>Fri 5/15/15</b>	<b>Fri 5/22/15</b>		
43		Data Consolidation Into Format Using Assetic Templates	3 days	Fri 5/15/15	Tue 5/19/15	21	CoL Asset Data Officer ,CoL Asset Lead ,Assetic Asset Data Specialist 1
44		Pre-Load Data Quality Review - Duplicates / Missing / Values	1 day	Wed 5/20/15	Wed 5/20/15	43	CoL Asset Data Officer ,CoL Asset Lead ,Assetic Asset Data Specialist 1
45		Data Load and testing / valuation review in Assetic Test Environment	1 day	Thu 5/21/15	Thu 5/21/15	44	Assetic Valuations Specialist,Assetic Asset Data Specialist 1
46		Initial Inventory in Assetic	1 day	Fri 5/22/15	Fri 5/22/15	45	CoL Project Manager
47							
48		<b>Asset Updates - Disposals and Additions Provided to Assetic</b>	<b>44 days</b>	<b>Wed 4/1/15</b>	<b>Mon 6/1/15</b>		
49		Extract of all changes processed in CoL systems for assetic	3 days	Wed 4/1/15	Fri 4/3/15		CoL Asset Data Officer ,CoL Asset Lead
50		Assetic updates all Asset classes with changes	5 days	Mon 5/25/15	Fri 5/29/15	46	Assetic Asset Data Specialist 1,CoL Asset Data Officer
51		Jan 1 2015 Inventory In Assetic	1 day	Mon 6/1/15	Mon 6/1/15	50	Assetic Asset Data Specialist 1,CoL Asset Data Officer ,Assetic Project Lead
52							
53		<b>PSAB and Replacement Asset Valuation Update and Register Sign Off</b>	<b>22 days</b>	<b>Tue 6/2/15</b>	<b>Wed 7/1/15</b>		
54		CoL provides reported asset financial data for 2014	2 days	Tue 6/2/15	Wed 6/3/15	48	CoL Project Manager
55		Asset financial data updates for all asset classes	15 days	Thu 6/4/15	Wed 6/24/15	54	Assetic Valuations Specialist

City of London Assetic Outcome Based Project Plan							
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Resource Names
56		Review and Sign Off June 2014 Financial Asset Register In Assetic	5 days	Thu 6/25/15	Wed 7/1/15	55	Assetic Valuations Specialist,CoL Project Manager
57							
58		<b>System Custodian Training in test environment</b>	<b>2 days</b>	<b>Mon 7/6/15</b>	<b>Tue 7/7/15</b>	<b>53</b>	
59		Asset Lead and Data Officer Training in Assetic Asset Data Management	2 days	Mon 7/6/15	Tue 7/7/15	56FS+2 days	Assetic Asset Data Specialist 1,CoL Asset Lead
60							
61		<b>Migrate Test Environment to Production</b>	<b>3 days</b>	<b>Fri 7/10/15</b>	<b>Tue 7/14/15</b>		
62		Migrate test environment to production and test data structures and user accesses / permissions	2 days	Fri 7/10/15	Mon 7/13/15	59FS+2 days	Assetic Asset Data Specialist 1,CoL Asset Data Officer ,Assetic Technical Specialist
63		Sign Off and Go - Live - Stage One Asset Structures In Production	1 day	Tue 7/14/15	Tue 7/14/15	62	CoL Project Manager,Assetic Project Lead
64							
65		All Asset Classes Stage One Live in Assetic Production Environment	1 day	Wed 7/15/15	Wed 7/15/15	63	
66							
67		<b>Stage 2 - AssetCloud Configuration</b>	<b>10 days</b>	<b>Wed 4/1/15</b>	<b>Tue 4/14/15</b>		
68		Setup Asset Cloud with available Asset Classes	7 days	Wed 4/1/15	Thu 4/9/15		CoL GIS Officers,CoL GIS Team Leader
69		Train the trainer / System Custodian in AssetCloud	3 days	Fri 4/10/15	Tue 4/14/15	68	Assetic GIS Specialist,CoL Project Manager,CoL GIS Officers,CoL GIS Team Leader
70							
71		<b>Stage 3 - Prediction Modelling Enablement - First Asset Class</b>	<b>94 days</b>	<b>Wed 4/1/15</b>	<b>Mon 8/10/15</b>		
72		<b>Long Term Financial Plan &amp; Predictive Modelling</b>	<b>94 days</b>	<b>Wed 4/1/15</b>	<b>Mon 8/10/15</b>		
73		Initial Strategic asset management Workshop	2 days	Wed 4/1/15	Thu 4/2/15		CoL Operations Team Leader,CoL Operations Officers,Assetic Project Lead,A
74		Clean up of data specific to the Asset Management Strategy (First asset class)	10 days	Thu 7/16/15	Wed 7/29/15	65FF+10 days	CoL Asset Data Officer ,Assetic Project Lead,CoL Asset Lead
75		Draft AM strategy workshop and review of other class data for AM strategy inclusion and modelling	3 days	Thu 7/30/15	Mon 8/3/15	74	Assets Team Leader[40%],Finance Officer[20%],CoL GIS Officers[10%],CoL Finance Manager[10%],Assetic Strategic Specialist[10%]
76		Council workshop : Present the Long Term Financial Planning model and the AM strategy	2 days	Tue 8/4/15	Wed 8/5/15	75	CoL Finance Manager[40%],Assetic Project Lead,Assetic Strategic Specialist[40%],CoL Asset Lead ,CoL Project Manager
77		Training Council staff : myPredictor first asset class	3 days	Thu 8/6/15	Mon 8/10/15	76	Assetic Project Lead,Assetic Migration and Modelling Specialist[40%],CoL As
78							
79		<b>Integration Options</b>	<b>0 days</b>	<b>Wed 6/11/14</b>	<b>Wed 6/11/14</b>		
82							



## Appendix F – Assetic Standard Reports

# Assetic in-built reporting facility



# Assetic in-built reporting facility

The screenshot shows the 'myPredictor Report Viewer' application window. At the top, there are 'Clear Cache' and 'View Report' buttons. Below is a table with columns for 'General', 'Simulation', 'Year', 'Component', 'Data', and 'Model'. The 'Template: Bridges' section is expanded, showing two rows of data:

General	Simulation	Year	Component	Data	Model
▶ Template: Bridges					
Timber bridges -- Target LoS 3		15	Timber Bridge data		Timber Bridge Model
Concrete bridges- target LoS 2.5		15	Concrete Bridge data		Concrete Bridge Model

To the right of the table is a dropdown menu for 'Annuity and Pricing' with the following options:

- Annuity and Pricing
- Backlog Funding Report (Schedule 7)
- Life Cycle Capital Funding Profile (NAMF 4.4)
- Capital Works Program
- Simulation Export
- Capital Works Schedule
- Service Level Analysis (NAMF 4.4)
- Asset Life Cycle
- Funding Distribution Analysis (LTFP)
- Budget Distribution Comparison
- Net Present Comparison
- Service Level Comparison
- Year Level Comparison
- Community Consultation Comparison

At the bottom left, there is a checked checkbox, and at the bottom right, there is an 'Edit Filter' button.

# Annual Financial Reconciliation Report

Financial Reconciliation (30/06/2013)

Asset Id   Asset Name   Asset Zone   Asset Class   Financial Class   Financial Sub Class   GL Number   FAR Number   FA Class   FA Sub Class   Project Code   Cost Centre

Depreciation Number

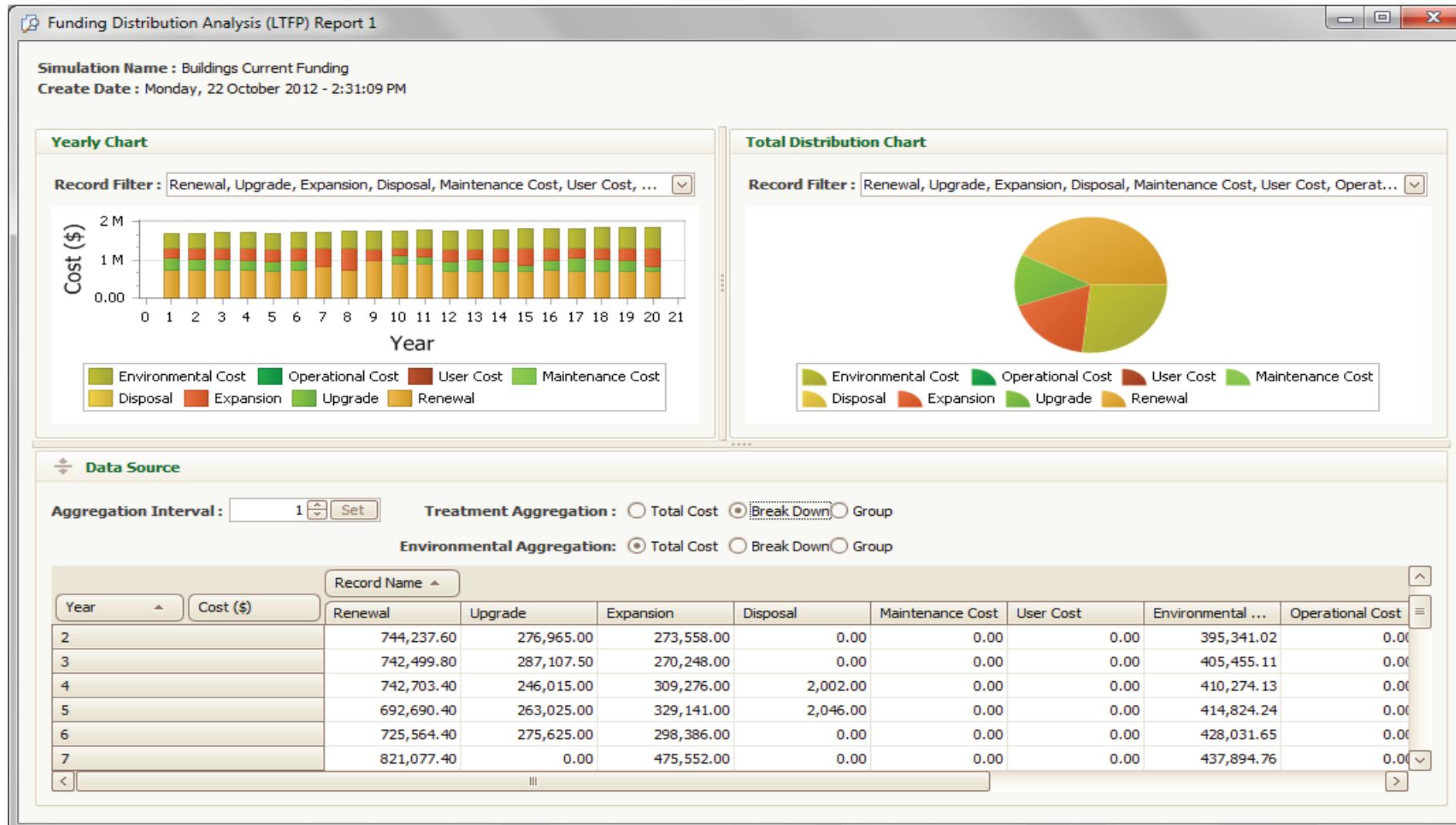
Value   Value Type   Value Sub Type

Catag...	Component ...	Replacement Value				Accumulated Depreciation						
		Opening Balance	Addition	Closing Balance	Post Closing Bal...	Opening Balance	Addition	Adjustments	Depreciation Ex...	Closing Balance	Post Cl...	
<input type="checkbox"/>	Roads	Pavement Base	\$374,336.64	\$101,957,614.98	\$102,331,951.62	\$102,331,951.62	\$89,855.44	\$50,325,257.51	\$5,347.67	\$1,359,434.87	\$51,779,895.49	\$51,779,
		Surface	\$97,779.31	\$23,258,164.03	\$23,355,943.34	\$23,355,943.34	\$4,905.71	\$11,070,731.56	\$6,111.21	\$1,659,596.51	\$12,741,344.99	\$12,741,
	Roads Total		\$472,115.95	\$125,215,779.01	\$125,687,894.96	\$125,687,894.96	\$94,761.15	\$61,395,989.08	\$11,458.87	\$3,019,031.38	\$64,521,240.48	\$64,521,
<input type="checkbox"/>	Sewer Mains	Sewer Mains	\$9,979,170.89		\$9,979,170.89	\$9,979,170.89	\$2,115,381.13		\$0.00	\$153,676.17	\$2,269,057.31	\$2,269,
<input type="checkbox"/>	Sewer Pump	Sewer Pump	\$19,096,195.53		\$19,096,195.53	\$19,096,195.53	\$2,172,952.48		\$0.00	\$292,994.87	\$2,465,947.35	\$2,465,
<input type="checkbox"/>	Storage Stru...	Storage Structu...	\$30,944,300.00		\$30,944,300.00	\$30,944,300.00	\$490,601.23		\$0.00	\$93,524.02	\$584,125.25	\$584,
<input type="checkbox"/>	Water Mains	Pipe	\$3,086,317.75		\$3,086,317.75	\$3,086,317.75	\$384,807.73		\$0.00	\$24,674.11	\$409,481.84	\$409,
<input type="checkbox"/>	Water Plant ...	Water Plant an...	\$749,200.00		\$749,200.00	\$749,200.00	\$58,001.12		\$0.00	\$7,708.27	\$65,709.39	\$65,
<input type="checkbox"/>	Water Pump ...	Water Pump St...	\$282,500.00		\$282,500.00	\$282,500.00	\$59,823.07		\$0.00	\$8,420.00	\$68,243.07	\$68,
<input type="checkbox"/>	Water Reser...	Water Reservoirs	\$1,932,500.00		\$1,932,500.00	\$1,932,500.00	\$652,600.60		\$0.00	\$53,145.33	\$705,745.94	\$705,
	Grand Total		\$66,542,300.12	\$125,215,779.01	\$191,758,079.13	\$191,758,079.13	\$6,028,928.51	\$61,395,989.08	\$11,458.87	\$3,653,174.16	\$71,089,550.62	\$71,089,

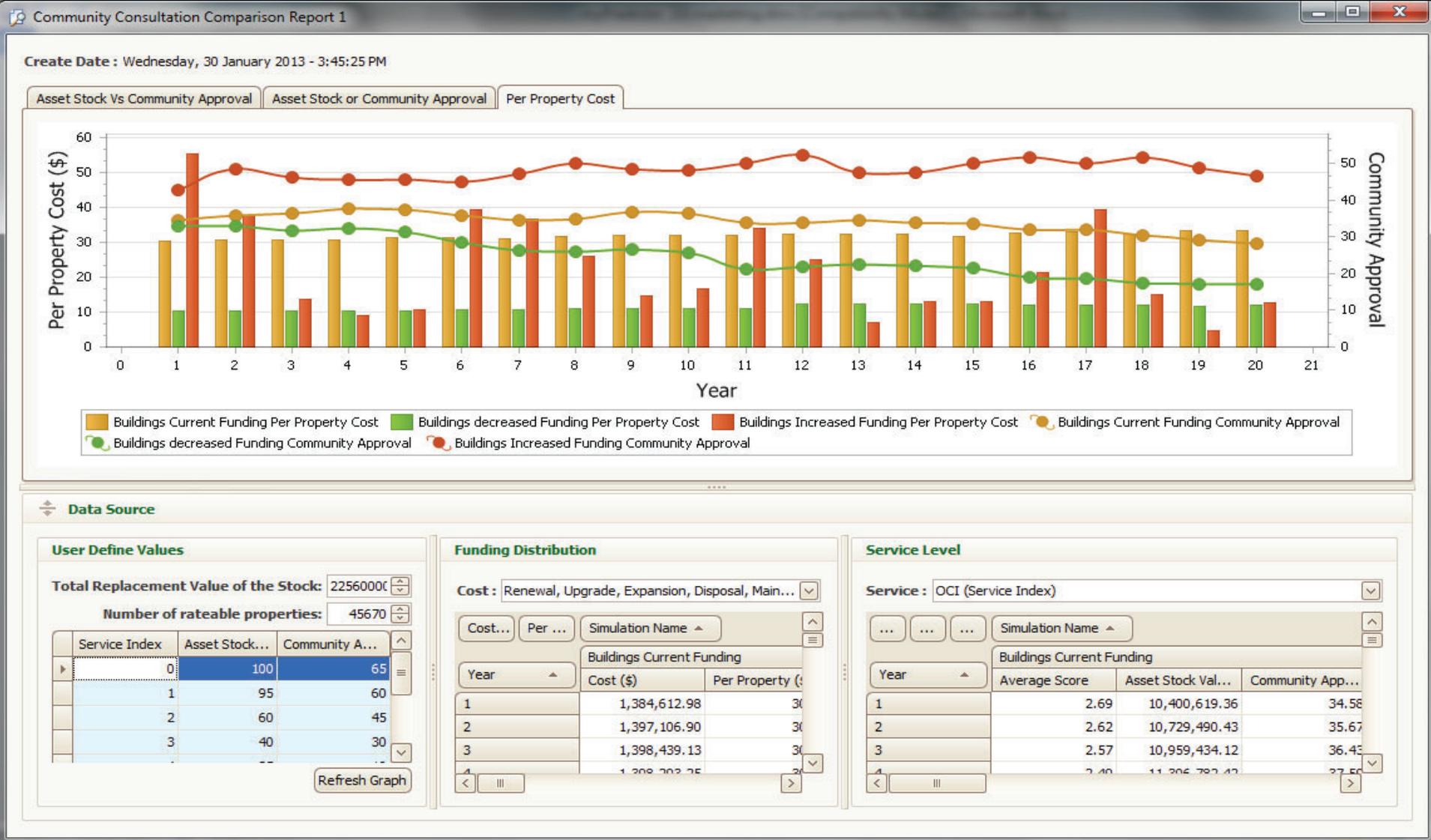
Number of decimal places: 2

Export   Close

# Asset Funding Distribution report



# Community Consultation report



# Risk Register report

Risk Register Report

Category ▾

Asset ID	Asset Name	Segment	Hierarchy	
<b>Category: Sewer Mains</b>				
45673				
Risk ID	Risk Name	Status	Likelihood	Consequence
25	Total failure due Deterioration		4 - Likely	3 - Moderate
<b>Category: Sewer Pump</b>				
214406	BO01 WTP - Backwash Pump System	BO01 WTP - Backwash Pump 1		
Risk ID	Risk Name	Status	Likelihood	Consequence
21	Electrical fault - due to very old...	Open	4 - Likely	4 - Major
<b>Category: Sewer Pump Stations</b>				
301	BU01 SPS	BU01 SPS		
Risk ID	Risk Name	Status	Likelihood	Consequence
22	Discharge to the environment	Open	3 - Possible	3 - Moderate
23	Electrical fault - Ageing equipo...	Open	4 - Likely	4 - Major
<b>Category: Sewer Treatment Facility</b>				
89	BU STP	Bulahdelah Sewer Treatment Plant		
Risk ID	Risk Name	Status	Likelihood	Consequence
24	Discharge to environment from ...	Open	3 - Possible	3 - Moderate
27	System failure due to inundation		2 - Unlikely	4 - Major

Keywords:      Enable search

# NAMF Ratio report

NAMF Ratio Report (30/06/2010)

Valuation					User Inputs			Ratios						
Asset Category	Replacement Value	Depreciable Amount	Annual Depreciation	Written Down Value	Average Annual Planned Renewal	Average Annual Planned Upgrade	Average Annual Desired Renewal	Asset Sustain... Ratio	Asset Renewal Funding...	Remaining Service Potential Index	Average Annual Asset Consum...	Average Annual Renewal Ratio	Average Annual Upgrade Ratio	
▶ Sealed Roads	\$521,492,006.95	\$521,492,006.95	\$12,654,074.43	\$251,352,183.46	\$13,909,000.00	\$9,500,000.00	\$15,300,000.00	109.92 %	90.91 %	48.20 %	2.43 %	2.67 %	1.82 %	
Bridges	\$14,521,644.75	\$14,521,644.75	\$167,204.17	\$10,642,216.46	\$90,000.00	\$75,000.00	\$123,000.00	53.83 %	73.17 %	73.29 %	1.15 %	0.62 %	0.52 %	

Edit Expression Conditions      Export      Close

# Detailed Level 2 condition assessment reporting of an asset component

**Level 2 Assessment**

**Assessment Characteristics**

Assessment ID: 9 Rater: [ ] Rating Date: 17/12/2012

Comments: [ ]

**Component Details**

Location: [ ] Component Group: Structure Component Type: Roof Component: Fixtures Sub Component: Skylights

Material: [ ] Useful Life (Yrs): 40 URR (\$): 466.00 Unit: number Photo Link: [ ]

**Condition/Replacement Details** **Penetrations**

**Measurements**

Length: [ ] Width: [ ] Gross Area: [ ] Net Area: [ ] Quantity: 5.00

Measure: 5.00 GRC (\$): 2,330.00 Degradation Profile: Assetic BM RUL pro... Safety: 3 Appearance: 3

**Note**

Only if the component is replaceable by portions enter separate condition status. Otherwise enter average condition in the corresponding condition Box.

**Condition and Replacement Details**

	Condition %	RUL (Yrs)	Replacement Year	Replacement Cost (\$)
Condition 6:	[ ]	[ ]	[ ]	[ ]
Condition 5:	[ ]	[ ]	[ ]	[ ]
Condition 4:	[ ]	[ ]	[ ]	[ ]
Condition 3:	100	24.80	2037	2,330.00
Condition 2:	[ ]	[ ]	[ ]	[ ]
Condition 1:	[ ]	[ ]	[ ]	[ ]
Condition 0:	[ ]	[ ]	[ ]	[ ]

**OCI Calculations**

OCI: 3.00 24.80 2037 2,330.00

OK Cancel

# Level 2 condition assessment of assets

The screenshot displays the MyData Premium interface for a Level 2 condition assessment. The main window shows the following details:

- Name:** Courthouse & Public Toilets
- Asset ID:** BL00011
- Zone:** Corangamite
- Timeline:** Current

The interface includes a navigation menu with tabs for Summary, Inventory, Attributes, Agreements, Essential Services, Level 2 Assessment (selected), Condition, Fair Value, Cash Flow, Depr. Schedule, Documents, Photos, Risk Management, and Associated Assets. A left-hand sidebar shows a tree view of buildings, with 'Courthouse & Public Toilets' selected under the 'Corangamite' zone.

The main data table displays the following information:

Sub Component	OCI	Replacement Year	Replacement Value	Appearance	Safety	Rating Date
Component Group: Externals						
Component Group: Interior						
Component Group: Services						
Component Type: Electrical						
Component Type: Fire						
Component Type: Mechanical						
Component Group: Structure						
Component Type: Floor						
Component Type: Roof						
Component: Cladding						
Component: Downpipes						
Component: Fascia						
Component: Fixtures						
Skylights	3	2037	2330	3	3	17/12/2012
Ornate Railings	4	2026	782	4	4	17/12/2012
Component: Flashings						
Component: Gutters						

At the bottom of the window, there are search and action buttons: Keywords, Search, Advanced Search, Clear Search, Enable search (checked), Preview or Export To..., Refresh, Add, Edit, and Delete.

# Level 2 Detailed annual works program

Advanced Asset Search(Current Profile [Coramgamite Level 2 works program]) (Pivot Report)

Pivot Fields Customization | Pivot View Customisation | Chart Integration Customization

**Fields Settings**

Item Fields:  KPI Graphics:  Cell format Type:

Summary Type: Count Display Type:  Cell format:

Show Top #:  0 Show Others:

Group Interval Type:  Numerical Interval Value:  0

Custom Total:  Add Remove all

**Column Customization**

Show Column Customization

Add Expression Field

**Replacement Cost of the asset**

Drop Column Fields Here

Replacem...	Asset Name	Componen...	Component Type	Component	OCI	Replacement Cost of th...
2017	Leura Street Toilet Block	Interior Total				\$2,355.00
	Public Toilet	Interior	Ceilings	Paint	3	\$648.00
			Fitouts & Fittings	Sharps Disposal	3	\$2,400.00
				Toilet Roll Holder	3	\$420.00
			Fitouts & Fittings Total			\$2,820.00
			Walls	Paint	3	\$1,680.00
		Interior Total				\$5,148.00
	Tandarook Park Toilet Block	Interior	Walls	Paint	3	\$651.00
	Victoria Street Toilet Block	Interior	Ceilings	Paint	3	\$384.00
			Fitouts & Fittings	Toilet Roll Holder	3	\$126.00
		Interior Total				\$510.00
	Apex Park Toilet Block	Interior	Fitouts & Fittings	Toilet Roll Holder	3	\$252.00
	Caravan Park	Interior	Ceilings	Fixtures	3	\$600.00
				Paint	3	\$1,836.00
		Ceilings Total				\$2,436.00
		Fitouts & Fittings	Toilet Roll Holder		3	\$336.00
			Washing Machine		3	\$6,900.00
		Fitouts & Fittings Total				\$7,236.00
		Kitchen Fitouts	Cooking		3	\$800.00
		Walls	Paint		3	\$4,137.00

Export Pivot Report Close

# Level 2 buildings works program reporting

Advanced Asset Search(Current Profile [Coramgamite Level 2 works pro...]

Pivot Fields Customization Pivot View Customisation Chart Integration Customization

Fields Settings

Item Fields: [ ] KPI Graphics: [ ]

Summary Type: Count [ ] Display Type: [ ]

Show Top #: [ ] 0 [ ] Show Others:

Group Interval Type: [ ] Numerical Interval Value: [ ]

Custom Total: [ ] [Add] [Remove all]

Replacement Cost of the asset

Drop Column Fields Here

Replacem...	Asset Name	Replacement Cost of th...
2014	Public Toilet	\$636.00
	Main Public Toilets	\$1,200.00
	Simpson Depot Shed & Toilet	\$250.00
2014 Total		\$2,086.00
2015	Victoria Street Toilet Block	\$1,200.00
	Caravan Park	\$275.00
	Senior Citizens Centre	\$807.00
2015 Total		\$2,282.00
2016	Apex Park Toilet Block	\$1,200.00
	Caravan Park	\$1,396.00
	Courthouse & Public Toilets	\$1,377.00
	Shenfield Street Toilet Block	\$1,200.00
2016 Total		\$5,173.00
2017	Apex Toilet Block	\$126.00
	Leura Street Toilet Block	\$2,355.00
	Public Toilet	\$5,148.00
	Tandarook Park Toilet Block	\$651.00
	Victoria Street Toilet Block	\$510.00
	Apex Park Toilet Block	\$252.00
	Caravan Park	\$16,179.00

[Export Pivot Report] [Close]

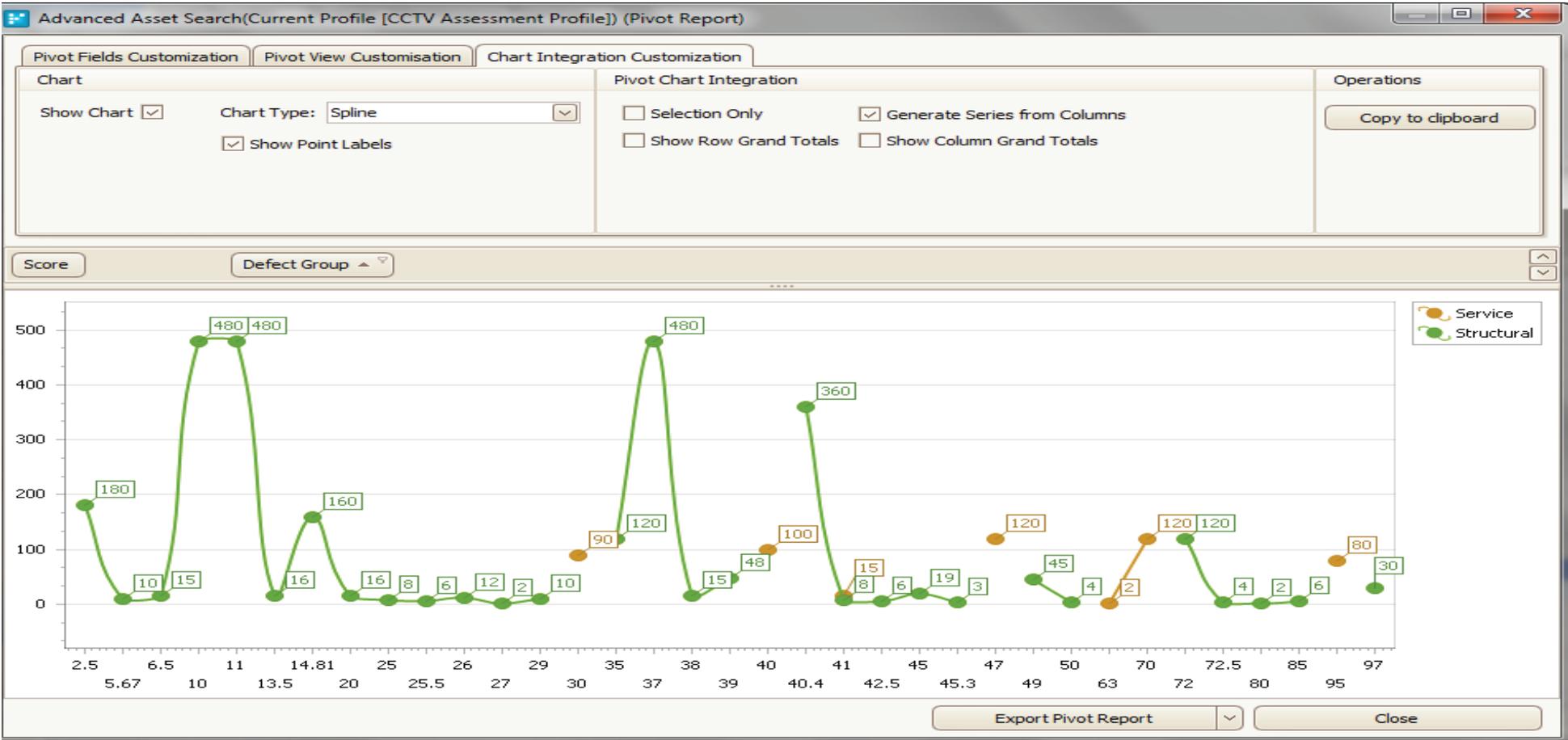
# Condition reporting of sewer mains

The screenshot displays the MyData Premium software interface for reporting on sewer mains. The window title is "MyData Premium - [Sewer Mains]". The menu bar includes File, Edit, Reports, Tools, Data Integration, Asset Register, Strategic Maintenance Planning, and Help. The main interface is divided into several sections:

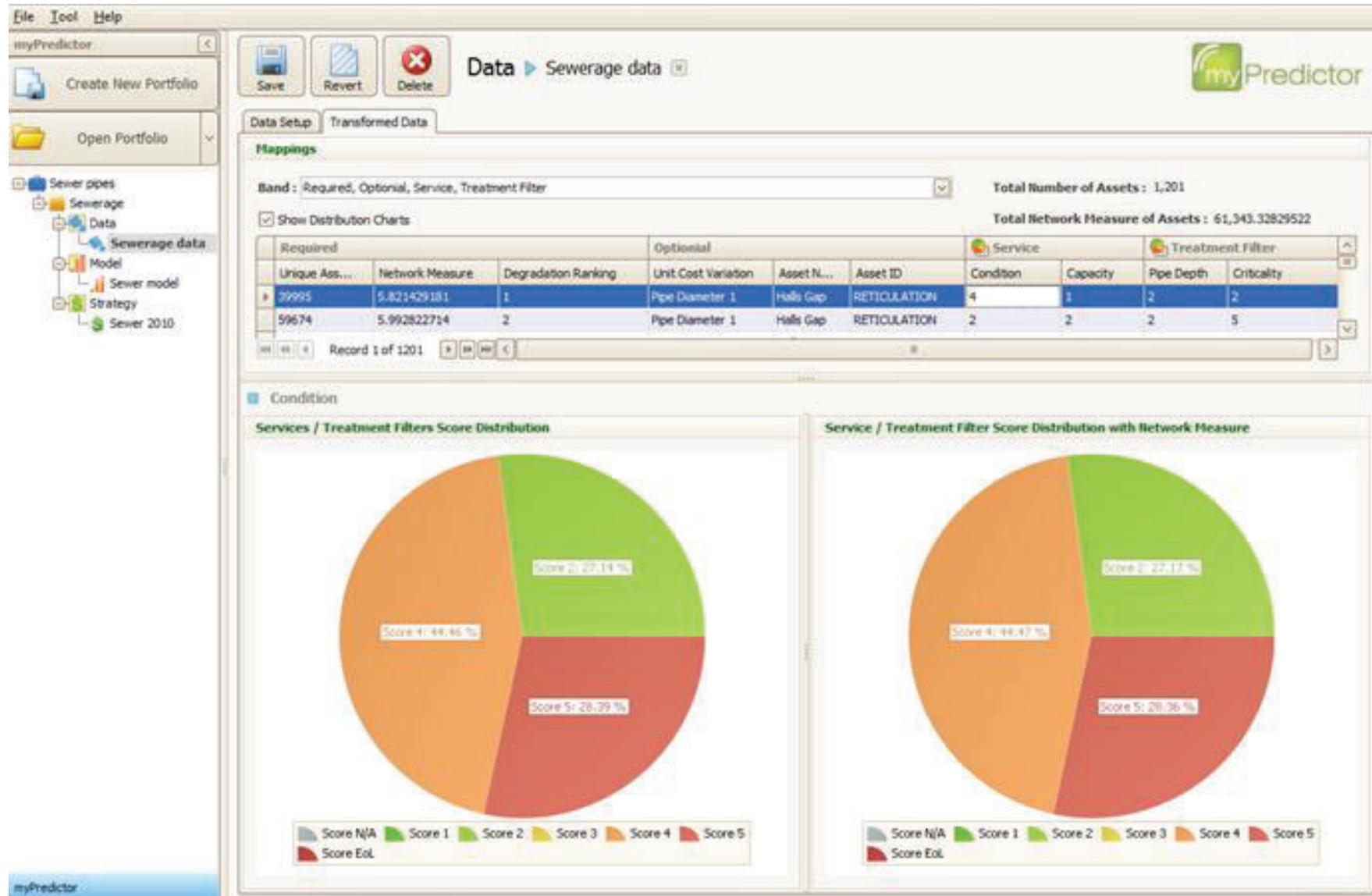
- Asset Register:** A search bar and a list of sewer mains. The "Sewer Gravity Main" category is expanded, showing a list of assets with IDs: 97737, 97740, 170466, 97708, 97709, 97710, 45089, 45530, 45593, 45690, and 46540. The asset 97737 is selected.
- Asset Details:** Name: Sewer Gravity Main, Asset ID: 97737, Zone: [empty], Timeline: Current. A "Create Archive" button is present.
- Navigation Tabs:** Summary, Inventory, Attributes, Condition, CCTV Assessment, Fair Value, Depr. Schedule, Documents, Photos, Risk Man.
- Condition Serviceability:** DCI: 5, ACI: 5, Coarse Condition: [empty], Maintenance Condition: [empty], WSA Structural Peak: 5, WSA Service Peak: 4, WSA Structural Mean: 5, WSA Service Mean: 5.
- Condition Serviceability Raw Score:** Coarse Condition: [empty], Maintenance Condition: [empty], WSA Structural Peak: 80, WSA Service Peak: 40, WSA Structural Mean: 118.75, WSA Service Mean: 12.75.
- Performance Serviceability:** API: 2, Capacity: 2, Functionality: [empty].
- Performance Serviceability Raw Score:** Pipe Relined: Yes, Capacity: 2, Functionality: [empty].
- Risk Assessment:** ORJ: [empty], ORJ Raw: [empty], Type of Customer: Residential, Difficulty Of Repair: [empty], Consequence of Failure: Moderate, Likelihood of Failure: High, Transportation Criticality: [empty], Environmental Criticality: [empty].

At the bottom, the configuration is "myData Upgrades.config", and the active financial year is 2012. The status bar also shows "User Permissions" and "Configuration Permissions".

# WSA complaint CCTV structural and service condition assessment reporting of sewer mains



# Average condition reporting of sewer network



# Useability condition Index reporting of Parks

Assessment Details

Assessor: Pratt, Bob ... X Assessed Date: 8/02/2012 v

General Comments: [ ]

Assessment Items

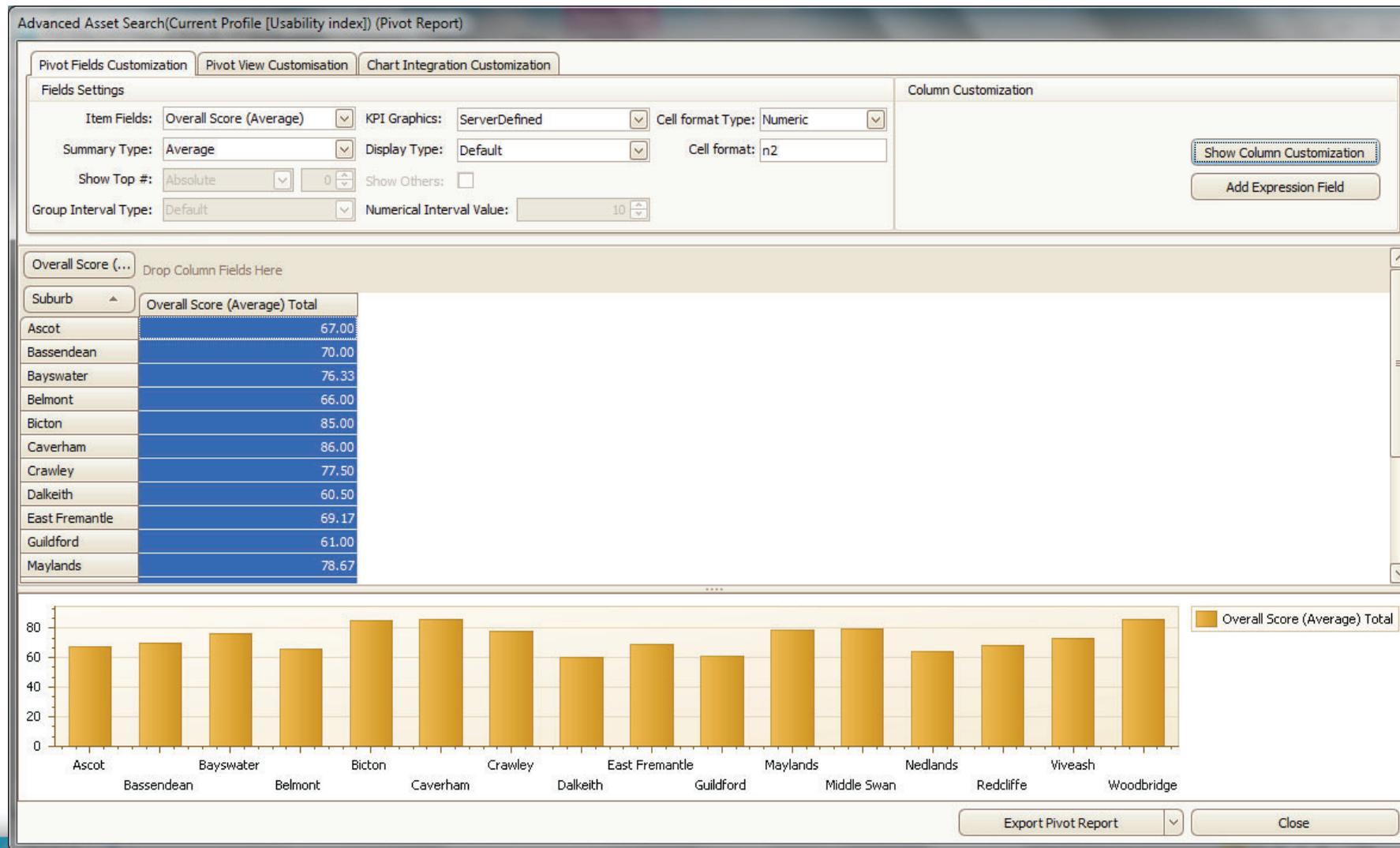
Natural Appeal:	7	Comments:	[ ]
Site Condition:	6	Comments:	[ ]
Visitation & Involvement:	5	Comments:	[ ]
Sense of Place:	6	Comments:	[ ]
Activity Spectrum:	4	Comments:	[ ]
Comfort & Safety:	7	Comments:	[ ]
Relaxation & Reflection:	8	Comments:	[ ]
Social Interaction:	5	Comments:	[ ]
Land Access:	8	Comments:	[ ]
Water Access:	1	Comments:	[ ]

Useability Index Scores

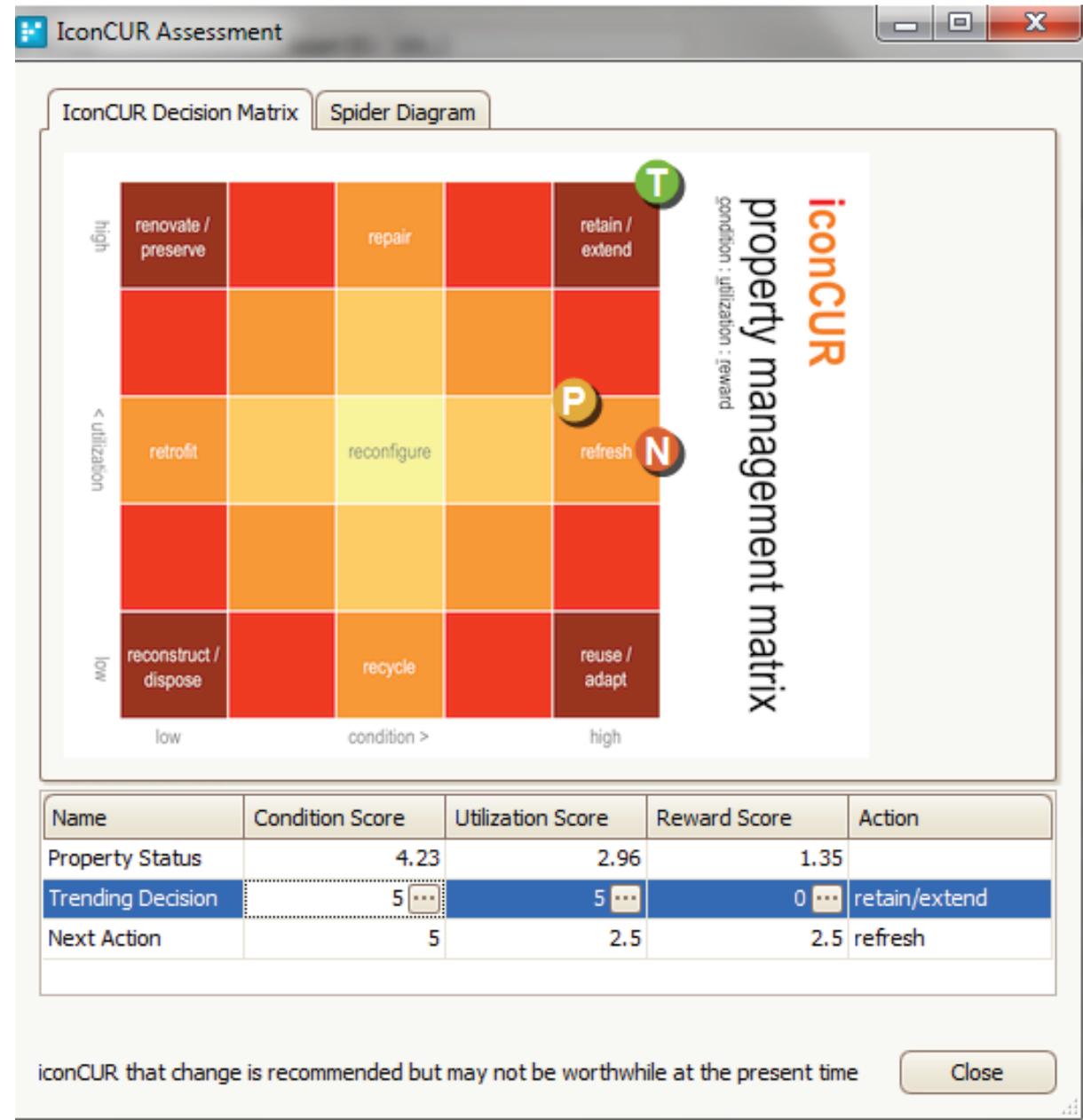
Overall Score:	57.00		
Connection:	24	Aesthetics:	13
		Attachment:	11
Function:	33	Activity Infrastructure:	11
		Activity Amenity:	13
		Access:	9

OK Cancel

# Average useability condition score of council managed parks by suburb



# iconCUR property assessment reporting



# Roads Condition assessment report

File Edit Reports Tools Data Integration Asset Register Strategic Maintenance Planning Help

Template All

Asset Register

Search

Roads

Stornoway

0 AAIRSTRIP ROAD

100,2

HEC PMS

HEC Roads

North

North West

West

1 Canberra

1 Clendon

1 Coonil

Advanced Settings

Show Disposed Assets

Customise View Reset View

Refresh

Asset Register

Strategic Maintenance Planning

Name: 0 AAIRSTRIP ROAD Asset ID: 100,2

Zone: Stornoway Timeline: Current Create Archive

myData

Summary Inventory Attributes Traffic Count Condition Fair Value Depr. Schedule Documents Photos Risk Management Associated Assets Maintenance Plannin

Condition Info

OCI: [ ]

Crocodile Cracking: 2 Linear Cracking: 1 Stripping: 1 Pavement Defects: 1

Trans Cracking [ ] Edge Defects: 1 Rutting: 2 Pavement Depth: [ ]

Local Surface Defects: 1 Surface Deformation: [ ] Surface Texture: [ ] Pavement Strength: [ ]

Flushing: [ ] Patches: [ ] Roughness: [ ]

Raveling: [ ] Drainage: [ ] Cross Section: [ ] Oxidation: [ ]

Calculated Raw Data

Slight Croc Cracking (m2): 0.04	Slight Linear Cracking (m2): 0.02	Slight Stripping (m2): 2.88	Slight Pave Defect (m2): 0.29
Moderate Croc Cracking (m2): [ ]	Moderate Linear Cracking (m2): [ ]	Moderate Stripping (m2): [ ]	Moderate Pave Defect (m2): [ ]
Extreme Croc Cracking (m2): 0.08	Extreme Linear Cracking (m2): [ ]	Extreme Stripping (m2): [ ]	Extreme Pave Defect (m2): [ ]
Total Croc Cracking: M2	Total Linear Cracking: S1	Total Stripping: S1	Total Pavement Defect: S1
Slight Trans Cracking (m2): [ ]	Slight Edge (m): 2.01	Slight Rutting (m): [ ]	Pavement Depth (mm): [ ]
Moderate Trans Cracking (m2): [ ]	Moderate Edge (m): [ ]	Moderate Rutting (m): 4.00	Total Pavement Strength: [ ]
Extreme Trans Cracking (m2): [ ]	Extreme Edge (m): [ ]	Extreme Rutting (m): [ ]	Roughness Count: 111
Total Trans Cracking [ ]	Total Edge: S1	Total Rutting: M1	Roughness Estimated: [ ]
Local Surface Defects (m2): 0.06	Surface Deformation (m2): [ ]	Surface Texture (m2): [ ]	Patches (m2): [ ]

# Grants Commission report

Select An Asset: Sealed Roads

Select A Tab: All Fields

Include disabled assets

Archive Date: 25/05/2007

Add Fields (Double Click to Select)

- AAADT
- AAADT Year
- Acquired From
- Additional Area
- Additional Area Type
- Aesthetics Holistic Level
- Ancillary Area
- Asset Class
- Asset Sub Class
- Asset Sub Type
- Asset Type
- Audit Change Reason
- Audit Change Type
- Audit Comments
- Audit Impact
- Bus Route
- Capacity Holistic Level
- Carriageway Area
- Carriageway Code
- Carriageway Width
- Condition System
- Conservation Code
- Control
- Coordinating Road Authority
- Crocodile Cracking Condition Index

Reduce the tree view after searching

Search Profile

Grants-commission-Schedule-...

Load Profile

Selected Fields List

- Standard**
- Asset ID
- Asset Name
- Inventory**
- Segment Length
- Attributes**

Search Filter

And

- [Grants Commission Hierarchy Code] Equals 21000

Save Profile    Reset Filter    Search

Aggregate Summary: Sum    Segment Length    Add    Clear all summary    Pivot Report

Grants Commission Kerb    Grants Commission Traffic Code

Asset ID	Asset Name	Segment Location	Segment Length	Grants Commission Hierarchy Code
<input type="checkbox"/>	Grants Commission Kerb: Kerbed	Sum(Segment Length) - 617127.9		
<input type="checkbox"/>	Grants Commission Traffic Code: 20000	Sum(Segment Length) - 4876.6		
<input type="checkbox"/>	Grants Commission Traffic Code: 20005	Sum(Segment Length) - 413373.2		
<input type="checkbox"/>	Grants Commission Traffic Code: 20010	Sum(Segment Length) - 128282.1		
<input type="checkbox"/>	Grants Commission Traffic Code: 20015	Sum(Segment Length) - 70596.0		
<input type="checkbox"/>	Grants Commission Kerb: Unkerbed	Sum(Segment Length) - 98401.2		
<input type="checkbox"/>	Grants Commission Traffic Code:	Sum(Segment Length) - 1190.0		
<input type="checkbox"/>	Grants Commission Traffic Code: 20020	Sum(Segment Length) - 3023.2		
<input type="checkbox"/>	Grants Commission Traffic Code: 20025	Sum(Segment Length) - 47332.9		
<input type="checkbox"/>	Grants Commission Traffic Code: 20030	Sum(Segment Length) - 17757.6		
<input checked="" type="checkbox"/>	[Grants Commission Hierarchy Code] = '21000'			

Search Result: 3998 value returned    Show In The Map    Export Result    Select Asset

## Project Cost Estimate Update

Re: Statement of Work in Brad Campbell email to Lois Burgess June 27, 2016

### Project Cost Summary

Description	Cost
Software Cost & Professional Services (two service areas)	\$ 153,300
Annual Ongoing license & Support (Year 2 & 3: \$113,500x2)	\$ 227,000
<b>Total cost over the 3 year Agreement</b>	<b>\$ 380,300</b>

### Project Cost Estimate

Year 1	
Software Subscription Cost: <ul style="list-style-type: none"> <li>• Assetic Modules               <ul style="list-style-type: none"> <li>o asseticAssets (15 Users)</li> <li>o asseticAccounting</li> <li>o asseticPredictor</li> </ul> </li> <li>• ESRI plugin (standard)</li> <li>• Asset Categories               <ul style="list-style-type: none"> <li>o Transportation Class (all categories)</li> <li>o Parks and Recreation (all categories)</li> <li>o Buildings and Facilities all categories</li> </ul> </li> </ul>	\$67,100
Implementation and training two (2) asset classes, Transportation and Parks & Recreation <ul style="list-style-type: none"> <li>• Project Scoping</li> <li>• Asset Register Development</li> <li>• Predictive Modelling</li> <li>• Reporting development and configuration</li> <li>• PSAB and Replacement Value Configuration</li> <li>• Staff Training (*training also included in the above work)</li> </ul>	\$6,300 \$23,100 \$28,350 \$6,400 \$15,750 \$6,300 \$86,200
<b>Sub Total</b>	<b>\$153,300</b>
Year 2	
Software Subscription Cost: <ul style="list-style-type: none"> <li>• Assetic Modules               <ul style="list-style-type: none"> <li>o Assetic Assets Standard (50 users)</li> <li>o Assetic Predictor Premium</li> <li>o Asset Cloud Standard (Unlimited)</li> <li>o ESRI plugin (standard)</li> </ul> </li> <li>• Asset Categories</li> </ul>	\$113,500
Cost (excl. HST)	

Implementation and training additional asset classes * to be determined after year 1 if required		\$-
	<b>Sub Total</b>	<b>\$113,500</b>
<b>Year 3</b>		<b>Cost (excl. HST)</b>
Software Subscription Cost:		
• Assetic Modules		
o Assetic Assets Standard (50 users)		
o Assetic Predictor Premium		
o Asset Cloud Standard (unlimited)		\$113,500
o ESRI plugin (standard)		
• Asset Categories		
o AllAsset Classes		
Implementation and training		\$-
	<b>Sub Total</b>	<b>\$113,500</b>
	<b>Project Total</b>	<b>\$380,300</b>

- Standard Support and Maintenance included
- Standard Software upgrades included
- User restrictions have been applied to keep cost down during the initial phases of the implementation.
- Integration to JDE is not included as part of the annual subscription, pricing can be obtain after scoping of specific requirements.
- Assetic Fleet module is not included in the above pricing. The Standard Fleet category used for inventory and condition storage and valuation is included.

**“SCHEDULE 2”**

**Schedule B - Project Cost Estimate Update**

Re: Statement of Work in Brad Campbell email to Lois Burgess June 27, 2016

Modified December 10, 2019 by Ben Moller

**Project Cost Summary**

<b>Description</b>	<b>Cost</b>
Software Cost & Professional Services (two service areas)	\$ 153,300
Annual Ongoing license & Support (Year 2 & 3: \$113,500x2)	\$ 227,000
<b>Total cost over the initial 3 year Agreement</b>	<b>\$ 380,300</b>
Annual Ongoing license& Support (Years 4-6: \$113,500 x 3)	\$340,500

**Project Cost Estimate**

<b>Year 1</b>	
Software Subscription Cost: <ul style="list-style-type: none"> <li>• Assetic Modules                             <ul style="list-style-type: none"> <li>○ asseticAssets (15 Users)</li> <li>○ asseticAccounting</li> <li>○ asseticPredictor</li> </ul> </li> <li>• ESRI plugin (standard)</li> <li>• Asset Categories                             <ul style="list-style-type: none"> <li>○ Transportation Class (all categories)</li> <li>○ Parks and Recreation (all categories)</li> <li>○ Buildings and Facilities all categories</li> </ul> </li> </ul>	\$67,100
Implementation and training two (2) asset classes, Transportation and Parks & Recreation <ul style="list-style-type: none"> <li>• Project Scoping</li> <li>• Asset Register Development</li> <li>• Predictive Modelling</li> <li>• Reporting development and configuration</li> <li>• PSAB and Replacement Value Configuration</li> <li>• Staff Training (*training also included in the above work)</li> </ul>	\$6,300 \$23,100 \$28,350 \$6,400 \$15,750 \$6,300 \$86,200
<b>Sub Total</b>	<b>\$153,300</b>
<b>Year 2</b>	
Software Subscription Cost: <ul style="list-style-type: none"> <li>• Assetic Modules                             <ul style="list-style-type: none"> <li>○ Assetic Assets Standard (50 users)</li> <li>○ Assetic Predictor Premium</li> <li>○ Asset Cloud Standard (Unlimited)</li> <li>○ ESRI plugin (standard)</li> </ul> </li> <li>• Asset Categories</li> </ul>	\$113,500
Implementation and training additional asset classes * to be determined after year 1 if required	\$-
<b>Sub Total</b>	<b>\$113,500</b>
<b>Year 3</b>	
Software Subscription Cost: <ul style="list-style-type: none"> <li>• Assetic Modules                             <ul style="list-style-type: none"> <li>○ Assetic Assets Standard (50 users)</li> <li>○ Assetic Predictor Premium</li> <li>○ Asset Cloud Standard (unlimited)</li> <li>○ ESRI plugin (standard)</li> </ul> </li> <li>• Asset Categories                             <ul style="list-style-type: none"> <li>○ AllAssetClasses</li> </ul> </li> </ul>	\$113,500
Implementation and training	\$-
<b>Sub Total</b>	<b>\$113,500</b>

<b>Year 4</b>	<b>Cost (excl. HST)</b>
Software Subscription Cost: <ul style="list-style-type: none"> <li>• Assetic Modules <ul style="list-style-type: none"> <li>o Assetic Assets Standard (50 users)</li> <li>o Assetic Predictor Premium</li> <li>o Asset Cloud Standard (unlimited)</li> <li>o ESRI plugin (standard)</li> </ul> </li> <li>• Asset Categories <ul style="list-style-type: none"> <li>o AllAssetClasses</li> </ul> </li> </ul>	\$113,500
Implementation and training	\$-
<b>Sub Total</b>	<b>\$113,500</b>
<b>Year 5</b>	<b>Cost (excl. HST)</b>
Software Subscription Cost: <ul style="list-style-type: none"> <li>• Assetic Modules <ul style="list-style-type: none"> <li>o Assetic Assets Standard (50 users)</li> <li>o Assetic Predictor Premium</li> <li>o Asset Cloud Standard (unlimited)</li> <li>o ESRI plugin (standard)</li> </ul> </li> <li>• Asset Categories <ul style="list-style-type: none"> <li>o AllAssetClasses</li> </ul> </li> </ul>	\$113,500
Implementation and training	\$-
<b>Sub Total</b>	<b>\$113,500</b>
<b>Year 6</b>	<b>Cost (excl. HST)</b>
Software Subscription Cost: <ul style="list-style-type: none"> <li>• Assetic Modules <ul style="list-style-type: none"> <li>o Assetic Assets Standard (50 users)</li> <li>o Assetic Predictor Premium</li> <li>o Asset Cloud Standard (unlimited)</li> <li>o ESRI plugin (standard)</li> </ul> </li> <li>• Asset Categories <ul style="list-style-type: none"> <li>o AllAssetClasses</li> </ul> </li> </ul>	\$113,500
Implementation and training	\$-
<b>Sub Total</b>	<b>\$113,500</b>
<b>Project Total</b>	<b>\$720,800</b>

- Standard Support and Maintenance included
- Standard Software upgrades included
- User restrictions have been applied to keep cost down during the initial phases of the implementation.
- Integration to J DE is not included as part of the annual subscription, pricing can be obtain after scoping of specific requirements.
- Assetic Fleet module is not included in the above pricing. The Standard Fleet category used for inventory and condition storage and valuation is included.

Bill No. 96  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to approve the Agreement for the delivery of the London Circles Initiative between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes.

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

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Agreement for the delivery of the London Circles Initiative entered into between The Corporation of the City of London and Goodwill Industries, Ontario Great Lakes, attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – March 2, 2020  
Second reading – March 2, 2020  
Third reading – March 2, 2020

## Schedule 1

### PURCHASE OF SERVICE AGREEMENT FOR THE CIRCLES INITIATIVE

**THIS AGREEMENT** with effect as of the 1st day of January, 2020,

BETWEEN:

**GOODWILL INDUSTRIES, ONTARIO GREAT LAKES**  
(hereinafter referred to as the "Service Provider")

AND

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter referred to as the "City")

**WHEREAS** the City is the delivery agent for the geographic area of the City of London and the County of Middlesex under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Schedule A;

**AND WHEREAS** sections 3 and 4 of the *Ontario Works Act, 1997* state that a form of assistance under the Act is employment assistance, which is assistance to help a person to become and stay employed;

**AND WHEREAS** section 39(1) of the *Ontario Works Act, 1997* provides that each delivery agent is responsible for the administration of the Act and the provision of employment assistance in the delivery agent's geographic area;

**AND WHEREAS** the City is interested in securing Goodwill Industries, Ontario Great Lakes as the organization that will administer the Circles Initiative in collaboration with the City of London.

**AND WHEREAS** the Service Provider is a duly incorporated company;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

#### 1.0 DEFINITIONS:

1.1. In this Agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) **"Benefit Unit"** has the meaning ascribed to it in the *Ontario Works Act, 1997*, and means a person and all of his or her dependants on behalf of whom the person applies for or receives basic financial assistance.
- (b) **"City Representative"** means the person delegated the authority to represent the City.
- (c) **"Participant"** has the meaning ascribed to it in the *Ontario Works Act, 1997* Regulation 134/98, and with respect to employment assistance, means a member of the benefit unit of a recipient of income assistance but does not include,
  - (i) a dependent child who is of pre-school age or attending school, or
  - (ii) a person who receives only temporary care assistance

#### 2.0 TERM:

##### 2.1 Term of Agreement

Subject to sections 4.15, 8.1, and 8.2 the term of this Agreement commenced on the **1st day of January, 2020**, and shall expire, without the necessity of notice, on the **31st day of December, 2021** (the "Term of the Agreement").

##### 2.2 Renewal

At least 30 days prior to expiry of the Agreement, the City Representative and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and

conditions as set out in this Agreement for successive one-year periods, up to a maximum of two (2) one-year renewals. Any decision by the City Representative or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City to the Service Provider or the Service Provider to the City.

### **3.0 OBLIGATIONS OF THE CITY:**

#### **3.1 Payment for Circles Initiative**

Subject to section 3.2, the City shall pay the Service Provider for the provision of services under this Agreement as set out in **Schedule “C”**. The City shall pay for such services within 60 days of receipt of an invoice from the Service Provider, however in the event that the City disputes an amount indicated on an invoice, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Service Provider.

3.2 The City, in its sole discretion, may withhold payment, and/or require the Service Provider to repay to the City some or all of the funding for the Circles Initiative based upon the City’s assessment of the current year’s final audited statement provided to the City pursuant to section 4.4(g), 4.4(h) and **Schedule “E”**.

#### **3.3 Roles and Responsibilities**

The roles and responsibilities for the City are as follows:

City staff is responsible for determining the Participant’s ongoing eligibility for Ontario Works. Staff will work with Ontario Works Participants to develop a Participation Agreement and an Outcome Plan after a review of the Participants’ educational background, employment history, job goals, skills, qualifications, strengths, and interests. The Outcome Plan will include appropriate referrals to approved programs and relevant community supports.

City staff will develop mutually agreed to Participation Agreements with their Participants that reflect the steps Participants will take to become independent of social assistance. In addition to supporting Participants through this process, staff will ensure employment related expenses and child care supports are provided to Participants as required.

City staff will monitor service agreements for compliance with the Provincial guidelines and for the Service Provider’s performance according to this Purchase of Service agreement. This will include regular monitoring, auditing and quality assurance activities to ensure that performance outcomes and established benchmarks are being met by the Service Provider. Part of this process will include soliciting feedback from Participants on their participation in Purchase of Service Supports.

City staff will work with the Service Provider to resolve problems/issues relating to Participants’ participation in the Circles Initiative or relating to the program itself. City staff will assist the Circle Leader in the achievement of their employment and education goals. The City will endeavour to resolve matters in a mutually agreeable and timely fashion.

The City is responsible for setting the fee schedules for payments made to the Service Provider, and for verifying, approving and paying invoices based upon supporting documentation received. Payment will be made to the Service Provider based on pre-determined payment schedules. The City will not commit to pay program fees in advance of a Participant’s participation, or where City staff has not made a formal Participant referral.

### **4.0 OBLIGATIONS OF THE SERVICE PROVIDER:**

4.1 Subject to section 4.2, the Service Provider shall provide the Circles Initiative in accordance with this Agreement, the description of Services to be Provided as set out in **Schedule “B”** and the Outcomes as set out in **Schedule “D”** (“Outcomes”).

4.2 The requirements of the Circles Initiative as set out in **Schedule “B”** (Services to be Provided) and **Schedule “D”** (Outcomes) may be amended from time to time on the prior written mutual consent of the City Representative and the Service Provider.

#### **4.3 Return of Funds to City**

If the Service Provider uses the funds for purposes other than the provision of Circles Initiative as required under this Agreement, the City may demand the payment of funds equal to those already used by the Service Provider.

#### 4.4 Obligations of the Service Provider

The Service Provider shall:

- (a) provide the services listed in **Schedule “B”**, and fulfil the Outcomes as set out in **Schedule “D”**.
- (b) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (c) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the program and for coordinating all parts of the program under this Agreement;
- (d) provide the services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (e) use current state of the art methods and shall skilfully and competently deliver the Circles Initiative and shall employ only skilled and competent staff who will be under the supervision of the Service Provider;
- (f) instruct and train its staff to deliver the services required under this Agreement;
- (g) participate in program evaluation activities carried out by the applicable Ministry, including the Ministry of Children, Community and Social Services, Circles Canada or by the City;
- (h) provide statistical, financial and non-financial reporting to the City on a quarterly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Schedule “E”**;
- (i) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (j) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Circles Initiative it provides under this Agreement, and acknowledge the City’s involvement in the Circles Initiative;
- (k) obtain prior written approval from the City Representative for any use of the City logo or other intellectual property of the City;
- (l) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, including *Ontario Works Act, 1997* and its regulations, and all applicable municipal by-laws.

#### 4.5 Roles and Responsibilities

The roles and responsibilities for the Service Provider are as follows:

- shall co-operate and work with City staff to evaluate the Circles Initiative
- shall maintain any and all licences, permit and approvals required to deliver the Circles Initiative
- shall maintain documentation in employee personnel files to demonstrate ongoing compliance with confidentiality and vulnerable persons screening, health and safety training that relate to individual employee
- shall maintain accreditation relative to the population served
- shall submit reports on Participant participation and outcomes in a form or format as specified by the City of London
- shall assign a representative of the Service Provider to liaise with City staff
- shall comply with all instructions of the City of London relating to the City’s compliance with the *Municipal Freedom of Information and Protection of Privacy Act*
- shall acknowledge that they have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression,

- age, marital status, family status or disability
- shall notify City staff immediately of any accidents or incidents at the Service Provider's premises or service delivery locations involving a Participant, and complete any documentation required by the City with respect to the accident
- shall not request payment of any charge or fee from Ontario Works Participants who are participating in the approved program
- shall submit regular reports to City of London Social Services including financial and progress reports. These will be used to assess the program's effectiveness and ensure Purchase of Service Agreement compliance and ongoing accountability
- shall submit Participant screening and outcome reports throughout their participation (and in some cases post-participation) in the program. Reporting requirements will be thoroughly reviewed with the Service Provider, and
- shall be actively involved with community coordinating activities

#### 4.6 Performance Measures

The City's Purchase of Service agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected outcomes for Circles initiative are outlined in the document in **Schedule "D"**.

Annual performance reviews will assess compliance with service agreement requirements, taking into consideration the following:

- achievement of the program outcomes
- Participant satisfaction and demand
- budgetary considerations
- provincial program changes
- fundamental changes to the local labour market
- changes to Ontario Works caseload composition, and
- administrative accountability, including timely submission of required reports.

By establishing performance outcomes, the City will ensure:

- the ongoing ability to make adjustments to programs when needed
- the focus of contracting remains the provision of quality services to achieve outcomes
- Purchase of Service Supports respond to changes in participants' needs and labour market demands, and
- Purchase of Service Supports enhances participants' ability to obtain and maintain meaningful employment.

#### 4.7 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Circles Initiative provided that year. The Service Provider shall waive its moral rights and assign copyright in the report to the City.

#### 4.8 Inspection / Review

The City, or persons authorized by the City, is/are entitled, at all reasonable times, to inspect or otherwise review the Circles Initiative performed under this Agreement and the premises where they are being performed, including satellite locations.

#### 4.9 Compliance Audit

The Service Provider shall allow the City, upon twenty-four hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the information contained on the Service Provider's computerized case management system. At the City's request, the Service Provider shall provide the City with information from the computerized case management tool in an electronic format and/or a printed format.

#### 4.10 Not an Agreement of Employment

The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace*

*Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

4.11 Notwithstanding paragraph 4.10 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

4.12 Personal Information

(a) In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "F"** attached hereto and forming part of this Agreement.

Approved Forms – Collection of Personal Information

(b) When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

4.13 Records Retention

In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Circles Initiative provided for under this Agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

4.14 Not Agent of City

Nothing in this Agreement shall entitle or enable the Service Provider or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Service Provider, any subcontractor of the Service Provider and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

4.15 Amendments if Funding Reduced

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be amended so as to require, in the City's sole discretion, an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Circles Initiative forming the subject of the Agreement.

4.16 Conflict of Interest

The Service Provider shall ensure that the Circles Initiative are carried out without a conflict of interest by any person associated with the Circles Initiative in whatever capacity and the Service Provider shall disclose to the City without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

**5.0 REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:**

5.1 The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:

- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
- (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;

- (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Service Provider;
- (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;
- (e) the Service Provider's facilities are suitable for providing Circles Initiative under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Circles Initiative.

## **6.0 COMPLIANCE WITH LAWS:**

6.1 The Service Provider shall comply with (and shall ensure any subcontractor complies with) all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes and other requirements, including those of agencies, boards, commissions and utilities having jurisdiction and shall provide the City with evidence of such compliance from time to time. The Service Provider shall obtain and maintain at its sole cost all approvals, permits, licences, certificates and other permissions required in connection with the performance of any of its obligations under this Agreement.

## **7.0 INDEMNITY AND INSURANCE:**

### **7.1 Indemnification**

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of funds held by the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible, under of this Agreement;
- (c) the acts or omissions of the Service Provider, the Service Provider's employees, or any person for whom the Service Provider is at law responsible in performing Circles Initiative or otherwise carrying on Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Service Provider; Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with Service Provider's business.

### **7.2 Insurance**

The Service Provider shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry.

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000.00) dollars and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile 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.
- (b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

7.3 Safety Policies and Procedures and Related Documentation

The Service Provider shall submit one (1) copy of each of their written health and safety policy and program where required under Section 25(2)(j) of the Occupational Health and Safety Act. Where not required under 25(4), the Service Provider is asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

7.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Service Provider shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Service Provider shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Service Provider to amend its training policies to meet the requirements of the Act and the Regulation.

7.5 Police Vulnerable Sector Check

It is the responsibility of the Service Provider to obtain a Police Vulnerable Sector Check (PVSC) for all employees, volunteers and students who will be providing the Circles Initiative and ensure that they are kept current throughout the contract period. The Service Provider must make these documents available for review by the City upon request. The City will conduct random reviews (with advance notice) at the Service Provider's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

7.6 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered. Compliance with the Employment Sector Council's "One Client – Standards for Employment and Training Service Delivery Components" is mandatory for any organization providing employment services.

## 8.0 DEFAULT AND TERMINATION:

### 8.1 Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

- (a) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money or cannot be cured within a period of five (5) days, the Service Provider shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);
- (b) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**;
- (c) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

### 8.2 Termination Without Default

Despite any other provisions in this Agreement, the City or the Service Provider may, at any time and for any reason, terminate this Agreement, effective upon the giving of **sixty (60) days'** prior written notice to the other party. Such termination shall be without compensation, penalty or liability on the part of the terminating party, and shall be without prejudice to any legal or equitable right or remedy accrued or accruing to the terminating party arising from the performance of this Agreement.

## 9.0 NOTICE:

9.1 All notices required by this agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

9.2 Notice to the City shall be addressed to:

The City Clerk  
The Corporation of the City of London  
300 Dufferin Avenue, Box 5035  
London, ON N6A 4L9

9.3 Notice to the Service Provider shall be addressed to:

Attn: President & CEO  
Goodwill Industries, Ontario Great Lakes  
255 Horton St.  
London ON N6B 1L1

9.4 All notices so sent shall be deemed to have been received by the recipient on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Service Provider may be changed by giving the other party written notice of the new address.

9.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

## **10.0 GENERAL:**

### **10.1 Schedules Forming Part of Agreement**

(a) The parties understand and agree that the following Schedules "A", "B", "C", "D", "E", and "F" are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:

- (i) Schedule "A" – Outline of Circles Initiative
- (ii) Schedule "B" – Circles Initiative - Services to be Provided
- (iii) Schedule "C" – Cost of Circles Initiative
- (iv) Schedule "D" – Outcomes Schedule
- (v) Schedule "E" – Accounting and Reporting Requirements;
- (vi) Schedule "F" – Municipal Freedom of Information and Protection of Privacy Act Provisions;

(b) Where there is any conflict between a provision in the body of this Agreement, and a provision in a Schedule attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the Schedule imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. If there is a conflict between a provision in Schedule "A" and a provision in Schedule "D", the provision in Schedule "A" shall govern, except where the provision in Schedule "D" imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. A conflict occurs whenever a provision in the body of the Agreement and a provision in a Schedule or a provision in one Schedule and a provision in another Schedule are inconsistent or incompatible and cannot be reconciled.

### **10.2 Further Acts**

The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

### **10.3 Partial Severability**

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

### **10.4 Headings**

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

### **10.5 Entire Agreement**

This agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

### **10.6 Amendments**

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

### **10.7 Assignment**

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities and obligations under this Agreement.

- 10.8 Enurement  
This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.
- 10.9 Governing Law  
This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.
- 10.10 Joint and Several Obligations  
The duties, obligations, liabilities and responsibilities of the Service Provider and any subcontractor under this agreement shall be both joint and several.
- 10.11 Execution  
The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.
- 10.12 Waiver  
A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 10.13 Circumstances Beyond the Control of Either Party  
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 which cannot be reasonably foreseen or provided against.
- 10.14 Survival  
The provisions relating to liability, indemnity, **Schedule "E"** requirements and Return of Funds to City shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

**IN WITNESS WHEREOF** the Parties have duly executed this agreement.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

**GOODWILL INDUSTRIES, ONTARIO GREAT LAKES**

\_\_\_\_\_  
Per:  
Name:  
Title:

\_\_\_\_\_  
Per:  
Name:  
Title:

I/We have authority to bind the Corporation.

## **SCHEDULE “A” Outline of Circles Initiative**

The “Circles” Initiative expands the understanding of poverty and the issues facing those who experience it. The program was introduced into London by key community stakeholders in 2011 and continues to have significant community support.

The initiative is delivered through a partnership between Goodwill Industries, Ontario Great Lakes and City of London Social Services. A twelve (12) member community based “Guiding Coalition” provides leadership and guidance to the initiative. The Guiding Coalition includes representation from employment sector leaders, Fanshawe College, King’s University College, United Way London Elgin Middlesex, London’s Child and Youth Network, business, faith based organizations and service clubs and includes persons with lived experience.

There are three program components to the initiative:

- Bridges Out of Poverty / Rethink Poverty workshops to grow community awareness and understanding of poverty and motivate Londoners to take action,
- Getting Ahead or Circle Leader workshops for individuals living in poverty to assess their personal situation, set goals, and take action, and
- The Circles program where engaged Londoners meet individuals living in poverty and together, work to transition to economic self-sufficiency and create community change.

### **Definitions:**

“**Circle Leader**” is a Participant involved in a Circles group and who is transitioning out of poverty;

“**Circle Allies**” are community volunteers in a Circles group who are not living in poverty and are assisting Circle Leaders to meet their goals;

“**Circle Coach**” is a member of a staff team who coaches Circle Leaders to achieve their goals including obtaining and retaining sustainable employment. Coaches also assist the Circles Program Coordinator in the operations of one of the four Circles groups including organizing volunteers, speakers, discussion topics, meals, and child minding.

“**Circle Provider**” is defined as an organization or collaboration of organizations, which is responsible for the operations of a Circle group which may include but not limited to providing physical space and facilities, organizing volunteers, recruiting Allies, arranging guest speakers, providing a Circle Coach, assisting with weekly meetings, meals, and child minding.

“**Guiding Coalition**” is a committee comprised of representatives from various sectors (business, non-profit, community associations), Circle Leaders and community leaders which provides the inspiration, support, planning and leadership necessary for the Bridges Out of Poverty & Circles Initiative to be successful. The Guiding Coalition comprises several sub-committees and is responsible to modify the Circles model to best fit the unique needs and resources of the community. It is a potent force for changing the mindset of the London community and addressing issues that require systemic change.

### **Components of the Initiative:**

#### **Bridges Out of Poverty / Rethink Poverty Workshops**

The two workshops “Bridges Out of Poverty” and the locally developed “Rethink Poverty” are focussed on educating our community and have been designed as a comprehensive approach to assist participants in understanding the dynamics that cause and maintain poverty from the individual to the systemic level. Using local examples, facts and examples, the reality of poverty in London is explored in an interactive and engaging way. Full-day workshops are held regularly for any Londoner to attend as well as tailored workshops for specific audiences and timeframes for groups such as schools, service clubs, and faith organizations. Individuals with lived experience are engaged from the Circles Initiative to participate and to share their personal experiences and insights. These workshops have reached many different sectors from health, education, justice and as well as community members who would like to volunteer.

“Bridges Out of Poverty” uses the lens of economic class and provides concrete tools and strategies for a community to prevent, reduce and alleviate poverty.

### **Getting Ahead Workshops**

Getting Ahead is an intensive, group based, fee for service program offered by Goodwill Industries, Ontario Great Lakes that individuals in poverty and on Ontario Works assistance complete prior to joining a Circle. Individuals are referred to Getting Ahead by their Ontario Works Caseworker.

Program participants work together over 12 weeks to explore their own unique backgrounds and situations, begin to visualize their “future story” and set initial goals to work towards. The goal of Getting Ahead is to increase participant’s self-esteem and motivation to move forward in their career. Graduates of Getting Ahead are then eligible for the Circles Program.

### **Circles Program**

The goal of Circles is economic self-sufficiency for participants looking to move forward into prosperity and off Ontario Works. Participation is voluntary.

The initiative achieves this goal by growing intentional relationships between people struggling with barriers of poverty and are currently receiving Ontario Works assistance (Circle Leaders) and those who are further along in their career, are employed or retired, and are not in poverty (Circle Allies). These relationships create opportunities for Circle Leaders to increase motivation and self-confidence, to stabilize and plan ahead, to build a network of social relationships and to find opportunities for employment or to return to school and training. Allies learn about the impacts of poverty in London and, together with Circle Leaders, help identify systemic challenges and solutions.

Weekly Circle meetings begin with sharing a meal. Members, including their children, gather as a group to talk and discuss their lives and experiences. Community speakers are brought in to inform, share resources and opportunities or lead activities. Each month a special meeting takes place where Circle Leaders and Allies explore and share insights into systemic barriers and challenges that make it difficult for individuals to move out of poverty.

City of London Social Services and Goodwill Industries Ontario Great Lakes staff are “Circle Coaches” who guide and support Circle Leaders to meet their individual goals with the assistance of an Ally who is matched with them. Circle Leaders and Allies meet at both the weekly meeting and one time per month on their own.

The “Circles” model is a transformational approach to ending poverty one family at a time. It is based on mentoring, befriending relationships that form between Circle Allies and Circle Leaders. All are empowered through training to break down prejudice and allow relationships to form across class lines to support each other in ending the poverty journey.

This network-building approach provides strong support for Circle Leaders to address their barriers and keep the Circle Leaders moving to employment and out of poverty. Through the work of influential leaders and community champions, “Circles” also identifies poverty issues and needs to create systemic change.

These 3 distinct activities build awareness of poverty, address systemic issues and provide direct supports to individuals to assist in moving out of poverty and towards greater independence.

The Circles Initiative is designed to:

- Transition individuals and families out of poverty
- Address systemic barriers that make it difficult for people to move out of poverty
- Increase Ontario Works employment outcomes
- As possible, reduce reliance on social assistance, which could result in an overall reduction in service costs; and
- Increase community awareness of poverty and increase community engagement by providing opportunity to prevent, reduce and alleviate poverty.

## **SCHEDULE "B"**

### **Circles Initiative - Services to be Provided**

- (1) Bridges Out of Poverty / Rethink Poverty Workshops
- (2) Getting Ahead Workshops
- (3) Circles Program

## **SCHEDULE "C"**

### **Cost of Circles Initiative**

In consideration of the Services provided, the City will pay to the Service Provider an annual sum as follows:

January 1 to December 31: \$248,000

as compensation in full for the Circles Initiative Services provided by the Service Provider. The said annual sum shall be remitted to the Service Provider in advance in four equal quarterly payments of \$62,000 per quarter. Any applicable taxes (including HST) shall be deemed to have been included within the said sum and shall not be an additional charge.

Any monies so paid shall be utilized by the Service Provider only in accordance with this Agreement.

In the event the Service Provider does not achieve its target levels, or does not spend monies advanced by the City for the approved Services, the Service Provider shall refund such amounts as may be determined by the City from time to time, and the City may withhold any payment due until the Service Provider has remedied its failure.

The City reserves the right to demand interest on any amount owing by the Service Provider at the then current rate charged by the Province of Ontario on accounts receivable.

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be materially amended so as to require an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the written consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the Services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Services forming the subject of the Agreement.

## **SCHEDULE “D”**

### **Outcomes Schedule**

The Service Provider shall lead the work of co-ordination and continued development of the Circles Initiative in London and further expanding its community focus, re-invigorating the Guiding Coalition and increasing Community champions and Circle Providers. The Service Provider will also provide oversight, direction and support to Circle Providers for the delivery of the Circles Program in London.

The Service Provider shall ensure an inclusive community process and ensure broad community support along with a diverse representation of community groups and associations.

The following outcomes are expected:

- Fully Operationalized the London Circles Initiative
  - ❖ 4 active Circle groups each supported by a lead community agency as “Circle Provider”
  - ❖ 20 Circle Leaders in regular, active participation in each of the Circles
  - ❖ 2 Allies per Circle Leader
  - ❖ Circle Leaders are actively engaged in Circles and moving forward to meet their employment and life goals
  - ❖ Circle Leaders who have exited Circles are experiencing continued success in employment and education:
    - > 65% of Leaders who have exited Circles are working fulltime and remain off Ontario Works assistance
    - > 80% of Leaders who have exited Circles are working
    - > 80% of Leaders who have exited Circles have increased education
    - > 80% of Leaders who have exited Circles have increased earnings

The Service Provider and the City of London Social Services staff will deliver Getting Ahead workshops for Ontario Works participants to prepare them as Circle Leaders ready to participate in the Circles Program.

The Service Provider will be responsible for the delivery of Bridges Out of Poverty and ReThink Poverty workshops which will increase the London community’s awareness and understanding of poverty and related issues and as a result increase Londoners’ engagement in poverty reduction initiatives. The following outcomes are expected:

- Delivery of Bridges Out of Poverty and ReThink Poverty Workshops in the London community – 1,000 persons to attend per year
- Increased awareness of poverty within the community
- Increased engagement of Londoners in poverty reduction strategies including supporting Bridges Out of Poverty & Circles Initiative in London.

The Service Provider shall participate fully in the evaluation of Bridges Out of Poverty & Circles Initiatives.

The Service Provider shall adhere to and meet all guidelines outlined by A-ha Process Inc. for the delivery of Getting Ahead and Bridges Out of Poverty workshops.

The Service Provider shall contract for Circles with Circles Canada and shall adhere to and meet all Circles Canada contract terms and guidelines.

## **SCHEDULE "E"**

### **Accounting and Reporting Requirements**

In fulfillment of its obligations under the Agreement for Circles Initiative, the Service Provider:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the funds for the F in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the City for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the funds for Circles Initiative, including any records relating to personal information, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the City, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the status and manner of operation of the Circles Initiative and to inspect an copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Service Provider which relate to the funds for Circles Initiative.

The City's right of inspection in this Agreement includes the right to perform a full or partial audit.

The Service Provider shall prepare and submit to the City:

- Annual report summarizing the years activities and quarterly statistics including the number of individuals assisted. The annual report is to include a financial report on the use of the funds for the calendar year (or such lesser time period as the City in its sole discretion determines) on its use of the funds for the Employment Assistance Services under this Agreement to the City within twelve (12) months (or such lesser time period as the City in its sole discretion determines) after the commencement of this Agreement, that is based on the first twelve (12) month (or such lesser time period as the City in its sole discretion determines) period of operation and every year thereafter.
- Quarterly statistical reports which provide a quick outline of outcomes including participation levels, trainings to date, Circle Leader profiles and program outcomes.
- Annual Budget outlining projected revenues, donations (including in-kind) as well as expenses relating to the Circles Initiative.
- Updates and additional reports as requested.

The Service Provider shall ensure that all reports are in a form satisfactory to the City and are signed on behalf of the Service Provider by a person authorized to sign them.

## SCHEDULE "F"

### Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Schedule:
  - (a) "City Records" means General Records and Personal Records under the custody or in the control of the Corporation of the City of London that are:
    - (i) provided by the City to the Service Provider in relation to this Agreement;
    - (ii) collected from clients by the Service Provider in relation to this Agreement; or
    - (iii) derived by the Service Provider from General Records and Personal Records provided under this Agreement;
  - (b) "Service Provider Information" means General Records and Personal Records, except City Records provided by the Service Provider to the City in relation to this Agreement;
  - (c) "General Records" means recorded information that is not Personal Information as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1).
  - (d) "Personal Information" (as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1)), means recorded information about an identifiable individual, including,
    - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
    - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
    - (iii) any identifying number, symbol or other particular assigned to the individual,
    - (iv) the address, telephone number, fingerprints or blood type of the individual,
    - (v) the personal opinions or views of the individual except if they relate to another individual,
    - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
    - (vii) the views or opinions of another individual about the individual, and
    - (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Any information shared with the Service Provider by the City will be governed, where applicable, by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), *Personal Information Protection and Electronic Documents Act* (PIPEDA) and *Personal Health Information Protection Act* (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.

2. All records collected, maintained, provided, or derived by the Service Provider in relation to this Agreement shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:
  - (a) the City's written request; or
  - (b) the termination or expiry of this Agreement.

For the purposes of this section, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

3. In accordance with this Agreement, the Service Provider shall, when collecting Personal Information directly from clients or indirectly from the City:
  - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
  - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
  - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.

5. The Service Provider shall not use Personal Information for purposes other than that for which it was collected, except:
  - (a) with the consent of the individual; or
  - (b) for law enforcement purposes and in accordance with this Agreement and the Municipal Freedom of Information and Protection of Privacy Act,
6. In accordance with this Agreement, the Service Provider shall not disclose City Information, specifically Personal Information, without the prior approval in writing of the Corporation of the City of London, except:
  - (a) if the person to whom the information relates has identified that information in particular and consented to its disclosure;
  - (b) for the purpose for which it was obtained or compiled or for a consistent purpose;
  - (c) for the purpose of complying with an Act of the Legislature or an Act of Parliament, an agreement or arrangement under such an Act or a treaty;
  - (d) to a law enforcement agency in a foreign country under an arrangement, a written agreement or treaty or legislative authority, or
  - (e) to another law enforcement agency in Canada;
  - (f) if disclosure is to an institution or a law enforcement agency in Canada to aid an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
  - (g) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification is mailed to the last known address of the individual to whom the information relates;
  - (h) in compassionate circumstances, to facilitate contact with the spouse, a close relative or a friend of an individual who is injured, ill or deceased.
7. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.
8. Subject to all applicable legislation, including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, the City may disclose:
  - (a) any part of or all Service Provider Information; or
  - (b) any part or all of this Agreement.
9. The Service Provider represents, warrants, and confirms, and shall continue to ensure that:
  - (a) it will provide the City with quick, detailed information in the event of a personal or confidential breach or security incident at all times and adhere to all regulations and provincial laws;
  - (b) the security and integrity of all personal information and records in its possession are complied with;
  - (c) Personal Information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. The Service Provider shall implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.

Bill No. 97  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to authorize and approve a standard form Community Homeless Prevention Initiative Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various service providers where program funding is provided through the Ontario Community Homeless Prevention Initiative.

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

AND WHEREAS section 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 the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

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

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

1. The Community Homeless Prevention Initiative Purchase of Service Agreement, substantially in the form attached as Schedule 1 to this By-law, is approved as the standard form of agreement with respect to the purchase of homeless prevention services by The Corporation of the City of London for programs funded through the Ontario Community Homeless Prevention Initiative.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is hereby delegated authority to execute Community Homeless Prevention Initiative Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved under section 1, above, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council.
3. By-Law No. A.-6955-156 is repealed.
4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

Schedule 1

**PURCHASE OF SERVICE AGREEMENT  
COMMUNITY HOMELESSNESS PREVENTION INITIATIVE**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF LONDON**

(the "City")

- and -

**[INSERT NAME OF SERVICE PROVIDER]**

(the "Service Provider")

This Agreement is effective as of \_\_\_\_\_, 20\_\_\_\_ (**"Effective Date"**).

**RECITALS:**

- A. The Minister of Municipal Affairs and Housing ("Minister") is responsible for the policies and programs of the Government of Ontario in relation to housing and related matters, pursuant to s. 4(1)(c) of the *Ministry of Municipal Affairs and Housing Act*, R.S.O. 1990, c. M-30 ("MMAH Act").
- B. The Minister has the authority under s. 4(2) of the MMAH Act to enter into agreements with any municipality or any other person in order to implement housing policies and programs.
- C. The Minister has the authority under s. 4(5)(b) of the MMAH Act to provide financial assistance to assist in the implementation of housing policies and programs.
- D. The Minister has announced it will provide provincial funding to Service Managers to address housing and homelessness in Ontario by improving access to adequate, suitable and affordable housing that is linked to flexible support services.
- E. The Minister has established the Community Homelessness Prevention Initiative ("**CHPI**") pursuant to which the Minister will provide Service Managers provincial funds as per said announcement.
- F. CHPI includes four service categories:
- Emergency Shelter Solutions;
  - Housing with Related Supports;
  - Other Services and Supports; and,
  - Homelessness Prevention.
- ("CHPI Service Categories")**
- G. The City has agreed to receive provincial funding from the Minister to administer the CHPI.
- H. The Minister and the City have entered into an Agreement for the purpose of establishing the City's obligations with respect to the administration of the CHPI and the Minister's obligation to provide funding to the City for the administration of the CHPI.
- I. The Service Provider has agreed to receive funding from the City to provide one or more services in the CHPI Service Categories.

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J. The City and the Service Provider have entered into this Agreement for the purpose of establishing the Service Provider's obligations with respect to the provision of services under one or more services in the CHPI Service Categories and the City's obligation to provide payment to the Service Provider for the provision of such services.

NOW THEREFORE, the City and the Service Provider agree with each other as follows:

## 1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

- **"Agreement"** means this agreement entered into between the City and the Service Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- **"Business Day"** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **"CHPI"** has the meaning given to it in the recitals;
- **"CHPI Service Categories"** has the meaning given to it in the recitals;
- **"City Representative"** means the individual(s) designated in writing to represent the City;
- **"Description of Services"** means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the City from time to time.
- **"Effective Date"** means the Effective Date indicated on the first page of this Agreement;
- **"Eligible Expenditures"** means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement.
- **"Event of Default"** has the meaning prescribed to it in Section 10.1;
- **"Force majeure"** has the meaning prescribed to it in Article 14;
- **"City Notification"** means a notice in writing from the City to the Service Provider regarding the CHPI;
- **"Notice"** means any communication given or required to be given pursuant to the Agreement;
- **"Notice Period"** means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;
- **"Parties"** means the City and the Service Provider and "Party" means either or both of them, as the context may require;
- **"Payments"** means payments provided under the CHPI, as set out in Schedule A;
- **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;

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- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
  - **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*;
  - **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down any of the CHPI Service Categories.
- 1.2 The following Schedules are attached to and form part of this Agreement:
- Schedule A – Payments / Budget / Eligible Expenditures;
  - Schedule B – Description of Services;
  - Schedule C – French Language Services;
  - Schedule D – Blanket Position Insurance Policy;
- 1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.
- 1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.
- 2. PRIOR AGREEMENTS**
- 2.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the provision of services in the CHPI Service Categories.
- 3. TERM OF THIS AGREEMENT**
- 3.1 Term of Agreement: Subject to early termination provisions, this Agreement shall commence on the Effective Date, and shall expire, without the necessity of notice, one year later (the “Term of the Agreement”).
- 3.2 Renewal: Prior to expiry of the Agreement, the City and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in the Agreement, for successive one-year periods (each of which is to be called a “Renewal Term”), and subject to mutual agreement on administrative costs. Any decision by the City or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City or the Service Provider.
- 4. SERVICES**
- 4.1 The Service Provider agrees to provide services under the CHPI in accordance with the terms of this Agreement including the Ministry’s CHPI Program Guidelines and any City of London Homeless Prevention Service Standards, as they both may be amended from time to time.
- 5. PAYMENTS**
- 5.1 The City shall make Payments for services to the Service Provider as set out in Schedule A.
- 5.2 The Service Provider shall spend Payments received under Section 5.1 as set out in Schedule A.
- 6. OBLIGATIONS**

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- 6.1 The Service Provider will operate in compliance with the *Child, Youth and Family Services Act, 2017* (and in particular the duty to report child in need of protection provisions, s. 125).
- 6.2 The Service Provider shall not infringe a right under section 5 of the *Human Rights Code*, R.S.O. 1990, c. H.19.
- 6.3 The Service Provider shall recognize the Province of Ontario and The City of London as a funding provider in all publicity (print or broadcast media) and on all promotional items. The Service Provider shall not use a City of London logo unless it has obtained the requisite authority to do so under the City's Corporate Identity Policy.
- 6.4 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Service Provider or for any obligation of the Service Provider or anyone else, incurred or suffered by the Service Provider or its agents, employees, contractors or voluntary workers in carrying out the services under this Agreement.
- 6.5 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of Employment Insurance, Canada Pension Plan benefits, Workplace Safety and Insurance Act, Ontario Health Insurance Plan, HST and taxes.
- 6.6 The Service Provider shall comply with all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes or other legislative requirements, including, but not limited to, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Accessibility for Ontarians with Disabilities Act, 2005*, the *Human Rights Code*, and the *Child, Youth and Family Services Act, 2017*.
- 6.7 **Confidentiality**
- a) The Service Provider shall ensure that the Service Provider and its staff, volunteers and agents comply with privacy legislation which applies to the collection, use, retention and disclosure of personal information and personal health information, including the *Personal Health Information Protection Act, 2004*, and the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA).
- b) The Service Provider shall have a confidentiality policy for the handling of personal information and personal health information by staff, students, volunteers and agents. The Service Provider shall ensure its staff, students, volunteers and agents comply with such confidentiality policy. The Service Provider shall provide the City with a copy of such policy upon request.
- 6.8 **Independent Contractor**
- a) The Service Provider acknowledges and agrees that this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has employment benefits of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, the *Canada Pension Act*, the *Employment Insurance Act*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Pay Equity Act*, the *Health Insurance Act*, or any other employment-related legislation, all as may be amended from time to time, or otherwise.

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(b) The Service Provider is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be the employee, agent, partner of, or in joint venture with the City, and the Service Provider's officers, directors, employees and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

**7. DATA COLLECTION AND REPORTING REQUIREMENTS**

7.1 The Service Provider agrees to collect data as described in Schedule B.

**8. The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.**

8.1 The City may at its sole discretion amend Schedule B from time to time. The City will consult with Service Providers and other key stakeholders prior to any such amendments.

**9. TERMINATION ON NOTICE**

9.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice. The Service Provider may terminate the Agreement at any time upon giving at least 90 days' Notice.

9.2 If the City or Service Provider terminates the Agreement pursuant to 9.1, the City may do one or more of the following:

- (a) cancel all further payments;
- (b) demand the repayment of any funds remaining in the possession or under the control of the Service Provider;
- (c) permit the Service Provider to offset the Wind Down costs against the amount the Service Provider owes pursuant to Section 9.2(b);
- (d) provide Payments to the Service Provider to cover the Wind Down Costs.

9.3 If the Service Provider wishes to terminate the Agreement pursuant to 9.1, it shall provide written notice to the City in the form of a Board resolution or by-law.

**10. EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

10.1 Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the City, the Service Provider breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) Carry out the CHPI Service Categories;
  - (ii) Deliver services under the CHPI Service Categories that address program outcomes;
  - (iii) Collect data as required;
  - (iv) Provide reports as required;
  - (v) Use or spend the payments as authorized in this Agreement and in Schedule A;
- (b) an event of Force Majeure that continues for a period of sixty (60) days or more.

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- 10.2 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:
- (a) provide the Service Provider an opportunity to remedy the Event of Default;
  - (b) suspend the Payments for such period as the City determines appropriate;
  - (c) reduce the amount of Payments;
  - (d) reallocate Payments;
  - (e) cancel all further Payments;
  - (f) demand the repayment of any Payments;
  - (g) terminate the Agreement, upon giving Notice to the Service Provider.
- 10.3 If, in accordance with Section 10.2(a), the City provides the Service Provider with an opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:
- (a) the particulars of the Event of Default; and,
  - (b) the Notice Period.
- 10.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 10.2(a), and:
- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the City that the Service Provider cannot completely remedy the Event of Default within the Notice Period; or
  - (c) the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,
- the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 10.2 (b), (c), (d), (e), (f), or (g).
- 10.5 Termination under this Article shall take effect as set out in the Notice.

## **11. FRENCH LANGUAGE SERVICES**

- 11.1 If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* ("FLSA"), the Service Provider agrees, as per Schedule C of this Agreement, that the Service Provider shall:
- (a) ensure services are provided in French; and,
  - (b) make it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the CHPI are available in French.
- 11.2 The Service Provider agrees to submit a written report to the City by May 1 in each year of the CHPI setting out whether the Service Provider has complied with Section 11.1. The report shall be provided in the form set out in the Ministry's CHPI Program Guidelines.
- 11.3 Nothing in this section authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.

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## 12. NOTICE

12.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by email, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
  - (i) in the case of notice to the City:

The City of London  
Attention: City Clerk  
300 Dufferin Avenue  
City Clerk's Office  
London ON N6A 4L9

Email: [homelessprevention@london.ca](mailto:homelessprevention@london.ca)

- (ii) in the case of notice to the Service Provider:

[Service Provider Contact Information]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day.

Any notice or other communication transmitted by email shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1<sup>st</sup>) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by email, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

## 13. INDEMNIFICATION

13.1 The Service Provider shall indemnify and hold harmless the City from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the CHPI, or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the City.

13.2 The obligation to indemnify will require the Service Provider to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

13.3 Insurance and Indemnity

Throughout the term of this Agreement, the Service Provider shall maintain commercial general liability insurance on an occurrence basis for an amount of not

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less than Five Million (\$5,000,000) and shall include the City as an additional insured with respect to the Service Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Service Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

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.

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

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (i) any breach of this Agreement by any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible;
- (ii) any loss or misuse of funds held by the Service Provider as described in this Agreement;
- (iii) the acts or omissions of the Service Provider, the Service Provider's employees or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (iv) any claim or finding that any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or
- (v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Service Provider, the Service Provider's employees or others for whom the Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with the Service Provider's business.

13.4 At its sole discretion, the City may, at any time require that the Service Provider obtain and maintain a Blanket Position insurance policy or equivalent Fidelity Bond. See Schedule D.

## **14. FORCE MAJEURE**

14.1 Subject to Section 14.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

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14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 14.1.

14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

14.4 Subject to Section 10.1(b), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

## 15. AUDITS AND REVIEWS

15.1 The Service Provider shall, on forty-eight (48) hours prior written notice, give Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing ("Ministry"), the City, City Representatives and/or Ministry or City auditors free access to such staff, documents, books, records and accounts as may be determined by the Ministry, City, City Representatives and/or Ministry or City auditors, for the purpose of verifying compliance with the CHPI and this Agreement. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The Service Provider acknowledges that the Ministry or City may conduct an audit of the Service Provider and its subcontractors in any year.

15.2 The Ministry and the City reserve the right to conduct operational reviews on forty-eight (48) hours prior notice to the Service Provider to evaluate the effectiveness of the Service Provider's operations and delivery of CHPI. The Service Provider shall give the Ministry, City, City Representatives and/or other persons authorized by the Ministry or City free access to such premises, staff, documents, books, records and accounts as may be determined by the Ministry, City, City Representatives and/or other persons authorized by the Ministry or the City, for the purpose of the operational review. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Provider to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The Ministry or the City may provide the Service Provider with recommendations arising out of the operational review and the Service Provider shall give reasonable consideration to those recommendations.

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## 16. GENERAL

### 16.1 Services to Vulnerable Populations

a) The Service Provider shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students, providing these services. Failure to do so may result in immediate termination of this Agreement.

b) Where the Service Provider provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

16.2 The Service Provider shall maintain all records and documentation pertaining to this Agreement for two (2) years following the termination of this Agreement.

16.3 The Service Provider represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the City in the performance of its obligations under this Agreement.

16.4 Any power, right or function of the City, contemplated by this Agreement, may be exercised by an employee or agent of the City.

16.5 The Service Provider acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the City in connection with the CHPI or otherwise in connection with this Agreement is subject to disclosure in accordance with that Act.

16.6 The Service Provider represents and warrants that it shall:

(a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City or the Ministry;

(b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and

(c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City or the Ministry.

16.7 Each of the Payments by the City to the Service Provider under this Agreement is subject to the necessary appropriations from the Provincial Legislature and from Municipal Council. The Minister and the City shall not have any liability in the event the respective appropriations are insufficient to meet the funding or payment obligations of the Minister or the City.

16.8 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the Minister, the City and the Service Provider as partners of each other.

16.9 No member of:

(a) the House of Commons or Senate of Canada; or

(b) the Legislative Assembly of Ontario; or

- 
- (c) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the CHPI Service Categories.

- 16.10 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 16.11 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 16.12 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Service Provider or their respective written designates on their behalf, who are hereby expressly appointed in this regard.
- 16.13 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.14 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 16.15 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.16 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 16.17 This Agreement shall be read with all changes of gender and number required by the context.
- 16.18 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.19 If the Service Provider owes any money to the City, whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the Service Provider and the Service Provider shall pay or return the amount to the City immediately unless the City otherwise directs.

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- The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.20 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.
- 16.21 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.22 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.21 restricting the Service Provider's ability to assign this Agreement.
- 16.23 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.24 The provisions in sections 5.2, 9.2, 10.2(c), (d), (e), (f), and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Indemnification), 15 (Audits and Reviews), and 16(General) except for section 16.20 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.
- 16.25 This Agreement may be executed in any number of counterparts with the same effect as if all parties had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement. Signatures delivered by email in PDF format or facsimile shall be effective and binding.

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**IN WITNESS THEREOF** this Agreement has been executed by the Parties.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

Per:

Name: Sandra Datars Bere

Title: Managing Director,  
Housing, Social Services & Dearness  
Home

Date:

**[NAME OF SERVICE PROVIDER]**

Per:

Name: \_\_\_\_\_

Title:

Date:

Per:

Name: \_\_\_\_\_

Title:

I/We have the authority to bind the Service  
Provider

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**CHPI SCHEDULE A**

**[Name of Service Provider]**

**Payments / Budget / Eligible Expenditures**

**Up to a Maximum Amount of Municipal Payments for Term of Agreement (inclusive of HST): [Insert Amount]**

**Renewals (if any):**

If the parties mutually agree in writing to renew the Agreement, then an amount as determined by the City Representative and confirmed in writing to the Service Provider will be the maximum amount of municipal Payments, on the condition that such amount is provided for in the City's current approved budget, and/or available through other funding sources.

**1. Payment**

The Service Provider will receive payment in [Insert Number] installments by the following dates:

[Insert Date] in the amount of [Insert Amount]

[Insert Date] in the maximum amount of [Insert Amount] less any amounts that the City determines as an adjustment.

The City may adjust the allocation based on financial reporting and changes to service delivery.

**2. Funding**

2.1 A Completed Application for Contract Renewal is to be submitted to City of London, Homeless Prevention by January 15<sup>th</sup>. The Application for Contract Renewal will include the following sections.

- a) Adherence to City of London, Homeless Prevention Service Standards, or other requirements as identified.
- b) Operating Budget including all sources of revenue and disbursement for the programs and services operated through this Agreement for the fiscal period of April 1 to March 31.

2.2 Financial Reporting

The Service Provider will include financial reports for each of the identified program areas as outlined below. The financial reports will compare the approved budget paid under this Agreement to actual expenditures.

<b>Financial Reporting Period</b>	<b>Report Due Date</b>
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]

---

## 2.3 Eligible / Ineligible Expenditures

### **Eligible Expenditures**

The following lists eligible expenditures under this agreement:

#### Staff

- salaries and benefits of staff who deliver services to clients.

#### Staff Costs

- mileage and travel expenses for program activities. Travel costs must not exceed the guidelines of the Ontario Travel, Meal and Hospitality Expenses Directive

#### Office and Program Supplies

- office supplies
- specialized program supplies and materials

#### Administration (total administration costs are not to exceed ten per cent of the allocation)

- planning activities, including activities related to capacity assessment development and risk management planning
- research, consultations, professional services
- staffing for those involved in the planning and administration of the program
- training
- internal and administrative services (e.g. legal, human resources)

#### Other

- operating expenses including utilities and food
- annual audited statement
- translation and interpretation services
- professional development
- HST should be included in all budget expenses, not as a separate item in this category

### **Ineligible Expenditures**

The following lists ineligible expenditures under this agreement:

- therapeutic and medical treatment covered by provincial/territorial medical and insurance plans
- capital expenditures, which include:
  - new construction and/or conversions of buildings
  - major repairs and renovations
  - retrofits
  - buying land
  - purchasing buildings
- the construction, repair and renovation of new and existing social and affordable housing
- services that do not directly support people who are homeless or at-risk of homelessness
- alcoholic beverages
- administration costs not associated with the program activities outlined in this agreement

---

### **3. Budget**

[Insert Budget]

---

## CHPI SCHEDULE B

[Insert Name of Organization]

### Description of Services

#### 1. Description of Services

[Insert description of services here]

#### 2. Collection of Data by the Service Provider

[Insert Data Collection Requirements]

Data collection requirements may change over time and additional data collection may be required. The City of London will notify the Service Provider if there are any changes to data collection requirements.

#### 3. Outcomes and Targets

[Insert program anticipated outcomes and targets here]

#### 4. Critical Incident Reporting

Critical incidents are generally considered to include:

- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City of London.

The Service Provider will provide the City of London with Critical Incident Reports within twenty-four hours of an occurrence.

---

**SCHEDULE C**

**FRENCH LANGUAGE SERVICES**

**FRENCH LANGUAGES SERVICES REPORT**

Please complete and submit this report at the time of signing the Service Agreement.

Service Provider: \_\_\_\_\_

Service Provider Address: \_\_\_\_\_

Service Provider Contact: \_\_\_\_\_

Name:

Number:

Email:

This report is to confirm that as of \_\_\_\_\_(date of contract execution), the \_\_\_\_\_ (Service Provider name) will be providing services under the City of London Purchase of Service Agreement and has an office in an area designated under the *French Language Services Act* ("FLSA").

The \_\_\_\_\_ (Service Provider name) confirms that as of \_\_\_\_\_(date of contract execution) it will be:

- a) Providing services as identified in the description of services to the public in French in all of its locations located in or serving an area designated as part of the services delivered through this Agreement.
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Payments under this Agreement.

I declare that the above information is true and complete.

\_\_\_\_\_  
Service Provider Signature

Name:

Title:

I have the authority to bind the \_\_\_\_\_  
(Service Provider name)

Dated at \_\_\_\_\_(Service Provider name) this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

As a Service Provider that will be providing services under the City of London Purchase of Service Agreement and having locations located in or serving an area designated under the *French Language Services Act*, please complete the section below.

**Service Provider Name:** \_\_\_\_\_

**Name of Designated Area(s):** \_\_\_\_\_

---

**Description of Services**

Please select all items that apply to the services you will be providing under the City of London Purchase of Service Agreement in a location that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other (please specify)

Please list any services or locations in designated areas where these French language services will not be provided. Please explain.

**SCHEDULE D**

**BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND**

The Service Provider shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the maximum amount determined in the sole discretion of the City's Manager III, Risk Management from time to time. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.



**Certificate of Insurance - Standard**

*This is to certify that the Insured named below is insured as described:*

**\*\*\* This form must be completed and signed by your insurer or insurance broker.\*\*\***  
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured				E-mail address	
Insured's address (street name, city, province and postal code)				Telephone number	
				Fax number	
Type of insurance	Insurance Company <small>(full legal name)</small>	Policy Number	Effective Date <small>Year Month Day</small>	Expiry Date <small>Year Month Day</small>	Limits of Liability <small>(bodily injury &amp; property damage - Inclusive)</small>
Commercial General Liability					Occurrence \$ Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess					Occurrence \$ Aggregate \$
Other <i>(Explain.)</i>					Occurrence \$ Aggregate \$

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability:  NO or  YES... (Limit) \$ \_\_\_\_\_  
 Liquor Liability:  NO or  YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

**The Corporation of the City of London**  
**Attention: Risk Management Division**  
 Office location: **520 Wellington Street, Unit 1** Fax: **519 661-4631**  
 Mailing address: **P O Box 5035** E-mail: **certificates@london.ca**  
**London, ON N6A 4L9**

Motor vehicle liability	Insurance Company	Policy Number	Effective Date <small>(YYYYMMDD)</small>	Expiry Date <small>(YYYYMMDD)</small>	Limits of Liability \$

*Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.*

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official <b>(Please print.)</b>	E-mail address	
Signature of authorized representative or official	Date (YYYY-MM-DD)	

Bill No. 98  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law with respect to a standard form agreement for tenant placement by Homeless Prevention in the City of London.

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

AND WHEREAS section 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 the economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

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

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

1. A standard form Tenant Placement Agreement, substantially in the form attached as Schedule 1 to the by-law, for City of London homeless prevention initiatives as approved by Council as part of the City of London's annual budget approval process, to be entered into between The Corporation of the City of London and various housing providers, is authorized and approved.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is delegated authority to execute Tenant Placement Agreements with housing providers, employing the standard form Tenant Placement Agreement authorized and approved under section 1, above, with no further approval required from Council.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

## Schedule 1

### THIS IS A STANDARD FORM AGREEMENT - TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

**AGREEMENT for Tenant Placement**, with effect as of <insert date (in the future) the agreement is to commence>, 20    .

BETWEEN

<Insert legal name of Proponent>  
(the "Proponent")

-and-

THE CORPORATION OF THE CITY OF LONDON  
(the "City")

WHEREAS the Proponent is a <insert description of legal status of proponent e.g. not-for-profit corporation> that facilitates affordable housing opportunities;

AND WHEREAS the Proponent <insert description of what Proponent is doing in terms of an affordable housing building, and municipal address of residential property e.g. 'intends to construct a residential apartment building at 999 Walnut St.'>, London, Ontario, (the "Lands");

AND WHEREAS the Proponent intends to construct <insert total number of units> units of which <insert number of units that will qualify as affordable housing> units will qualify as affordable rental housing as identified under the Canada Mortgage Housing Corporation (CMHC) Co-Investment Fund;

AND WHEREAS the City is a municipal corporation with a plan to address housing and homelessness pursuant to the *Housing Services Act, 2011*;

AND WHEREAS there are individuals in need of housing that the City maintains a record of ("City Client");

AND WHEREAS the Proponent agrees to provide <insert number of units to be provided as designated units> <insert description of type of unit, e.g. one-bedroom> units available for referrals to City Clients;

NOW THEREFORE IN CONSIDERATION OF the sum of \$2.00 (the receipt and sufficiency of which is acknowledged), the Proponent and the City agree as follows:

#### 1. Proponent Responsibilities

1.1. The Proponent, will provide <insert number of designated units to be provided> <insert description of type of unit, e.g. one-bedroom, two-bedroom unit, etc.> units (the "designated units") available as follows:

- (1) the Proponent will set the rent for each designated unit at <insert percentage> of the Canada Mortgage & Housing Corporation (CMHC) average market rent for the London CMA;
- (2) the Proponent will use best efforts to fill vacancies for the designated units based on referrals of City Clients;
- (3) the Proponent will seek signed consent from the City Client to authorize the Proponent to communicate with the City regarding the City Client, for the purpose of service delivery planning, where necessary;
- (4) the Proponent will maintain the City Client's confidentiality, in accordance with legislative requirements;
- (5) the Proponent will provide the City Client with service information including emergency contact numbers of the Proponent's staff (e.g. superintendent or property manager), as part of the orientation that the Proponent provides to the City Client; and
- (6) the Proponent will ensure that the designated units comply with all applicable laws and by-laws.

1.2 The Proponent shall indemnify and save harmless the City from and against all third party claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer, to the extent the Proponent is legally liable as a result

of the negligent acts of the Proponent, its employees, officers or agents in the performance of this Agreement. The Proponent further agrees that this indemnification and hold harmless shall survive the termination of this Agreement for claims arising from or out of incidents occurring during the term of this Agreement.

The Proponent will retain at their expense Comprehensive general liability insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include the City as an additional insured with respect to the operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

The Proponent shall submit to the City evidence of insurance satisfactory to the City prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Proponent shall further provide that evidence of the continuation of said insurance is filed at each policy renewal date for the duration of the contract.

## **2. City Responsibilities**

- 2.1. The City will refer City Clients for the designated units to the Proponent, after the Proponent notifies the City of a vacant unit.
- 2.2. The City will use reasonable best efforts to maintain ongoing contact with City Clients who are tenants of designated units, which may include contact regarding any informal support services that assist in daily living to City Clients. It is intended that City Clients would otherwise be considered to be able to live independently.
- 2.3. The City agrees to ensure that the following are provided to the City Client (and either provided by the City or by another agency):
  - (1) describe the housing application process to the City Client;
  - (2) seek signed consent from the City Client to communicate with the Proponent regarding the City Client, where necessary;
  - (3) assist City Client in completing the housing application;
  - (4) provide information about housing units to the City Client;
  - (5) assist City Client in gathering required documentation;
  - (6) provide the City Client with a support letter, if deemed appropriate by the City;
  - (7) provide information to the City Client regarding community resources/supports (e.g. schools, healthcare, public transit, moving needs, etc.);
  - (8) assist the City Client with securing funds to access the housing unit, if applicable (e.g. Ontario Works, community start-up);
  - (9) subject to section 2.5, make reasonable efforts to assist the City Client to resolve an issue with the Proponent;
  - (10) facilitate arrangements to assist the City Client with connecting utilities, where necessary (but this does not include entering into contractual arrangements for utilities on behalf of the City Client);
  - (11) subject to section 2.5, provide telephone consultation between the City Client and the Proponent regarding potential concerns, as necessary.
- 2.4. The City will not be liable to the Proponent for any loss or damages suffered by the Proponent arising out of this Agreement.
- 2.5. The City will not be responsible for, or a party to, any disputes as between the Proponent and the City Client, including but not limited to disputes arising from the tenancy agreement between the Proponent and the City Client.

## **3. Procedures Upon a Vacancy**

- 3.1. The following are the procedures when a vacancy occurs in a designated unit(s):
  - (1) As soon as the Proponent is aware of a vacancy or a notice to vacate, the Proponent will contact the City employee designated by the City, or if no person has been designated, the Manager of Homeless Prevention ("City Contact").
  - (2) The City Contact then notifies the next City Client on the waiting list and provides that City Client with a referral letter, with the City Contact's card attached, indicating they are being referred for housing under this agreement.
  - (3) The City Contact asks the City Client on the waiting list to contact the Proponent directly, if the City Client is interested in applying.
  - (4) The City Client will provide the Proponent with the referral letter.

(5) The Proponent will verify the annual household income of City Client to ensure gross income is below the threshold of five times the monthly rent.

3.2. For greater certainty, the Proponent makes the final decision with respect to filling a vacancy in a designated unit, and, acting reasonably, the Proponent can accept or reject a referral from the City.

#### 4. Termination of Agreement

4.1. (1) The Proponent may terminate this agreement with ninety (90) days' written notice in the event that the City is in breach of its obligations and the breach is not remedied to the reasonable satisfaction of Proponent within thirty (30) days of being notified in writing by the Proponent that they are in breach of their obligations.

(2) The City may terminate this agreement with sixty (60) days' written notice.

#### 5. Term

5.1. The term of this agreement shall be for five (5) years commencing from the effective date set out on the first page of this agreement, unless it is terminated or replaced by another agreement. This agreement shall automatically renew itself, on the same terms and conditions, for five (5) year periods including this provision for automatic renewal unless the agreement has been terminated by either party in accordance with this agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

#### SIGNED, SEALED AND DELIVERED

**The Corporation of the City of London**

**<Insert legal name of Proponent>**

\_\_\_\_\_  
Signature  
PRINT NAME:  
PRINT TITLE:

\_\_\_\_\_  
\*Signature  
PRINT NAME:  
PRINT TITLE:

\_\_\_\_\_  
\*Signature  
PRINT NAME:  
PRINT TITLE:

\*I/We have authority to bind the corporation.

Bill No. 99  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_

A by-law to approve the Ontario Labour Market Partnership Agreement – Market Research - “Increased Labour Market Participation in the London Economic Region” between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London.

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

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Ontario Labour Market Partnership (OLMP) Agreement for the delivery of market research “Increased Labour Market Participation in the London Economic Region” between Her Majesty the Queen in Right of Ontario as represented by the Minister of Labour, Training and Skills Development and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Ontario Labour Market Partnership (OLMP) – Market Research Funding Agreement approved in section 1, above.
3. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve any further Amendments to the Ontario Labour Market Partnership (OLMP) - Market Research Agreement if the Amendments are substantially in the form of the Agreement approved in section 1, above.
4. The Managing Director Housing, Social Services and Dearness Home, or written designate, are authorized to execute any Amendments to the Ontario Labour Market Partnership (OLMP) – Market Research Agreement approved in section 1, above.
5. The Managing Director, Housing, Social Services and Dearness Home, or written designate, is delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Ministry of Labour, Training and

Skills Development's contribution specified in the Agreement that are necessary in connection with the Ontario Labour Market Partnership –Market Research Agreement approved in section 1, above.

6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – March 2, 2020  
Second reading – March 2, 2020  
Third reading – March 2, 2020

**ONTARIO TRANSFER PAYMENT AGREEMENT  
ONTARIO LABOUR MARKET PARTNERSHIPS (OLMP)**

**THE AGREEMENT**, effective as of the 9<sup>th</sup> day of March, 2020 (the “**Effective Date**”)

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Labour, Training and Skills  
Development**

**(the “Province”)**

**- and -**

**THE CORPORATION OF THE CITY OF LONDON**

**(the “Recipient”)**

**BACKGROUND**

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

**ENTIRE AGREEMENT**

This agreement (the “**Agreement**”), including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project Description and Timelines
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reporting
- Schedule “G” - Performance Commitments
- Schedule “H” - Audit and Accountability Requirements
- Schedule “I” - Project Plan; and any amending agreement entered into as provided for below,

PO 38780

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

**COUNTERPARTS**

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**AMENDING THE AGREEMENT**

The Agreement may only be amended by a written agreement duly executed by the Parties.

**ACKNOWLEDGEMENT**

The Recipient:

- a. acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- b. agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Labour, Training and Skills Development**

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Heather Cross

Title: A/Director, Western Region

Authorized Signing Officer

**THE CORPORATION OF THE CITY OF LONDON**

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Ed Holder

Title: Mayor

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Catharine Saunders

Title: City Clerk

I/We have authority to bind the Recipient.

## SCHEDULE "A"

### GENERAL TERMS AND CONDITIONS

---

#### 1.0 INTERPRETATION AND DEFINITIONS

##### 1.1 Interpretation. For the purposes of interpretation:

- a. words in the singular include the plural and vice-versa;
- b. words in one gender include all genders;
- c. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- d. any reference to dollars or currency will be in Canadian dollars and currency; and
- e. "include", "includes" and "including" denote that the subsequent list is not exhaustive.

##### 1.2 Definitions. In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario).

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Event of Default"** has the meaning ascribed to it in section 15.1.

**"Expiration Date"** means the date on which this Agreement will expire and is the date set out in Schedule "B".

**"Funding Year"** means:

- a. in the case of the first Funding Year, the period commencing on the Effective

Page 4 of 46

Date and ending on the following March 31; and

- b. in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

**“Reports”** means the reports described in Schedule “F”.

**“Timelines”** means the Project schedule set out in Schedule “C”.

## **2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **2.1 General.** The Recipient represents, warrants and covenants that:

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- c. it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any

aspect of the Project, the Funds or both; and

- d. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- a. the full power and authority to enter into the Agreement; and
- b. taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to ensure the ongoing effective functioning of the Recipient;
- c. decision-making mechanisms for the Recipient;
- d. procedures to enable the Recipient to manage Funds prudently and effectively;
- e. procedures to enable the Recipient to complete the Project successfully;
- f. procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- g. procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- h. procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

### 3.0 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

### 4.0 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** The Province will:

- a. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- b. provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and
- c. deposit the Funds into an account designated by the Recipient provided that the account:
  - i. resides at a Canadian financial institution; and
  - ii. is in the name of the Recipient.

- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- a. the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- b. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- c. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- d. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - i. reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

ii. terminate the Agreement pursuant to section 14.1.

- 4.3 **Use of Funds and Project.** The Recipient will:
- a. carry out the Project in accordance with the terms and conditions of the Agreement;
  - b. use the Funds only for the purpose of carrying out the Project;
  - c. spend the Funds only in accordance with the Budget; and
  - d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.
- 4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.
- 4.5 **No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.
- 4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- a. deduct an amount equal to the interest from any further instalments of Funds; or
  - b. demand from the Recipient the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
- a. it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and

- b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

## **5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- a. do so through a process that promotes the best value for money; and
- b. comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## **6.0 CONFLICT OF INTEREST**

6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- a. the Recipient; or
- b. any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient will:

- a. disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- b. comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## 7.0 REPORTING, ACCOUNTING AND REVIEW

### 7.1 Preparation and Submission. The Recipient will:

- a. submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- b. submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- c. ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- d. ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

### 7.2 Record Maintenance. The Recipient will keep and maintain:

- a. all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the Project.

### 7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- a. inspect and copy the records and documents referred to in section 7.2;
- b. remove any copies made pursuant to section 7.3a. from the Recipient's premises; and
- c. conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

### 7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or

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an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## 8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.

8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## 9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

## 10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 11.0 INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and

expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

## 12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:
- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - b. a cross-liability clause;
  - c. contractual liability coverage; and

- d. a 30 day written notice of cancellation.

12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

### 13.0 TERMINATION ON NOTICE

13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
- b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- c. determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - i. permit the Recipient to offset such costs against the amount owing pursuant to section 13.2b.; and
  - ii. subject to section 4.8, provide Funds to the Recipient to cover such costs.

### 14.0 TERMINATION WHERE NO APPROPRIATION

14.1 **Termination Where No Appropriation.** If, as provided for in section 4.2d., the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- a. cancel all further instalments of Funds;
  - b. demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
  - c. determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2b.
- 14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2c. exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 15.1 **Events of Default.** Each of the following events will constitute an Event of Default:
- a. in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - i. carry out the Project;
    - ii. use or spend Funds; or
    - iii. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b.;
  - b. the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
  - c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
  - d. the Recipient ceases to operate.
- 15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- a. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- b. provide the Recipient with an opportunity to remedy the Event of Default;
- c. suspend the payment of Funds for such period as the Province determines appropriate;
- d. reduce the amount of the Funds;
- e. cancel all further instalments of Funds;
- f. demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- g. demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- h. demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- i. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2b., the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- a. the particulars of the Event of Default; and
- b. the Notice Period.

15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2b., and:

- a. the Recipient does not remedy the Event of Default within the Notice Period;
- b. it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- c. the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2a., c., d., e., f., g., h. and i.

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

**16.0 FUNDS AT THE END OF A FUNDING YEAR**

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- a. demand the return of the unspent Funds; and
- b. adjust the amount of any further instalments of Funds accordingly.

**17.0 FUNDS UPON EXPIRY**

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

**18.0 REPAYMENT**

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- a. deduct an amount equal to the excess Funds from any further instalments of Funds; or
- b. demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 **Debt Due.** If, pursuant to the Agreement:

- a. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- b. the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the

Province immediately, unless the Province directs otherwise.

- 18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.
- 18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## 19.0 NOTICE

- 19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.
- 19.2 **Notice Given.** Notice will be deemed to have been given:
- a. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
  - b. in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.
- 19.3 **Postal Disruption.** Despite section 19.2a., in the event of a postal disruption:
- a. Notice by postage-prepaid mail will not be deemed to be received; and
  - b. the Party giving Notice will provide Notice by email, personal delivery or by fax.

## 20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **21.0 SEVERABILITY OF PROVISIONS**

- 21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **22.0 WAIVER**

- 22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **23.0 INDEPENDENT PARTIES**

- 23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **24.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- 24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **25.0 GOVERNING LAW**

- 25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **26.0 FURTHER ASSURANCES**

- 26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **27.0 JOINT AND SEVERAL LIABILITY**

- 27.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **28.0 RIGHTS AND REMEDIES CUMULATIVE**

- 28.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES**

- 29.1 **Recipient Acknowledges.** The Recipient:
- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
  - b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
  - c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

## **30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**30.1 Other Agreements.** If the Recipient:

- a. has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- b. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- c. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- d. such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**31.0 SURVIVAL**

- 31.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2d., 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2d., e., f., g. and h., Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**

**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$ 123,689
<b>Expiration Date</b>	December 4, 2020
<b>Amount for the purposes of section 5.2 of Schedule "A"</b>	\$1,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Ministry of Labour, Training and Skills Development</p> <p><b>Address:</b> 72-1200 Commissioners Road East, London, ON N5Z 4R3</p> <p><b>Attention:</b> Heather Cross, A/Director, Western Region</p> <p><b>Fax:</b> 519-438-4671</p> <p><b>Email:</b> <a href="mailto:MTCUWesternRegion@ontario.ca">MTCUWesternRegion@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> The Corporation of the City of London</p> <p><b>Address:</b> 300 Dufferin Avenue, London, ON N6A 4L9</p> <p><b>Attention:</b> Catharine Saunders, City Clerk</p> <p><b>Fax:</b> 519-661-4892</p> <p><b>Email:</b> <a href="mailto:csaunder@london.ca">csaunder@london.ca</a></p>

**Additional Provisions:**

**1. Amendment to Definitions**

The definition of "Indemnified Parties" in Article 1.2 is deleted and replaced with:

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, employees and authorized subcontractors.

## 2. Further Definitions

The following definitions also apply to this Agreement:

“**Eligible Activities**” means the activities described in Schedule “C”.

“**EOPG**” means the [Employment Ontario Partners' Gateway](#), a provincially maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network.

“**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended.

“**Guidelines**” means the Ontario Labour Market Partnerships Guidelines which may be amended from time to time at the sole discretion of the Province. The Guidelines are available on the EOPG.

“**OLMP**” means Ontario Labour Market Partnerships.

“**Partners**” means active participants in the Project, other than the Recipient, who will contribute financial and/or in-kind resources.

“**Project Plan**” means the project plan submitted by the Recipient and approved by the Province that is attached to the Agreement as Schedule “I”.

## 3. Additions to Article 2.0

The following provisions are added to Article 2.1:

- e. it has provided, and will continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and
- f. it has taken, and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement.

## 4. Addition to Article 7.0

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The following provision is added to Article 7.0:

**7.7 Records Transfer.** At any time after the expiry of the Agreement or the termination of the Agreement pursuant to Article 13.0, Article 14.0 or Article 15.0, the Province may demand the transfer of any records referred to in section 7.2 to another organization identified by the Province in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

## **5. Amendment and Addition to Article 8.0**

Article 8.2 is deleted and replaced with:

**8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province, and shall include a statement that "The Government of Ontario and its agencies are in no way bound by the recommendations contained in this document."

The following provision is added to Article 8.0:

**8.3 Visual Identity and Communications.** The Recipient will comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, available on the EOPG, and which may be amended from time to time at the sole discretion of the Province.

## **6. Additions to Article 10.0**

The following provisions are added to Article 10.0:

**10.2 Idem.** The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

**10.3 Protection of Privacy.** The Recipient represents and warrants that it will protect privacy in accordance with applicable privacy legislation or pursuant to its own privacy policy that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available. Without limitation, the Recipient will:

- a. designate an experienced official who will be responsible for ensuring the

Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;

- b. implement appropriate privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to carry out the Project;
- c. only collect, use and disclose personal information if necessary to carry out the Project and comply with its obligations under the Agreement;
- d. at the earliest opportunity, obtain and retain the consent of any individual to the collection, use and disclosure of personal information by the Recipient in carrying out the Project and complying with its obligations under the Agreement in compliance with applicable privacy legislation, and the Recipient's privacy policy;
- e. not use personal information that was collected for use in carrying out the Project for any other purpose without the informed and voluntary written consent of the affected individual;
- f. limit access to personal information to employees, contractors and authorized subcontractors who need the personal information to carry out the Project and ensure the Recipient's compliance with its obligations under the Agreement;
- g. before disclosing personal information to employees, contractors and authorized sub-contractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- h. ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- i. provide individuals with access to their own personal information in accordance with applicable privacy legislation, and the Recipient's protection of privacy policy;
- j. ensure the secure and irreversible destruction of records containing personal information when they are no longer needed to carry out the Project or to comply with the Recipient's obligations under the Agreement;
- k. notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;

- l. co-operate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and the privacy protection provisions of the Agreement; and
- m. implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in carrying out the Project and compliance with the obligations under the Agreement.

**7. Amendment to Article 12.0**

Article 12.1 is deleted and replaced with:

**12.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- a. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- b. a cross-liability clause;
- c. contractual liability coverage; and
- d. a 30 day written notice of cancellation, termination or material change.

## SCHEDULE "C"

### PROJECT DESCRIPTION AND TIMELINES

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The Project will be delivered for the period of March 9, 2020 to December 4, 2020.

#### 1. AGREEMENT AND GUIDELINES

The Guidelines are designed as a resource to assist the Recipient in carrying out, administering and managing the Project. The Agreement prevails over the Guidelines.

#### 2. Background

The OLMP program provides financial assistance to local communities, sector groups, employee/employer associations, and employers in developing and implementing strategies for projects that address and respond to local economic (employment) development, labour force adjustments and human resource planning.

#### 3. Objectives

The objectives of the OLMP program are to:

- a. Promote the creation of broad industry/community partnerships necessary to address labour market issues;
- b. Assist local communities with the development of innovative strategies to prepare for future skills requirements and prevent skills shortages within new and emerging industries and organizations;
- c. Plan for effective utilization of local human resources; and
- d. Develop and promote labour market intelligence and its use in labour market development.

All OLMP projects will include activities that focus on an identified labour market issue and be likely to have a positive impact on the labour market.

#### 4. Partnership and Contributions

The Project will include the Recipient and one or more Partners. These Partners are active supporters of the Project, who contribute time, resources and have an interest in the outcome. Partners should not be receiving remuneration as a result of Project funding.

Partnership contributions may include:

- a. Financial contributions;
- b. Contributions of human resources for program delivery;
- c. Joint delivery of a program or service; and
- d. Capital investment.

## **5. Roles and responsibilities of the Recipient**

- a. The Recipient will carry out the Project in accordance with the Project Plan attached as Schedule "I" of this Agreement;
- b. The Recipient will adhere to good management practices in the maintenance of accurate progress reports and financial records;
- c. The Recipient will be responsible for:
  - i. securing the financial, intellectual and physical involvement of Partners, as appropriate;
  - ii. designing and delivering the Project;
  - iii. participating actively in the reporting, monitoring and evaluation of the Project;
  - iv. ensuring that the objectives, Project terms and conditions are being met, keeping a record of progress and accomplishments to-date and maintaining accurate financial records;
  - v. ensuring that funding is being used for its intended purpose, and that payment claims are submitted with appropriate supporting documentation;
  - vi. ensuring that all Project expenditures are incurred within the term of the Agreement;
  - vii. providing the Province with a record of all capital assets purchased with the Funds, the cost of which exceeded \$1,000 at the time of purchase using the Assets Report as set out in Schedule "F" (the potential methods of disposition are listed on the Report);
  - viii. ensuring cooperation with the Province by supporting all monitoring and evaluation activities. This includes completion of the Final Report within four months of the completion of activities and prior to the end date of the Agreement; and
- d. The Recipient may seek funding from other orders of government or Partners, however, the Recipient will ensure that funding of activities by the Province is not duplicated by other sources.

## **6. Monitoring**

Monitoring, under the Agreement, will be a collaborative effort between the Province and Recipient. Some of the activities that can be expected during the life cycle of the Agreement include:

- a. Activity and financial reporting;
- b. On-site monitoring and evaluation visits;
- c. Surveying of at least one OLMP Partner;
- d. Discussions via telephone; and
- e. Correspondence by mail or e-mail.

**7. Subcontracting**

The Recipient will not subcontract any of its responsibilities in carrying out the Project to a third party unless:

- a. The Recipient has received the prior written approval of the Province to subcontract per the OLMP Project Plan attached as Schedule "I";
- b. The costs have been specifically identified as eligible costs in the OLMP Project Plan; and
- c. The Recipient will not subcontract to themselves.

**8. Transfer Payment Common Registration system**

The Transfer Payment Common Registration (TPCR) system is a mandatory central repository for organizations to register, view, and update their information in order to receive transfer payment funding from the Province. In order to establish a profile in the TPCR, the Recipient will follow the instructions posted on the [TPCR system website](#) to:

- a. identify an individual to function in the Administrator role;
- b. identify any additional individuals (Associate Users) who should have access to the organization's profile;
- c. verify the pre-populated information within the TPCR system;
- d. make any additions or edits required; and
- e. keep information up-to-date.

**SCHEDULE "D"**

**BUDGET**

**Summary**

<b>Total Contract Value (Total Contribution from the Province)</b>	<b>\$ 123,689</b>
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**Fiscal Year 2019-20**

<b>FUNDING CATEGORY</b>	<b>AMOUNT</b>
Activity Related Direct Project Costs	\$ 123,689
Capital Costs	\$ 0
<b>Contribution from the Province</b>	<b>\$ 123,689</b>

**Partnership Contribution**

Partnership Financial Contribution	\$ 0
Partnership In-Kind Contribution	\$ 27,175
<b>Total Partnership Contribution</b>	<b>\$ 27,175</b>

## SCHEDULE "E"

### PAYMENT PLAN

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#### PAYMENT DATE OR MILESTONE AND AMOUNT

1. Upon signing of Agreement and receipt of Certificate of Insurance  
**AMOUNT**  
**\$ 111,320**
2. Upon **Quarterly** receipt and verification of Payment Claim /Activity Report  
**AMOUNT** based on demonstrated need within each fiscal year budget amount.
3. Upon receipt and review of the Final Report, Statement of Revenue and Expenditure Report, and if applicable, Auditor's Report.  
**AMOUNT**  
**\$ 12,369**

#### PAYMENT CLAIM/ACTIVITY REPORT DETAILS

1. The Recipient will submit a Quarterly Payment Claim/Activity Report as set out in Schedule "F".
2. The Province will reimburse actual expenditures submitted on the Quarterly claim form by the Recipient only if the Province is satisfied with the progress of the Project and the verifications/reconciliations of actual amounts claimed.
3. The Province may hold back the payment of any advances pending the submission of Payment Claim and Activity Reports.
4. The Province may withhold the final payment pending submission and review of the Final Report, Statement of Revenue and Expenditure Report and if applicable, Auditor's Report.
5. The Province may withhold payment of any claim pending the completion of an audit of the Recipient's books and records conducted pursuant to section 7.3.
6. Pursuant to section 4.2c of the Agreement, the Province may adjust the payment based on the reports referenced above. For greater certainty, the Maximum Funds will not be exceeded.

**SCHEDULE "F"**  
**REPORTING**

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**1. Payment Claim and Activity Report**

Due Date: Quarterly

- a. This report template is posted on the EOPG.
- b. This report must be submitted with appropriate supporting documentation as identified by the Province.

**2. Assets Report**

Due Date: By the end date of the Agreement

- a. This report template is posted on the EOPG.

**3. Final Report**

Due Date: By the end date of the Agreement

- a. The Final Report will be completed as specified in Section 9 of the Guidelines.

**4. Statement of Revenue and Expenditure Report**

Due Dates:

- a. 60 days after **each** fiscal year end; and
- b. 60 days within expiry date of the term of the Agreement
  - i. The Statement of Revenue and Expenditure Report will be submitted on the dates set out above, and consistent with the requirements in Schedule "H".

**5. Auditor's Report (if applicable) The Auditor's Report will provide an opinion on all fiscal years.**

Due Date: 60 days after the Agreement end date

**Reports specified from time to time**

On a date or dates specified by the Province.

**Report Details**

- a. All Reports will be in a format to be provided by the Province and will not include any personal information in accordance with applicable privacy legislation.
- b. All Reports will be submitted in the manner as set out in the documents.

**SCHEDULE "G"**

**PERFORMANCE COMMITMENTS**

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This schedule is intentionally left blank.

## SCHEDULE "H"

### AUDIT AND ACCOUNTABILITY REQUIREMENTS

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**Note to Auditors and other readers: Schedule "H", the Audit and Accountability Requirements, must be read in conjunction with the Agreement and its other Schedules.**

#### 1. Definitions

In this Schedule, the following terms have the following meanings:

- a. **"Capital Assets"** means capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:
  - i. are held for use in the provision of services, for administrative purposes, for production of goods or for the maintenance, repair, development or construction of other capital assets;
  - ii. have been acquired, constructed or developed with the intention of being used on a continuing basis;
  - iii. are not intended for sale in the ordinary course of operations; and
  - iv. are not held as part of a collection.

Tangible capital assets include land, buildings and equipment.

Intangible capital assets are identifiable non-monetary assets without physical substance.

- b. **"Multi-agreement holder"** means a Recipient that has two or more agreements with the Province within a single region or across more than one region.
- c. **"Project Accounting"** means that, where a Recipient has multiple projects, all costs will be allocated to a specific Project. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

## 2. Funding Categories

### a. Activity Related Direct Project Costs

Activity Related Direct Project Costs are Funds used for direct expenditures related to the day-to-day direct delivery of all of the components of the Project as agreed to with the Province. Activity Related Direct Project Costs are also known as "overhead costs" or "operating costs".

- i. Costs related to the provision of the Project that can be claimed against Activity Related Direct Project Costs include:

1. Staff and management salaries directly associated with the delivery of the Project;
2. Licences/permits;
3. Fees for professional services including consulting fees to assist in the achievement of OLMP objectives;
4. Disbursements for research or technical studies, costs related to research subjects;
5. Disability needs;
6. Bank fees;
7. Utilities;
8. Materials;
9. Supplies;
10. Travel, insurance;
11. Facilities (rent);
12. Facilities (mortgage payments, but only the interest portion of a mortgage payment is allowed as an operating cost);
13. Ongoing purchase or leasing of equipment and furniture directly associated with the effective delivery of the Project is allowable;
14. Accounting services and auditor's fees;
15. Evaluations, follow-up surveys and assessments, as requested by the Province; and
16. Administrative or overhead costs.

Capital costs are to be applied in the year incurred.

- ii. The Recipient will not use Funds for:

1. Termination, severance costs and bonuses; or

2. Major capital expenditures, such as the purchase or construction of facilities.

**b. Capital Costs**

Capital costs are Project funds which are used to acquire Capital Assets as defined under Definitions above.

**3. Financial Considerations**

**a. Funds**

Recipients' use of Funds is also subject to the following limits:

- i. Funds are allocated against an identified level of activity;
- ii. In situations of co-location of the Project with other programs and services, Project funds will only be used to cover costs directly related to the delivery of the Project; this will be managed by applying Project Accounting principles;
- iii. Funds cannot be used for renovations for new or existing facilities;
- iv. Funds can be used for ongoing purchase of equipment and furniture directly associated with the effective delivery of the Project;
- v. The Recipient will obtain prior written approval from the Province to shift funds between funded sites or communities;
- vi. The Recipient will not transfer funds between budget lines (as set out in Schedule "D") unless it obtains the prior written consent of the Province;
- vii. The Recipient should not anticipate additional funds, although the Recipient should discuss any issues with the Province; and
- viii. Leasehold improvements directly related to the delivery of the Project require prior written approval from the Province.

**b. Interest Earned**

The Agreement sets out the requirements on Interest Earned.

If the Recipient fails to identify interest earned in the Statement of Revenue and Expenditure Report (SRER), then the following applies:

- i. The Province will deem interest to have been earned based on the average of unspent Funds reported on the SRER using the current

interest rate charged by the Province of Ontario on accounts receivable. This deemed interest amount will be considered revenue of the Recipient for the purposes of the SRER; and

- ii. Such failure will be considered an Event of Default in accordance with section 15.1 of the Agreement.

c. **Bank Account**

The Agreement sets out the requirements regarding deposit of the Funds into an interest bearing account in 4.6 of the Agreement.

Although maintaining a separate bank account for Funds received from the Province is not a requirement under the Agreement, it is a strongly recommended practice.

d. **Capital Assets**

The Recipient is not required to report capital asset expenditures to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

e. **Disposition of Assets**

The Agreement sets out the requirements on Disposition of Assets.

Any money earned on the disposition of assets will be reported on the SRER (and any other reports specified by the Province) in the period when disposition of the asset occurs.

f. **Deficits**

The Recipient is accountable for managing the Funds and required to remain within its approved site allocations (per Schedule "D" of the Agreement). The Recipient will request prior written approval from the Province for an anticipated over-expenditure. Each request will be individually evaluated. The Recipient will enclose copies of overspending approval documents from the Province with their financial reports (for example, EER or SRER as requested by the Province).

g. **Tax Rebates**

Reporting Province program expenditures net of tax rebates:

The Recipient will report all program expenditures net of any tax rebates or input tax credits.

**h. Sample**

Amount Recipient spent on goods/services		\$100.00
Amount of tax paid (example 13%)	\$13.00	
Less amount of tax rebate claimed (where rebate equals 80%)	<u>-\$10.40</u>	
Amount of tax expenditure	<u>\$ 2.60</u>	
Amount reported as Province Project expenditure		<u>\$102.60</u>

**4. Instructions for Reports Required**

Reports are complete if they are signed by a person with authority to bind the Recipient. Payments will be delayed if complete Reports are not received by identified due dates as directed by and in the form required by the Province.

**a. Payment Claim and Activity Report**

The Recipient will submit to the Province Payment Claim and Activity Reports and in accordance with the instructions set out in Schedule "F". The Payment Claim and Activity Reports help determine:

- that funds are being spent as intended in the Agreement; and
- that activities outlined in the Agreement are taking place

**b. Final Report**

The Recipient will submit to the Province the Final Report in accordance with the instructions set out in Schedule "F". The Final Report will be completed as specified in Section 9 of the Guidelines.

**c. Statement of Revenue and Expenditure Report (SRER)**

The Recipient will submit to the Province SRER(s) in accordance with the instructions set out in Schedule "F". The SRER(s) are used as the basis for the Province's annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER. The Recipient will complete the SRER(s) as directed by and in the form required by the Province on the EOPG.

Each SRER will verify that:

- i. Funds have been applied to costs directly related to the Project;
- ii. Shared costs have been properly apportioned to the Project using Project Accounting principles;
- iii. Funds received or expended in prior years for a similar project have not been included;
- iv. Funds and expenditures from other sources have not been included in the Report;
- v. Project reported expenditures are net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- vi. Interest earned on Funds has been credited to the Project;
- vii. Money earned on the disposition of assets has been credited to the Project and maintained in an interest bearing bank account; and
- viii. Funds that were provided to the Recipient before the Recipient's immediate need for them were placed in an interest bearing bank account in the name of the Recipient at a Canadian financial institution.

One SRER is due at the end of each fiscal year.

**d. Auditor's Report**

The Recipient will obtain an Auditor's Report when the Maximum Funds (set out in Schedule "B" of the Agreement) total \$150,000 or more. The audit of all SRERs will be conducted by an external auditor in accordance with Canadian Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor's Report will include an opinion on the SRER.

A copy of the full Auditor's Report will be submitted to the Province directly from the auditor.

An Auditor's Report is not required for Recipients who are:

- i. District School Boards or school authorities as defined in the Education Act, R.S.O. 1990, c. E2, as amended;
- ii. Universities established in Ontario that receive regular and ongoing operating funds from the government for purposes of post-secondary education;
- iii. Colleges of Applied Arts and Technology as defined in the Ontario College of Applied Arts and Technology Act, 2002. S.O. 2002, c. 8 Sch. F, as amended; or

- iv. Municipalities in Ontario as defined by the Municipal Act, 2001. S.O. 2001, c. 25, as amended.

**Important Note:** If additional details or corrections are necessary on any of the SRER(s), the Recipient's external auditor will verify any revisions in writing. The Province cannot accept unaudited information provided by a Recipient in support of their SRER(s).

**SCHEDULE "I"**  
**PROJECT PLAN**

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Approved OLMP Project Plan

**PROJECT:** Meeting Labour Demand through Increased Labour Market Participation in the London Economic Region

**PROJECT DESCRIPTION:**

**Labour Market Issues and Estimated Number of Affected Jobs**

Currently the London Census Metropolitan Area (CMA) has one of the lowest labour market participation rates in Ontario while at the same time local employers in the region are experiencing significant difficulty in filling vacant positions. Upwards of 6,500 vacant job positions exist, and this number is expected to rise over the next several years. (This estimate is based on jobs aggregated through the Local Job Hub website and 60% of estimated un-posted jobs).

As the labour market participation rates continue to drop in the region, speculation exists as to who is not participating, why they are not participating and more importantly, what could entice participation in the labour market. Increasing both labour market participation and the labour pool will help address a labour market imbalance. This may begin to alleviate the labour market pressures felt by local employers who are currently hiring and planning for further workforce expansion

**Objectives**

The City of London will contract a third-party research firm to complete a research review followed by an original research project targeted to approximately 1,500 individuals. Data gathered through the research will provide local context and a regional estimate of the number of non-participants for the London Census Metropolitan Area (CMA). Additionally, the findings will help to identify distinguishing characteristics of specific demographic groups that may be encouraged to return to the labour market. The results of the research will be used to inform both local and regional planning efforts as it relates to economic development and strengthening the labour force.

The labour market partnership agreement will:

- conduct a review of current data and research to confirm context

- create and implement an original research project (with guidance and support from an advisory committee) to gather specific information about non-participants; geographic trends; factors that influence non-participation; and factors influencing return to the labour market
- produce a report outlining the research findings that will be shared with the regional employment and workforce development partners and form a key element of regional, labour market strategic planning

**Partners and Contributions – general description**

**LOCAL EMPLOYMENT PLANNING COUNCIL**

Member of Project Advisory Committee

- labour market expertise, strong connections to employers and employment sector, research experience, expertise in local statistics & research, previous experience with research project,
- meeting host, assistance with coordinating Community Planning Session

Financial Contributions: \$1,625 (in-kind and confirmed)

**LONDON ECONOMIC DEVELOPMENT CORPORATION**

Member of Project Advisory Committee

- labour market expertise, strong connections to existing and potential employers, employer and economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

**CITY OF ST. THOMAS**

Member of Project Advisory Committee

- Regional labour market expertise, connections to labour pool, regional economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

**FANSHAWE COLLEGE**

Member of Project Advisory Committee

- Expertise in local statistics & research, member of Community Data Research Group, connected to training organization

Financial Contributions: \$1,625 (in-kind and confirmed)

**COUNTY OF MIDDLESEX**

Member of Project Advisory Committee

- regional labour market expertise, connection to employers, economic development lens

Financial Contributions: \$1,625 (in-kind and confirmed)

**LONDON COMMUNITY FOUNDATION**

Member of Project Advisory Committee

- potential funder of projects, coordinate similar efforts in London and area, community connections, organizational representation, research expertise

Financial Contributions: \$1,625 (in-kind and confirmed)

**EMPLOYMENT SECTOR COUNCIL**

Member of Project Advisory Committee

- coordinate connections to community and provide links to community members not participating in labour market connections, organizational representation, research expertise

Financial Contributions: \$1,625 (in-kind and confirmed)

**CITY OF LONDON**

Project Management - approximately 90 hours = \$6,000

Purchasing - approximately 35 hours (includes - editing, publishing RFP, reviewing, evaluating, reporting and documenting process) = \$2,275

Legal - approximately 14 hours (includes - reviewing proposal, contract, council report) = \$3,500

Finance - approximately 35 hours (includes setting up accounts, processing payments, reviewing reports, etc.) = \$2,275.

Meeting space = 5 advisory meetings x \$250.00 and 1 community stakeholder meeting (including AV) x \$500 = \$1,750

Total Financial Contributions: \$15,800 (in-kind and confirmed)

**Activities/Milestones/Timelines**

<b>Proposed Activities</b>	<b>Timelines (# of months)</b>
Identify Project Manager and establish Advisory Committee	March 2020
Create and issue Request for Proposal	April 2020
Select successful Research Firm	May 2020
Researcher to conduct review of previous research and data	June 2020
Advisory Committee to meet with Research Firm and confirm research questions	June 2020
Conduct Research	July 2020 – September 2020
Researcher reports findings to Advisory Committee	October 2020
Final Report Prepared	November 2020
Final Report Presented to Advisory Committee and Stakeholders	December 2020

**Number and Type of Communities**

London Census Metropolitan Area (CMA)

**Expected Results/Success Indicators**

Expected results	Means by which success will be measured
<p>1,500 individuals will be surveyed to collect information related to labour force non participation.</p>	<p>Data will be collected and reported including:                      # of surveys completed                      # of non participants by geographic area                      # of non participants by demographic information                      # of non participants available for work                      Barriers identified                      Identified engagement strategies identified                      Other trends / observations</p>
<p>A report will be prepared and distributed to community stakeholders at a public meeting. Stakeholders will include: regional Economic Development Offices, Workforce Planning and Development Boards, Post-Secondary Institutions, Social Assistance Departments, Employer groups, Chambers of Commerce, Service Providers and other stakeholders.</p>	<p># of number of community stakeholders who receive report and area of focus for each stakeholder</p>
<p>The report will be used to compliment the work being done by the London Jobs Now Task Force which includes Western University, Fanshawe College, The London Chamber of Commerce, the London Economic Development Corporation and the Local Employment Planning Council. Additionally, a community planning session will follow the release of the research report. This community consultation will focus on the development of a community strategic plan focused on increasing participation rates.</p>	<p>Summary of initiatives / next steps to be undertaken by task force or other community partners identified at community strategic planning session related to the launch of the research findings.</p>

## **Organization's Mandate**

The City of London currently provides employment services as a Consolidated Municipal Service Manager (CMSM) for the Ontario Works (OW) program using a model that is relatively unique in Ontario. In this model, the CMSM acts as a Transfer Payment Agency whereby the Municipality contracts services through Purchase of Service (POS) agreements.

The City of London's experience in procuring and managing service contracts has helped foster strong collaborations and positioned the City of London as a key partner in the Employment Sector regionally. Key partnerships are with the Elgin Middlesex Workforce Planning and Development Boards (EMOWPDB) and Local Employment Planning Council (LEPC) which supports employment and labour market efforts across the economic region. Combined with the London Economic Development Corporation (LEDC) the necessary linkages to local labour market hiring trends, access to employers, post-secondary institutions, and a proper skills inventory and needs assessment exist. The City also maintains close working relationships with other regional CMSM delivery partners.

The City of London's Ontario Works program has a mandate to support OW participants on their employment path; readily addressing specific needs of different populations such as:

- Persons struggling with addictions
- Persons who identify as Indigenous
- Persons with mental health concerns
- Persons with disabilities
- Young adults – Not in Employment, Education or Training (NEET)

The City of London has a history of working with community stakeholders to generate and apply Labour Market Information (LMI) linking client demographics to labour market opportunities and informing service planning. Examples include the Community Data Research Group which produced reports on Employment and Labour Force Participation as well as the annual OW Participant Profile.

The City of London and community service partners continue to adapt services and programming to capitalize on LMI. The above examples utilized available statistics through Stats Canada and other sources however there are limitations to this information. Working with Service Providers to align training and programming that reflects data reported through available LMI research serves as a strong start to making positive improvements in labour market participation rates, however there is limited information regarding those not currently participating.

**Benefits to Employers/Organizations (immediate and long-term)**

The communities within the London Census Metropolitan Area (CMA) will benefit from an increased understanding of the numbers of people who are not participating in the labour market and what, if anything, can be done to increase their participation. The research will inform strategic planning for community stakeholders, including employers, to increase the actual number of people how may enter or re-enter the labour market. The research will also provide insight into how various barriers might be addressed at local and regional levels. This in turn will help alleviate labour market pressures and address employers' need for workers. Increased participation in the labour market could also translate to less reliance on social assistance, increased self-sufficiency and increased economic sustainability.

Bill No. 100  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership.

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

AND WHEREAS section 3.1 of the Municipal Act, 2001 states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

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 the Municipal Act, 2001 provides authority for a municipality to delegate its powers and duties under this or any other Act to a person, subject to certain restrictions;

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

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

1. The Contribution Agreement for the London & Middlesex Local Immigration Partnership between Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Contribution Agreement for the London & Middlesex Local Immigration Partnership approved in section 1, above.
3. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to approve and execute any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement if the amendments are substantially in the form of the Contribution Agreement approved in section 1, above.
4. The Managing Director, Housing, Social Services and Dearness Home, or written designate, are delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution

specified in the Contribution Agreement that are necessary in connection with the Contribution Agreement as approved in section 1, above.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020



**CONTRIBUTION AGREEMENT**

**AGREEMENT NUMBER: S213926014  
ORIGINAL**

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Immigration, Refugees and Citizenship, hereinafter referred to as the "Department".

417 Exeter Road  
London, ON, N6E 2Z3  
Canada

**AND:** The Corporation of the City of London, hereinafter referred to as the "Recipient".  
Citi Plaza, 355 Wellington Street, Suite 248, 2nd Floor  
London, ON, N6A 4L6  
Canada

Whereas the Recipient wishes to provide services and/or activities to Eligible Clients under the Settlement Program and has applied to the Department for funding under the said Program; and the Department wishes to provide a Contribution to the Recipient to assist it in carrying out such services and/or activities; the Department and the Recipient undertake and agree as follows:

**1.0 AGREEMENT**

1.1 This Agreement, including the attached schedules, any written instructions issued pursuant to its provisions, and any subsequent amendments thereto, constitute the entire Agreement between the Department and the Recipient, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter.

- The Contribution Agreement
- Schedule 1, entitled *Statement of Planned Activities and Intended Results*
- Schedule 2, entitled *Description of Eligible Costs*
- Schedule 3, entitled *Terms of Payments and Financial Reporting*
- Schedule 4, entitled *Supplementary Terms and Conditions*

**2.0 INTERPRETATION**

In this Agreement, unless otherwise defined herein:

- 2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to an Agreement that is subject to being accounted for and audited.
- 2.2 "Project" means the services and/or activities described in Schedule 1 which are directly delivered to Eligible Clients or which contribute indirectly to the resettlement, settlement and integration of Eligible Clients.
- 2.3 "Eligible Costs" means the costs described in Schedule 2 required by the Recipient to deliver the Project which are:
  - A) incurred and paid by the Recipient in relation to the Project during the Funding Period or during the fiscal year in the case of multi-year funding; or
  - B) incurred by the Recipient in relation to the goods and services purchased during the last two (2) months of the Funding Period and paid within 60 days of the conclusion of the Funding Period, and whose validity has been substantiated to the satisfaction of the Department by means of Supporting Documentation as described in clause 2.12;

Restrictions

- i) Costs associated with validating credentials of Eligible Clients are not eligible.
- ii) Profit is neither a "cost" nor an "expense" and therefore may not be included as an Eligible Cost.

C) deemed to have been incurred based on a funding formula.

2.4 "Capital Costs" means costs that the Recipient expects to incur and pay for capital assets purchased and/or leased (with the option to buy and where there is reasonable assurance that the lessee will obtain ownership at the end of the lease term), in whole or in part, and costing is in excess of \$1000.



Capital assets must be recorded taking into account the quantity of items purchased and according to the "whole asset" approach which considers an asset to be an assembly of connected parts and where costs of all parts would be capitalized and amortized as one asset.

2.5 "Eligible Client" means:

A) For the Settlement Program:

- i) Permanent Residents of Canada.
- ii) Protected persons as defined in section 95 of the *Immigration and Refugee Protection Act* (IRPA).
- iii) Individuals who have been selected, inside or outside Canada, to become permanent residents (pending verifications) **and** who have been informed, by a letter from the Department.
- iv) Convention refugees and protected persons outside Canada who have been selected for resettlement in Canada by the Department.
- v) Live-in Caregivers: Temporary foreign workers who hold or received approval of a work permit under section 112 or received initial approval for permanent residence under section 113 of the *Immigration and Refugee Protection Regulations* (IRPR) are eligible for all settlement services with the exception of language training.

Notes

- vi) "Individuals selected" described in A) iii) above means individuals who have received a positive eligibility decision on their application for permanent residence.
- vii) Eligible persons include both the principal applicant and eligible dependants (spouse and children).

Restrictions

- viii) To access language training, persons must be of legal school-leaving age within their applicable province or territory.
- ix) Canadian citizens and non-permanent residents are **not** eligible persons. However, the Settlement Program provides opportunities for citizens and other residents of Canada to participate in settlement services to clients as volunteers.

B) For the Resettlement Assistance Program (RAP), the following individuals and their accompanying dependents, as defined in the RAP Terms and Conditions:

- i) Government Assisted Refugees (GAR), including those sponsored under the Joint Assistance Sponsorship (JAS) Program.
- ii) Privately Sponsored Refugees (PSR), including Blended Visa Office-Referred (BVOR) clients, primarily for Port of Entry services.
- iii) Other groups admitted under a public policy established by the Minister and deemed eligible for the RAP.
- iv) Eligible resettled refugees arriving on temporary resident permit.
- v) One-Year Window (OYW) arrivals.
- vi) Other groups admitted as members of any current or future humanitarian-protected person abroad class.

Restrictions

- vii) RAP clients must reside, during the eligible period, in a province where the federal government administers RAP in order to remain eligible for assistance.

2.6 "Care for Newcomer Children" means unlicensed childcare that is provided to the children of Eligible Clients while they attend short term and/or long term services under the RAP or the Settlement Program.

2.7 For RAP, "Temporary Accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible clients following their arrival in Canada.

2.8 "Funding Period" means the period specified in Schedule 2 in the section entitled *Duration of Activity / Funding Period*.

2.9 "Term of the Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one (1) year after the



end of the Funding Period.

- 2.10 "Compliance Audit" means an independent assessment done by an accredited auditor in accordance with section 5815 of the *Chartered Professional Accountants Canada Handbook*, to provide assurance of a Recipient's compliance with the Agreement. Audited financial statements do not constitute a compliance audit.
- 2.11 "Fiscal Year" means the period commencing on April 1st in one calendar year and ending on March 31st in the next calendar year.
- 2.12 "Supporting Documentation" means but is not limited to original vouchers, invoices, statements of account, receipts, contracts, lease agreements, and timesheets or other data supporting the Recipient's actual costs incurred. The term also includes cancelled cheques, bank drafts and other forms of data supporting costs incurred.

### 3.0 CONTRIBUTION

3.1 In order to assist the Recipient in delivering the Project, and subject to the terms of the Agreement, the Department will make a Contribution to the Recipient in respect of the Eligible Costs of the Project of an amount not exceeding the lesser of:

- A) 100% of the Eligible Costs; or
- B) the Total Maximum Contribution specified in Schedule 2.

3.2 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Department:

- A) directly related to and necessary for the delivery of the Project;
- B) reasonable; and
- C) allowable expenditures.

3.3

- A) The Recipient will notify the Department in writing with respect to all proposed adjustments to the Agreement. Depending upon the extent and significance of the adjustments, prior written approval by the Department or an amendment to the Agreement may be required.
- B) The Recipient may reallocate Eligible Costs from the Capital Cost category to the Program Delivery category, without prior written approval, when the sum of all transfers is less than 5% of the Capital Cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- C) The Recipient may reallocate Eligible Costs between existing line items within the same cost category, without prior written approval, when the sum of all transfers is less than 5% of the cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- D) In addition to any decision made by the Department under 3.3 A), amendments to the Agreement will be required for:
  - i) increases to the Total Maximum Contribution identified in Schedule 2;
  - ii) the inclusion of new line items or cost categories;
  - iii) increases in fiscal year allocations;
  - iv) changes to the Funding Period; and
  - v) changes related to the scope of the Project outlined in Schedule 1.
- E) With respect to Temporary Accommodation under the RAP, food and incidentals per person rates as set out in Schedule 2 cannot be changed without prior written approval of the Department.
- F) With respect to prior written approval described in subclauses 3.3 A), B), C) and E), the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the relevant details indicated in the Agreement schedules.

3.4 In cases where the Recipient receives more funding than anticipated from any or all sources for the activities specified in the Agreement under clause 5.1, repayment of the pro rata share of the Contribution from the Department will be required.

3.5 Notwithstanding any other provision of this Agreement:

- A) No Contribution is payable by the Department in respect to any portion of the cost of any Eligible Costs for which the Recipient receives a rebate or reimbursement, except in the case of property



tax rebate where the procedure is as follows:

- i) Recipients that receive a property tax rebate from a municipality must notify the Department in writing.
  - ii) Recipients can retain the Department's share of the rebate on condition that they provide a description of how the funds will be used to support activities described in Schedule 1.
  - iii) Should a Recipient wish to use the rebate for other programming, approval must first be obtained by the Department.
  - iv) Recipients must retain records substantiating that the rebate has been reinvested to support activities described in Schedule 1.
- B) Only the portion of the provincial and/or federal tax (GST/HST) which is not refundable by the Canada Revenue Agency as an input tax credit or as a rebate can be claimed as an Eligible Cost.
- C) Any interest or any other income earned on advances of the Contribution shall be accounted for by the Recipient and considered part of the Contribution, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding clause 3.1:

- A) No Contribution shall be paid for costs incurred with respect to a member of staff who is a member of the immediate family of an employee of the Recipient, or, if the Recipient is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favoritism by reason of the staff's membership in the immediate family of the Recipient or officer or director of the Recipient, as the case may be.
- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with an employee of the Recipient, or officer or director of the Recipient, as the case may be.

**4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION**

- 4.1 Subject to clauses 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the Contribution by reimbursement, upon receipt from the Recipient of claims for Eligible Costs as identified in clause 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the fiscal year in which the payment is to be made and to there being funds available. Should the Department's funds be reduced by Parliament, the Department may reduce or cancel the Contribution.
- 4.3 Claims for reimbursement of Eligible Costs are to include Supporting Documentation, if requested by the Department, as described in clauses 6.6 and 6.7 and in Schedule 3 of this Agreement.
- 4.4 Claims from the Recipient for the Project should be submitted according to the reporting frequency specified in Schedule 3.
- 4.5 The Department may make advance payments of a Contribution in approved cases, where the Recipient has requested such payments and the request aligns with conditions specified in Schedule 3.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the Funding Period.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Recipient from other sources that are in excess of total anticipated amounts under clause 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Recipient shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charges Regulations* will apply.
- 4.8 The Recipient declares and guarantees that at the time of signing the Agreement, it does not have an amount owing to the Crown. Should this change during the implementation of the Project, the Recipient shall promptly inform the Department by submitting a true and accurate list of all amounts owing. Amounts due to the Recipient under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.
- 4.9 Where the Department determines that a change in reporting frequency identified in Schedules 3 and 4, or holdback amount identified in Schedule 3 is warranted, it will notify the Recipient in writing and provide details of any changes. The written communication between the Department and the Recipient



shall constitute part of the Agreement and supersede the reporting frequency or holdback amount indicated in Schedule 3 of the Agreement.

- 4.10 The Department reserves the right not to process or pay Contribution funds in relation to claims for Eligible Costs submitted more than 60 days after the end of the Funding Period.

## 5.0 RECIPIENT'S OBLIGATIONS

The Recipient also agrees to abide by the following obligations during the entire Funding Period and where relevant, during the entire Term of the Agreement:

- 5.1 To submit to the Department, prior to the start of the Agreement, a disclosure of all confirmed or potential sources of funding or in-kind contributions for program activities and/or Eligible Costs related to the Agreement. The Recipient shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedule 1, and shall do so within 30 days of their occurrence. The Recipient shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 3.
- 5.2 To keep all records and provide all services and/or activities during the Funding Period in a sustained, diligent, efficient and cost-effective manner, using qualified personnel.
- 5.3 To ensure that all personnel designated by the Recipient to deliver the Project described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the objectives identified in Schedule 1.
- 5.4 To adhere to the following Official Language requirements:
- A) To inform Eligible Clients of services available in the client's official language through other organizations.
  - B) To organize activities, projects, and programs to forge ties between Canada's two official language communities.
  - C) To annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the Department.
  - D) To offer services in both official languages based on an assessment of needs by the Department; this will include:
    - i) making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication; and
    - ii) provision of equal quality services for the public in both official languages, and for individuals in the language of their choice.
  - E) Identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.
  - F) The Department has deemed that the requirements under this section are not applicable.
- 5.5 To deliver the Project in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to beginning the Project, obtain required permits, licences, consents, authorizations and insurance coverage, including directors' liability insurance and replacement insurance for capital assets, as may be required.
- 5.6 Recipients shall ensure that clients receive services in a safe, secure and respectful environment, and that their staff have the tools and training to ensure that this occurs. The Recipient must have in place, or will have in place within six (6) months of the Agreement start date, and shall maintain in place for the entire Funding Period of the Agreement, a code of conduct to prevent, investigate and respond, as required, to misconduct and wrongdoing.
- 5.7 To ensure that all members of the Board of Directors:
- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
  - B) are fully informed about the management and operations of the Recipient; and
  - C) are familiar with the principles of board governance.
- 5.8 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department.
- 5.9 In the case of an Agreement that includes the provision of funds for Care for Newcomer Children



services or licensed daycare services, the following requirements must be met:

- A) The Recipient must ensure all provisions of the national Care for Newcomer Children Requirements, and, where applicable, the provincial or territorial legislation(s) for licensed daycare are met, where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive services under the RAP or the Settlement Program.
- B) The Recipient must ensure that any contracted third party is licensed by the province or territory, where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive services under the RAP or the Settlement Program.

- 5.10 The Recipient shall notify the Department in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership of the Board of Directors.
- 5.11 The Recipient shall notify the Department in writing of any changes to organizational policies which impact this Agreement. Should any changes to such policies occur during the course of the Agreement, the Recipient shall provide the Department with a copy of the amended policy within 14 days of the change.
- 5.12 Where special training needs of clients with disabilities have been identified, the Recipient shall submit to the Department for consideration a rationale and a budget for the cost of such enhancements.

## 6.0 MONITORING AND REPORTING REQUIREMENTS

In order to fulfill the Department's management and accountability requirements, the Recipient further agrees to abide by the following obligations:

- 6.1 During the entire Funding Period, the Recipient will:
  - A) ensure that authorized representatives of the Department are permitted reasonable access to all premises where the Project is being delivered under this Agreement, or which provide support for this Project, in order to monitor all aspects of the Recipient's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
  - B) keep and maintain a secure data collection system containing protected information, as required by the Department, about each Eligible Client to whom services are provided.
- 6.2 During the entire Term of the Agreement, the Recipient will:
  - A) keep and maintain proper books and records in accordance with generally accepted accounting principles and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
  - B) retain all Supporting Documentation relating to the financial books and records.
- 6.3 During the entire Term of the Agreement and for each reporting period identified in Schedules 3 and 4, the Recipient shall submit claims for Eligible Costs with Supporting Documentation if requested by the Department, and complete statistical and narrative reporting against progress towards and achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency.
- 6.4 The Recipient shall complete an annual project performance reporting exercise by submitting an annual report. Recipients delivering direct services under the Settlement Program must submit an annual report using the template provided by the Department. Annual reports must be submitted to the Department at the end of the Agreement for single-year agreements (or less), or at the end of each fiscal year for multi-year agreements.
- 6.5 During the entire Term of the Agreement, and for seven (7) years afterwards, the Recipient agrees to:
  - A) make such information as described in clauses 6.1, 6.2, 6.3 and 6.4, regardless of format, available for inspection, audit and monitoring by representatives of the Department, who may make copies thereof and take extracts therefrom, ensuring that all protected information is protected as per departmental policies;
  - B) make available facilities for any such inspection, audit and monitoring by representatives of the Department;
  - C) show evidence of a documented disposition procedure and provide any other information that may be required with respect to the books and records described in clauses 6.1, 6.2, 6.3 and 6.4;
  - D) send copies of any information to the Department, which has been collected on its behalf, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the Project; and
  - E) safeguard appropriately for its level of classification or designation, collected protected information



as described in subclause 6.1 B). Protected information must be retained only for as long as the client continues to receive services, after which all copies of the record must be immediately destroyed. The manner of destruction must be appropriate to the level of classification or designation and the storage media in which it has been retained. If the Recipient is required to maintain the record for uses outside of the Agreement, all identifying information specific to the Department must be removed.

- 6.6 During the entire Term of the Agreement, and for greater certainty further to subclause 6.1 B), the Recipient shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program under which it is receiving funding.

The Recipient also agrees:

- A) to use the system(s) provided by the Department and maintain a comprehensive security awareness training program available to all staff; or
- B) that additional requirements under this section as identified by the Department, are not applicable.

- 6.7 The Recipient shall submit to the Department, within 60 days of the end of the Funding Period or as otherwise specified in Schedule 3 or 4:

- A) a final claim for Eligible Costs with Supporting Documentation if requested by the Department;  
B) a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind contributions, for the Project; and  
C) a Final Progress Report as detailed in Schedule 4.

- 6.8 Recipients shall be subject to monitoring by the Department, as set out in clauses 6.1 to 6.7, in relation to their planned objectives and deliverables. The Department will assess whether satisfactory outcomes have been achieved; whether demand for a particular service still exists; and whether administrative documents, reports, financial records and statements, and any other required documentation, are in order.

- 6.9 The Department may request a Compliance Audit of the Project to ensure compliance with the terms of the Agreement. The scope and timing of such an audit will be determined by the Department.

## 7.0 PRIVACY AND SECURITY OBLIGATIONS

- 7.1 Personal information collected or maintained by the Recipient within Canada is subject to the provisions of the applicable federal, provincial or territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

Recipients delivering a Project overseas will:

- A) comply with the current national or domestic laws of the countries where services are being provided, including any laws that may be enacted after the beginning of the Agreement; and  
B) acknowledge that nothing in the applicable laws derogates from, prevents compliance with or conflicts with the requirements of this Agreement. The Recipient must notify the Department immediately, and where possible in advance, of a change to applicable laws that derogates from, prevent compliance or conflict with the requirements of this Agreement.

- 7.2 Recipients will limit their collection of personal information to only that which is necessary for them to carry out their programming, and must be proportional to the benefit to be derived from the expected outcomes of the Project.

- 7.3 Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. When requested, the Recipient shall provide clients with reasonable access to view their information that was collected for purposes of programming funded by the Department.

- 7.4 The Recipient shall take all security measures reasonably necessary to protect any such personal information using methods that are generally used by prudent public and private sector organizations. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

Recipients delivering a Project outside Canada will ensure cross-border transmission of personal



information between its offices in countries where the Recipient is delivering the Project and fulfilling its obligations pursuant to this Agreement must only be done when necessary or required for the performance of the Project and shall be in compliance with all sections of this Agreement. If requested by the Department, the Recipient shall provide a description of cross-border transmission of information that is necessary for the Project.

- 7.5 Where the Recipient has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the Department of the privacy breach. The Recipient will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The Department may direct the Recipient to take specified steps to resolve and prevent a recurrence.
- 7.6 Despite the provisions of this Agreement, in the event that the Recipient is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, whether in or outside of Canada, the Recipient shall notify the Department and the affected client immediately, and where possible, in advance.
- 7.7 In addition to the above as it relates to clause 6.6 specifically, the Recipient agrees:
- A)
    - i) to make available the "Gathering Information" pamphlet that explains the purpose and privacy implications of collecting a client's information;
    - ii) if the client is illiterate, to verbally transmit the contents of the pamphlet; and
    - iii) to comply with the systems' related privacy and security manual and other departmental policies and instructions governing security matters.
  - B) that additional requirements under this clause as identified by the Department, are not applicable.
- 7.8 Without limiting the generality of section 9.0, the Recipient shall be liable for claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Recipient of its obligations pursuant to this Agreement. The Department will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Recipient of its obligations pursuant to this Agreement. The Department is not liable for the physical safekeeping and privacy of documents provided to the Recipient while such documents are in the possession or control of or under the responsibility of the Recipient, or in the process of being transferred or transmitted to the Department.
- 7.9 Any violation of the above-noted clauses will be considered a default pursuant to section 8.0 of the Agreement.

## 8.0 DEFAULT

8.1 The following constitute events of default:

- A) The Recipient becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Recipient, or the Recipient is dissolved.
- C) 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.
- D) The Recipient has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Recipient has failed to deliver the Project in an acceptable manner.
- F) The activities or anticipated activities of the Recipient are contrary to Canadian law.

8.2 In the event of default and after consultation with the Recipient, the Department may direct that changes be made to the Project.

8.3 The Department may avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- A) by written notice to the Recipient in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the Eligible Costs of the Project as per clauses 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction; and/or
- B) by written notice to the Recipient in the event of default, immediately terminate any obligation to



contribute or continue to contribute to the Eligible Costs of the Project as per clauses 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that the needs of Eligible Clients would be better met by such termination or has determined that it would not otherwise be in the Department's interest to continue with its obligation to contribute.

8.4 In the event of default and termination of the Agreement by the Department:

- A) the Recipient shall dispose of capital assets acquired with the Contribution as outlined in section 11.0 of this Agreement; and
- B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in clause 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. The partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent the Department in any way from later exercising any other right or remedy under this Agreement or other applicable law.

## 9.0 THIRD PARTY

9.1 This Agreement is for a Contribution to the Recipient only, and nothing in it or done pursuant to it is to be construed as constituting the Recipient as the Department's agent, representative, employee or co-venturer. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.

9.2 The Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement, including, but not limited to, the following:

- A) non-payment by the Recipient of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Recipient becomes bankrupt or insolvent or is placed in receivership;
- B) any injury or death of a person;
- C) any loss or damage to property caused or alleged to be caused by the Recipient or its servants or agents in carrying out the Project;
- D) any settlement for wrongful dismissal by the Recipient; and
- E) any infringement of the third party's Intellectual Property Rights, including claims that stem from the use of hardware or software provided to the Recipient by the Department or acquired by the Recipient with funds pursuant to this Agreement.

9.3 As soon as the existence of a claim from a third party as described in subclause 9.2 E) is made known to the Department, the Department is entitled to prohibit the Recipient from making further use of the hardware or software described above and to issue instructions to the Recipient regarding such claims. If the Recipient does not comply with instructions issued by the Department pursuant to subclause 9.2 E) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.

9.4 Where the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient, that they shall also be personally, jointly and severally liable for any and all obligations of the Recipient under this Agreement, and for any debt that may become due to the Department hereunder.

9.5 The Recipient shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.

9.6 When the Recipient contracts for products or services which are the subject of this Agreement, the Recipient must:

- A) use a fair process in obtaining price quotes from prospective contractors;
- B) ensure value for money;
- C) retain, and readily provide to the Department on request, copies of all contracts with third parties; and
- D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
  - i) during the entire Term of the Agreement; and
  - ii) for seven (7) years afterwards.



- 9.7 The Recipient must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:
- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party.
  - B) The third party must make available Supporting Documentation, and books and records to the Department's representatives for inspection and audit.
  - C) The third party must be bound to the same privacy and security obligations that apply to the Recipient under section 7.0 of the Agreement.

## 10.0 INTELLECTUAL PROPERTY

- 10.1 "Intellectual Property Right" means any Intellectual Property Right recognized by law, including any protected through legislation or arising from protection of information as a trade secret or as confidential information.
- 10.2 Where in the course of carrying out the Project, the Recipient produces any work subject to Intellectual Property Rights, these rights shall vest in the Recipient.
- 10.3 Recipients should, or must if applicable, negotiate a copyright licence with one of the Canadian copyright licensing agencies to have rights on all copyright materials for use by clients and recipient staff.
- 10.4 Where the production of the work has been funded, in whole or in part, by the Contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.
- 10.5 With respect to any work licensed under this section, the Recipient:
- A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
  - B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in subclause 10.5 A) of this Agreement; and
  - C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Recipient as being solely responsible for the content of such work.
- 10.6 If the Recipient is involved, either in or out of court, in a claim by a third party relating to the infringement of its Intellectual Property Rights, the Recipient must inform the Department immediately in writing of the claim.
- 10.7 Section 10.0 shall remain in effect after the expiration of the Agreement.

## 11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with Contribution funds, the Recipient and the Department agree that ownership of such assets rests with the Recipient, subject to the following:

- 11.1 That such assets be insured for replacement costs.
- 11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Recipient. The inventory should include sufficient information such as the purchase date, purchase price, make, model and serial number for easy identification of the assets.
- 11.3 That the Recipient neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.
- 11.4 That at the termination of the Agreement and ending of the funding relationship between the Department and the Recipient, the latter will ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Recipient, at the discretion of the Department:
- A) be sold, at fair market value, and that the revenue be applied to eligible Project costs, which may no longer be claimed for reimbursement;



- B) be turned over to a registered charitable organization;
- C) assigned to another recipient funded by the Department; or
- D) be retained by the Recipient.

## 12.0 GENERAL

- 12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.
- 12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.3 This Agreement is binding on the parties and their successors and permitted assigns.
- 12.4 This Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Recipient and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.
- 12.5 The Department may, by notice to the Recipient, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than **two months** written notice of intention to terminate. In the event of a suspension, the Department will notify the Recipient of the obligations to be met. In the event of a termination notice being given by the Department under this section:
- A) the Recipient shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
  - B) all Eligible Costs incurred by the Recipient up to the date of termination, not exceeding the maximum amount of the Department's Contribution payable under this Agreement, will be paid by the Department, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement; and
  - C) the amount of any Contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.
- 12.6 All communication with respect to this Agreement shall be sent:
- A) in the case of the Department, to:  
Director of Integration  
417 Exeter Road  
London, ON, N6E 2Z3  
Canada
  - B) in the case of the Recipient, to:  
Jill Tansley  
The Corporation of the City of London  
Citi Plaza, 355 Wellington Street, Suite 248, 2nd Floor  
London, ON, N6A 4L6  
Canada
- 12.7 Any communication that is delivered will have been received on delivery; any communication sent by facsimile will be deemed to have been received one (1) day after having been sent; any communication sent by email will be deemed to have been received on the date that the email is sent, and any communication mailed by regular mail will be deemed to have been received five (5) working days after being mailed. The Recipient represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.
- 12.8 The Recipient represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Recipient enforceable with its terms.
- 12.9 The Recipient represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during



the Term of the Agreement.

- 12.10 The Recipient and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing arising out of, related to, occasioned by or attributable to, in any way, to this Agreement shall constitute or be deemed to constitute that the Recipient and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.
- 12.11 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Recipient in carrying out its obligations under this agreement, and the Recipient will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.
- 12.12 The Recipient will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have Intellectual Property Rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Recipient will indemnify and save harmless the Department from any such claims.
- 12.13 When direct services and/or activities are provided to clients, the Recipient shall erect at a suitable location on its premises a sign in both of Canada's official languages, which the Department considers appropriate, indicating that the Recipient's Project is funded by the Government of Canada.
- 12.14 Where in the opinion of the Department there is a demand, the Recipient will ensure that services and documentation intended for public use be available in both official languages.
- 12.15 In consultation with the Department, the Recipient shall ensure visibility and provide public recognition of the Government of Canada's support to the Project in publications, speeches, press releases, websites, social media or other communication material. This shall be done in a manner compliant with Canada's Federal Identity Program using a visual identifier and/or wording satisfactory to the Department, for example: "This project is funded [in part] by the Government of Canada / Ce projet est financé [en partie] par le gouvernement du Canada". The Department may, at its discretion, withdraw the requirement for recognition of federal funding, and will consult the Recipient to determine when the public recognition activities may resume.
- 12.16 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.
- 12.17 The Recipient warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.
- 12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the public.
- 12.19 No current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 12.20 Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, as amended from time to time.
- 12.21 The parties agree that unless otherwise specified in writing in this Agreement, the law of the province or territory where the Recipient's head office is located shall be the applicable provincial or territorial law.
- 12.22 The Recipient shall declare in writing to the Department if the Recipient, members of its Board of Directors or any of its officers or employees engaged in this Project:
  - A) were convicted during a period of three (3) years prior to the Agreement by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption; or
  - B) are under sanction, for an offence involving bribery or corruption, imposed by a government or a governmental organization.

The Department may terminate the Agreement forthwith for default where it is found that the Recipient has omitted to declare, prior to entering into, or during the Funding Period of the Agreement, such



conviction or sanction.

12.23 The Recipient acknowledges that the name of the Recipient, the amount of the Contribution and the general nature of the Project funded may be made publicly available by the Department in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

12.24 The Recipient acknowledges that the Department is subject to the *Access to Information Act*, RSC 1985, Chapter A-1, and information obtained by the Department pertaining to this Agreement may be disclosed to the public upon request under the aforementioned act.

The Recipient acknowledges having read and understood the Agreement in its entirety and agrees with its contents. The parties hereto have signed this Agreement through duly authorized representatives:

**Recipient**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Position (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (YYYY-MM-DD)

**Department**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Position (Print)

**Recipient**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Position (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (YYYY-MM-DD)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (YYYY-MM-DD)



**Settlement Program – Schedule 1  
Statement of Planned Activities and Intended Results**

Recipient Name: <b>The Corporation of the City of London</b>	Agreement Number: <b>S213926014</b>
Agreement Title: <b>London &amp; Middlesex Local Immigration Partnership</b>	Amendment Number:

**PROJECT DESCRIPTION AND OBJECTIVE(S):**

The Local Immigration Partnerships (LIPs) will provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers to Ontario that are local and regional in scope.

The overall objective of the LIPs initiative is to identify groups that will coordinate and enhance local and regional service delivery to newcomers while identifying and minimizing duplication. Strategic partnerships between service providers are to be created.

**PLANNED ACTIVITIES:**

**Activity:** 1 - Indirect - Local Immigration Partnership

**Activity Narrative:** To maintain and sustain a partnership council made up of a diverse range of representatives from the community, including individuals with lived experience;  
To assist non-settlement service providers and the community in developing a greater understanding of newcomer needs and services;  
To plan regular consultations with the community as well as a capacity survey (every three years) that looks at capacity and needs of the community;  
To create a welcoming community by enhancing awareness of the significance of and positive aspects of immigration and immigrants, and by engaging the community in respecting and including immigrants;  
To enhance communication between and among immigrants, the local community, service providers and government by creating and delivering an outreach strategy;  
To optimize outcomes for immigrants through improved coordination and collaboration among service providers by expanding relationships, and continuing to assess gaps and promote activities;  
To engage all levels of government, funders and institutions to reduce systemic barriers that impede immigrants' ability to successfully participate in the community; and  
To provide access and navigate supports and services.

These activities will be accomplished through the work of the Central Council and the five sub-councils on Employment, Inclusion & Civic Engagement, Health & Well-being, Education, and Settlement.

**Output Description:** Indirect services to engage community stakeholders in identifying and addressing newcomer gaps in service.

6 Central Council meetings will occur each fiscal year.  
30 Sub-council meetings

**Quantity:** 180

**EXPECTED OUTCOMES:**

- Awareness of community and other resources to deal with settlement issues
- Connections to communities and public institutions
- Settlement and non-settlement services are responsive to the needs of newcomers and communities
- Partners deliver responsive and coordinated settlement and community services



**Settlement Program – Schedule 2  
Description of Eligible Costs**

Recipient Name: <b>The Corporation of the City of London</b>		Agreement Number: <b>S213926014</b>
Address: <b>Citi Plaza, 355 Wellington Street, Suite 248, 2nd Floor London, ON, Canada N6A 4L6</b>		
Telephone Number: <b>(519) 661-2500</b>	Facsimile Number: <b>(519) 661-5871</b>	Amendment Number:
Agreement Title: <b>London &amp; Middlesex Local Immigration Partnership</b>		

Duration of Activity / Funding Period	From: <b>2020-04-01</b> YYYY-MM-DD	To: <b>2025-03-31</b> YYYY-MM-DD	Fiscal Years: <b>5</b>
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**DEPARTMENTAL CONTRIBUTION – SEE ATTACHED SHEET FOR COST CATEGORY DETAILS**

FISCAL YEAR	PROGRAM DELIVERY	ADMINISTRATIVE	CAPITAL	TOTAL CONTRIBUTION
2020-2021	\$211,058	\$10,553	\$509	\$222,120
2021-2022	\$217,754	\$10,670	\$519	\$228,943
2022-2023	\$224,576	\$10,780	\$529	\$235,885
2023-2024	\$231,584	\$10,884	\$540	\$243,008
2024-2025	\$236,708	\$10,652	\$551	\$247,911
<b>TOTAL COST CATEGORY</b>	<b>\$1,121,680</b>	<b>\$53,539</b>	<b>\$2,648</b>	<b>\$1,177,867</b>



Recipient Name: <b>The Corporation of the City of London</b>	Agreement Number: <b>S213926014</b>
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Fiscal Year: 2020-2021

**PROGRAM DELIVERY 1**

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Delivery assistance	Printing strategic documents	\$500
	GST/HST	non-rebated	\$236
	Conferences and workshops	Refreshments and meeting costs, implementation of strategy costs	\$9,415
	Professional and consultant fees	Evaluation, translation, administrative support and coordination services (contract)	\$200,907

**Total - Program Delivery:** \$211,058

**ADMINISTRATIVE**

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	5%	\$10,553

**Total - Administrative:** \$10,553

**CAPITAL**

Qty	Line Item	Description/Details	Amount for Fiscal Year
1	Capital expenditures	regular funding	\$500
1	GST/HST	non-rebate	\$9

**Total - Capital:** \$509

**Total Maximum Contribution for Fiscal Year:** \$222,120



Recipient Name: <b>The Corporation of the City of London</b>	Agreement Number: <b>S213926014</b>
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**Fiscal Year: 2021-2022**

**PROGRAM DELIVERY 1**

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Delivery assistance	Printing strategic documents	\$510
	GST/HST	non-rebated	\$237
	Conferences and workshops	Refreshments and meeting costs, implementation of strategy costs	\$9,573
	Professional and consultant fees	Evaluation, translation, administrative support and coordination services (contract)	\$207,434

**Total - Program Delivery: \$217,754**

**ADMINISTRATIVE**

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	4.9%	\$10,670

**Total - Administrative: \$10,670**

**CAPITAL**

Qty	Line Item	Description/Details	Amount for Fiscal Year
1	Capital expenditures	regular funding	\$510
1	GST/HST	non-rebate	\$9

**Total - Capital: \$519**

**Total Maximum Contribution for Fiscal Year: \$228,943**



Recipient Name: <b>The Corporation of the City of London</b>	Agreement Number: <b>S213926014</b>
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Fiscal Year: 2022-2023

**PROGRAM DELIVERY 1**

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Delivery assistance	Printing strategic documents	\$520
	GST/HST	non-rebated	\$254
	Conferences and workshops	Refreshments and meeting costs, implementation of strategy costs	\$6,770
	Professional and consultant fees	Evaluation, translation, administrative support and coordination services (contract)	\$217,032

**Total - Program Delivery:** \$224,576

**ADMINISTRATIVE**

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	4.8%	\$10,780

**Total - Administrative:** \$10,780

**CAPITAL**

Qty	Line Item	Description/Details	Amount for Fiscal Year
1	Capital expenditures	regular funding	\$520
1	GST/HST	non-rebate	\$9

**Total - Capital:** \$529

**Total Maximum Contribution for Fiscal Year:** \$235,885



Recipient Name: <b>The Corporation of the City of London</b>	Agreement Number: <b>S213926014</b>
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**Fiscal Year: 2023-2024**

**PROGRAM DELIVERY 1**

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Delivery assistance	Printing strategic documents	\$530
	GST/HST	non-rebated	\$268
	Conferences and workshops	Refreshments and meeting costs, implementation of strategy costs	\$10,871
	Professional and consultant fees	Evaluation, translation, administrative support and coordination services (contract)	\$219,915

**Total - Program Delivery:** \$231,584

**ADMINISTRATIVE**

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	4.7%	\$10,884

**Total - Administrative:** \$10,884

**CAPITAL**

Qty	Line Item	Description/Details	Amount for Fiscal Year
1	Capital expenditures	regular funding	\$531
1	GST/HST	non-rebate	\$9

**Total - Capital:** \$540

**Total Maximum Contribution for Fiscal Year:** \$243,008



Recipient Name: <b>The Corporation of the City of London</b>	Agreement Number: <b>S213926014</b>
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**Fiscal Year: 2024-2025**

**PROGRAM DELIVERY 1**

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Delivery assistance	Printing strategic documents	\$541
	GST/HST	non-rebated	\$244
	Conferences and workshops	Refreshments and meeting costs, implementation of strategy costs	\$9,519
	Professional and consultant fees	Evaluation, translation, administrative support and coordination services (contract)	\$226,404

**Total - Program Delivery: \$236,708**

**ADMINISTRATIVE**

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	4.5%	\$10,652

**Total - Administrative: \$10,652**

**CAPITAL**

Qty	Line Item	Description/Details	Amount for Fiscal Year
1	Capital expenditures	regular funding	\$541
1	GST/HST	non-rebate	\$10

**Total - Capital: \$551**

**Total Maximum Contribution for Fiscal Year: \$247,911**



**Settlement Program – Schedule 3  
Terms of Payments and Financial Reporting**

Recipient Name: <b>The Corporation of the City of London</b>	Agreement Number: <b>S213926014</b>
Agreement Title: <b>London &amp; Middlesex Local Immigration Partnership</b>	Amendment Number:

**TERMS OF PAYMENTS**

**Reimbursements**

- 1.0 The Department will make payments of the Contribution amount by reimbursements, upon receipt from the Recipient of claims for Eligible Costs, with Supporting Documentation if requested by the Department, in accordance with clause 4.1 of the Agreement.
- 2.0 During the course of the Agreement, should it be determined that advance payments are warranted for achievement of program objectives, the Department will ensure that the conditions governing the need for advances as per clause 4.5 are met. For the purposes of advance payments, the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the advance payment clause.

**Holdback**

- 3.0 An amount of up to **5%** of the total Agreement value will represent the holdback and be disbursed to the Recipient as a final payment on receipt and approval by the Department of the final claims for Eligible Costs and deliverables, including any requested Supporting Documentation. Material submitted to the Department to support release of the holdback must be certified by a duly authorized representative of the Recipient.

**FINANCIAL REPORTING**

- 4.0 The Recipient agrees to submit to the Department:

**Forecast of Cash Flow**

- 4.1 An initial Forecast of Cash Flow prior to the beginning of each Fiscal Year and following any amendment to the Agreement. The Department may request submission of a revised Forecast of Cash Flow should significant variances to projected spending occur.

**Claims**

- 4.2 Claims for reimbursement of Eligible Costs that support the achievement of objectives shall be submitted by the Recipient, for each Fiscal Year of the Agreement, as follows:

1. April, May, June and July
2. August and September
3. October and November
4. December, January, and February
5. March

Claim 4 (December, January, and February) shall be accompanied by an estimate of anticipated costs for March. A revised Forecast of Cash Flow should be used for this purpose. Claims are to be submitted to the Department within **10 days** of the end of the reporting period.

**Annual Audited Financial Statements**

- 4.3 For multi-year agreements, the Recipient shall submit to the Department, the organizational annual financial statements (audited if available), within six (6) months of the Recipient's fiscal year end date.



**Settlement Program – Schedule 4  
Supplementary Terms and Conditions**

Recipient Name: <b>The Corporation of the City of London</b>	Agreement Number: <b>S213926014</b>
Agreement Title: <b>London &amp; Middlesex Local Immigration Partnership</b>	Amendment Number:

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Recipient.

**Lobbying and Advocacy:**

- Further to clause 8.1 of the Agreement, the parties agree that the Recipient will be considered in default of the Agreement should any of the services and/or activities contemplated by this Agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) be organized with the express intent of lobbying or advocating against government policies or programs.
- The parties further agree that where the Recipient has shared plans with the Department about planned services and/or activities and the Department has raised no objections in advance about those plans, they will not be considered to be organized with the express intent of lobbying or advocating against government policy or programs, provided that they are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the services and/or activities, the Recipient will either eliminate the services and/or activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the services and/or activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the Agreement.

**Communications Protocol:**

- The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.
- The Recipient will advise the Department at least 30 days in advance of any special event the Recipient wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. The Recipient consents to having the Department or its designates participate in any such event.

**Requirements in Support of the Francophone Integration Pathway:**

- The Recipient shall enquire as to the official language preference of all clients.
- The Recipient shall ensure that all clients are adequately informed about the availability of French settlement services and the possibility of settling in French in Canada when accessing services in person and when visiting the Recipient's website.
- The Recipient shall refer clients choosing to be served in French to Francophone recipients if it does not have the capacity to deliver settlement services in French.
- The Recipient shall develop and maintain partnerships with Francophone service providers offering settlement services in order to meet the service requirements above.

**Performance Monitoring and Outcome Reporting:**

- Further to section 6.0 of the Agreement, the Department may request that the Recipient carry-out project-level performance monitoring and assessment activities in accordance with requirements to be set out by the Department to inform project-level outcome reporting and analysis. These requirements may include, but not be limited to, Recipient-run surveys to measure project-level outcomes of clients in priority areas determined by the Department.

**Narrative Reporting:**



Narrative reports shall be submitted by the Recipient for each Fiscal Year of the Agreement, as follows:

1. April to June (due July 31)
2. July to October (due November 30)

Narrative reports are to be submitted to the Department within 30 calendar days of the end of the reporting period.

#### **Final Progress Report:**

Following completion of the Project, the Recipient shall submit a Final Progress Report detailing the actual achievements of the Project against the Project objective(s), planned activities, and expected results identified in Schedule 1. This report is to be submitted to the Department within 60 days of the end of the Funding Period.

#### **Redistribution of Funding:**

The Recipient may redistribute funds to a Sub-Agreement Holder to carry out all or part of the Project funded under this Agreement. The Recipient remains accountable for the obligations in this Agreement and is responsible for making certain that the Sub-Agreement Holder fulfills its obligations to the Recipient. Any Sub-Agreement entered by the Recipient with Sub-Agreement Holders must respect the terms and conditions of funding set out in the Agreement.

#### *Interpretation*

1. For the purposes of this Agreement, "Sub-Agreement Holder" means an organization which receives funding from the Recipient to carry out all or part of the Project under this Agreement.

#### *Accountability and Management Framework*

2. The Recipient shall put in place an accountability and management framework with respect to organizations that applied for or receive funding under this Agreement, including a process for ensuring that proposals are assessed and selected in an open, impartial and fair manner. The Recipient shall provide the Department with a copy of this framework.

#### *Sub-Agreements*

3. The Recipient must ensure that the responsibilities, roles and relationship between each Sub-Agreement Holder and the Recipient are clearly stated in a written Sub-Agreement. The Sub-Agreement sets out the terms and conditions under which the Recipient is providing funding. It must be consistent with the Department's Agreement with the Recipient and include the following:
  - A) the Sub-Agreement Holder's legal name and address, a description of the purpose of the funding, the date of signing and the duration of the Sub-Agreement;
  - B) the conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination in the event of a breach;
  - C) the costs which are eligible for reimbursement and a requirement for the Sub-Agreement Holder to repay any overpayments, unexpended balances and disallowed expenses to the Recipient;
  - D) the maximum amount payable and the conditions to be met before payment is made, including the requirement for the Sub-Agreement Holder to provide the Recipient with periodic claims of eligible costs and narrative reports on the achievement against planned activities and expected results;
  - E) a provision giving both the Department and the Recipient the right to conduct an audit of the books and records of the Sub-Agreement Holder, including access to the premises of the Sub-Agreement Holder and all of its financial and non-financial records related to the Sub-Agreement to monitor compliance;
  - F) a requirement to retain all accounts and records during the term of the Sub-Agreement, and for a period of seven (7) years afterwards, including copies of all Supporting Documentation;
  - G) a provision stipulating that payment of any funding under the Sub-Agreement is subject to the availability of funds and that payment of funding may be cancelled or reduced in the event that the Department cancels or reduces its funding to the Recipient; and
  - H) a requirement to give appropriate recognition of the Department's contribution in its publicity and signage.



*Monitoring and Audit*

4. The Recipient shall exercise due diligence in the administration of its Sub-Agreements and shall take appropriate measures for ensuring compliance, including:
  - A) monitoring project activities and undertaking periodic audits or reviews of financial records, which will be provided to the Department upon request;
  - B) where there are breaches of the Sub-Agreement, taking appropriate measures to resolve the situation, including termination or legal action to enforce compliance with the terms and conditions; and
  - C) making all reasonable efforts to recover any overpayments.

**Other:**

1. The Recipient shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
2. International travel is not an eligible cost and will not be reimbursed by the Department under this Agreement.

Bill No. 101  
2020

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to approve a limiting distance agreement between the Corporation of the City of London and MJ LONDON PROPERTIES INC. for the property at 515 Burbrook Place, and to delegate authority to the Managing Director, Environmental & Engineering Services & City Engineer, to execute the agreement on behalf of the City of London as the adjacent property owner.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a limiting distance agreement with MJ LONDON PROPERTIES INC. for the property at 515 Burbrook Place (the "Agreement");

AND WHEREAS it is appropriate to delegate authority to the Managing Director, Environmental & Engineering Services & City Engineer, to execute the agreement on behalf of the City of London as the adjacent property owner;

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

1. The Agreement substantially in the form attached as Schedule "A" to this by-law and to the satisfaction of the City Solicitor, being limiting distance agreement between the Corporation of the City of London and MJ LONDON PROPERTIES INC. for the property at 515 Burbrook Place, is hereby APPROVED.
2. The Managing Director, Environmental & Engineering Services & City Engineer, is hereby authorized to execute the Agreement approved under section 1 of this by-law on behalf of the City of London as the adjacent property owner.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council, March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – March 2, 2020  
Second reading – March 2, 2020  
Third reading – March 2, 2020

**SCHEDULE "A"**

**THIS AGREEMENT** made in duplicate this \_\_\_\_ day of March, 2020.

**BETWEEN:**

**MJ LONDON PROPERTIES INC.**  
(hereinafter called the "OWNER")

of the FIRST PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter called the "CITY")

of the SECOND PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter called "ADJACENT OWNER")

of the THIRD PART

**WHEREAS** the Owner is the registered owner of the lands described in Schedule "A" (the "Owner's Lands");

**AND WHEREAS** Adjacent Owner is the registered owner of lands described in Schedule "B" (the "Adjacent Lands");

**AND WHEREAS** the Owner's Lands abut and are immediately to the South of the Adjacent Lands;

**AND WHEREAS** the Owner has applied to the City for permission to be exempted from certain provisions of the Ontario Building Code pertaining to unprotected openings and fire rating of the north face of the dormer wall of a Single Detached Dwelling on the Owner's Lands;

**AND WHEREAS** the north face of the Single Detached Dwelling abuts the Adjacent Lands;

**AND WHEREAS** the City wishes to ensure that no building or structure will be erected on the Adjacent Lands within 1.2 metres of the north face of the Single Detached Dwelling on the Owner's Lands;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of \$2.00 and other good and valuable consideration now paid by each of the parties hereto to

the other, the receipt and sufficiency of which is hereby acknowledged, the City, the Owner and Adjacent Owner hereby covenant and agree as follows:

1. The Adjacent Owner irrevocably agrees with the Owner not to construct any building or structure within 1.2 metres of the North face of the Single Detached Dwelling on the Owner's Land; failing which, the Adjacent Owner shall be fully liable for all costs of the work to be performed pursuant to the requirements of the Ontario Building Code.
2. The Adjacent Owner acknowledges and agrees that the 1.2 metre line as established by this agreement shall be the "limiting distance" for the purposes of the determining unprotected openings or fire rating on the wall as required by the Ontario Building Code, of the South face of any building subsequently erect on the Adjacent Lands.
3. For the purposes of this agreement "limiting distance" shall mean a line 1.2 metres from the North wall of the Single Detached Dwelling on the Owner's Lands.
4. This restriction shall run with the Owner's Lands and the Adjacent Lands and shall bind all Parties hereto, their successors and assigns.
5. The Owner covenants and agrees with the City, that the Owner will forthwith bring the North wall of the Single Detached Dwelling into compliance, as is prescribed by the Ontario Building Code then in effect, coincidental with the construction of any building or structure upon the Adjacent Lands, which is within 1.2 metres of the North face of the Single Detached Dwelling on the Owner's Lands.
6. The Owner, successors and heirs of the subject property at 515 Burbrook Place agree to restore to the City's satisfaction any disturbance of the laneway immediately adjacent to the north.
7. Removal of this agreement from the title of either property shall require the written agreement of all parties (or their heirs or assigns) to this agreement.



**SCHEDULE 'A'**

PLAN 473 LOT 73 PT LOT 74 30.50FR 127.92D (Municipal Address: 515 Burbrook Place)

**SCHEDULE 'B'**

Lane abutting Lot 73 on Registered Plan 473(C) in the City of London and County of Middlesex.  
Part of PIN 08288-0327

Bill No. 102  
2020

By-law No. C.P.-1467( )- \_\_\_\_

A by-law to amend C.P.-1467-175, as amended, being “A by-law to establish financial incentives for the Downtown Community Improvement Project Areas”.

WHEREAS by Subsection 28(2) of the Planning Act, the Council of a municipal corporation may, by by-law, designate such an area as a community improvement project area;

AND WHEREAS by Subsection 28(4) of the Planning Act, the Council of a municipal corporation may adopt a community improvement plan for the community improvement project area;

AND WHEREAS Municipal Council adopted By-law C.P. 1356-234 to designate the Downtown Community Improvement Project Areas;

AND WHEREAS Municipal Council adopted By-law C.P. 1357-249 to adopt the Downtown Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1467-175 to establish financial incentives for the Downtown Community Improvement Project Area;

AND WHEREAS the Official Plan for the City of London contains provisions relating to community improvement within the City of London;

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

1. The existing Schedule “1” of By-law C.P.-1467-175, as amended, being “A By-law to establish financial incentives for the Downtown Community Improvement Project Areas,” is hereby repealed;
2. The new Downtown Financial Incentive Program Guidelines attached hereto as Schedule “1” is hereby adopted;
3. This by-law shall come into effect upon the date of the passage of this by-law.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

## Schedule “1”

### Downtown Community Improvement Plan – Financial Incentive Program Guidelines

**\* Effective January 1, 2018 \***  
**\* Revised March 3, 2020 \***

This program guideline package provides details on the financial incentive programs provided by the City of London through the Downtown Community Improvement Plan (CIP), which includes:

- Façade Improvement Loan Program (including non-street façades and forgivable loans);
- Upgrade to Building Code Loan Program (including forgivable loans);
- Rehabilitation & Redevelopment “Tax Grant” Program;
- Residential Development Charges Grant Program (i.e. the Combined DC/Tax Grant).

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## How to Read this Document

Each of the financial incentive programs has its own specific Purpose, Program Objectives and Eligible Improvements. There are many areas of each program that are the same including Definitions, Eligibility Criteria, Targeted & Non-Targeted Uses, Appeal of Refusal Section, Relationship to other Financial Incentive Programs, as well as Monitoring & Discontinuation of Programs.

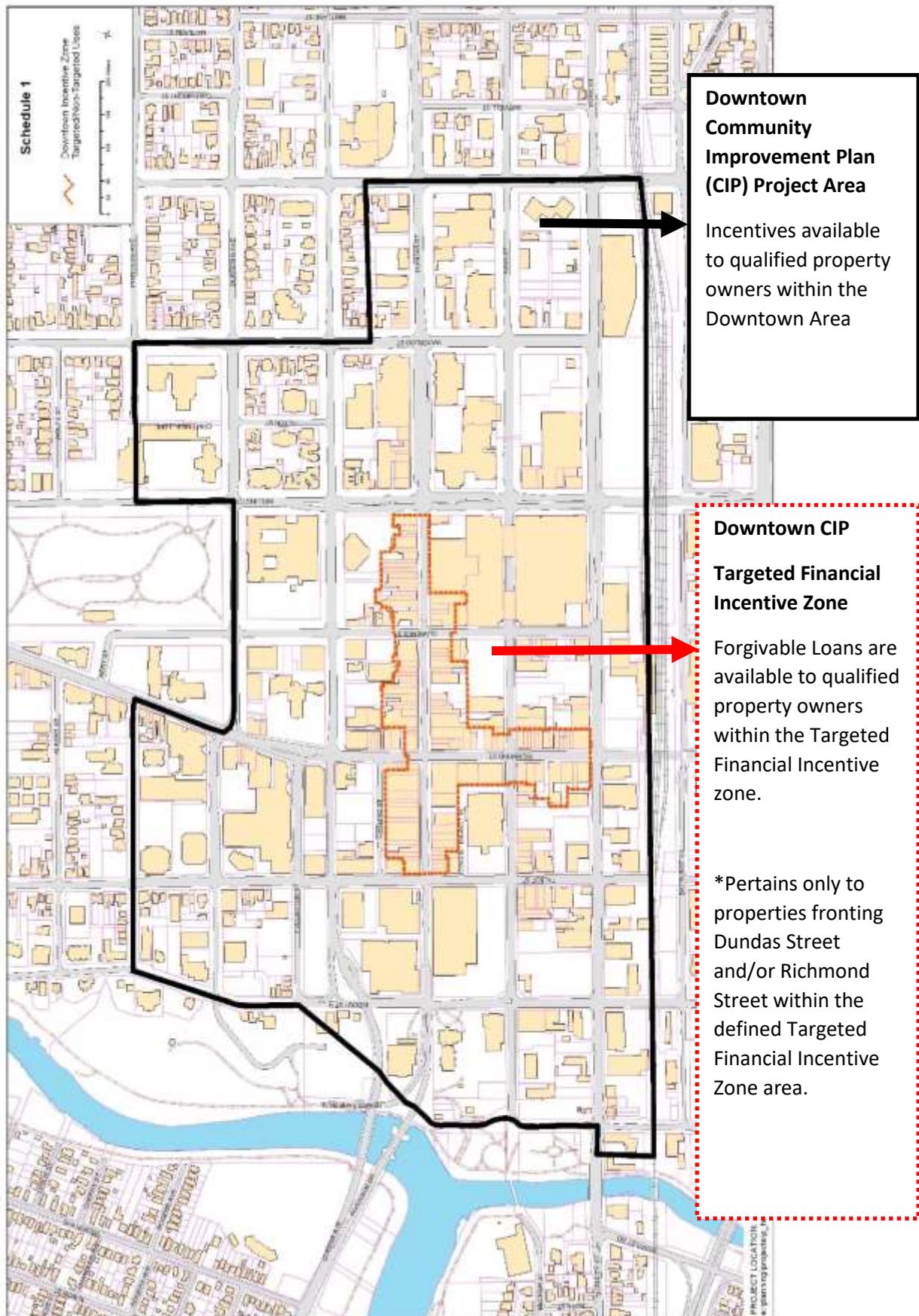
Therefore, the program guidelines are arranged so that information respecting all programs is stated once and details specific to individual programs are outlined in the program specific sections.

Further, the document helps to identify what the responsibility of each stakeholder is in the incentive program process. The initials **PO** indicate the property owner (or agent acting on behalf of the property owner) is responsible for completing that task or action, whereas **CL** indicates that a City of London staff member is responsible.

**PO** – Check Maps 1 and 2 to locate your property in the Downtown Community Improvement Project Area. Depending on where the property is located will determine what financial incentive programs may apply. After verifying the property location on the map(s), check Table 1 to verify what programs may apply. Then proceed to review the rest of the program guidelines or use the Table of Contents to skip directly to a program to learn more about it and its eligibility information.

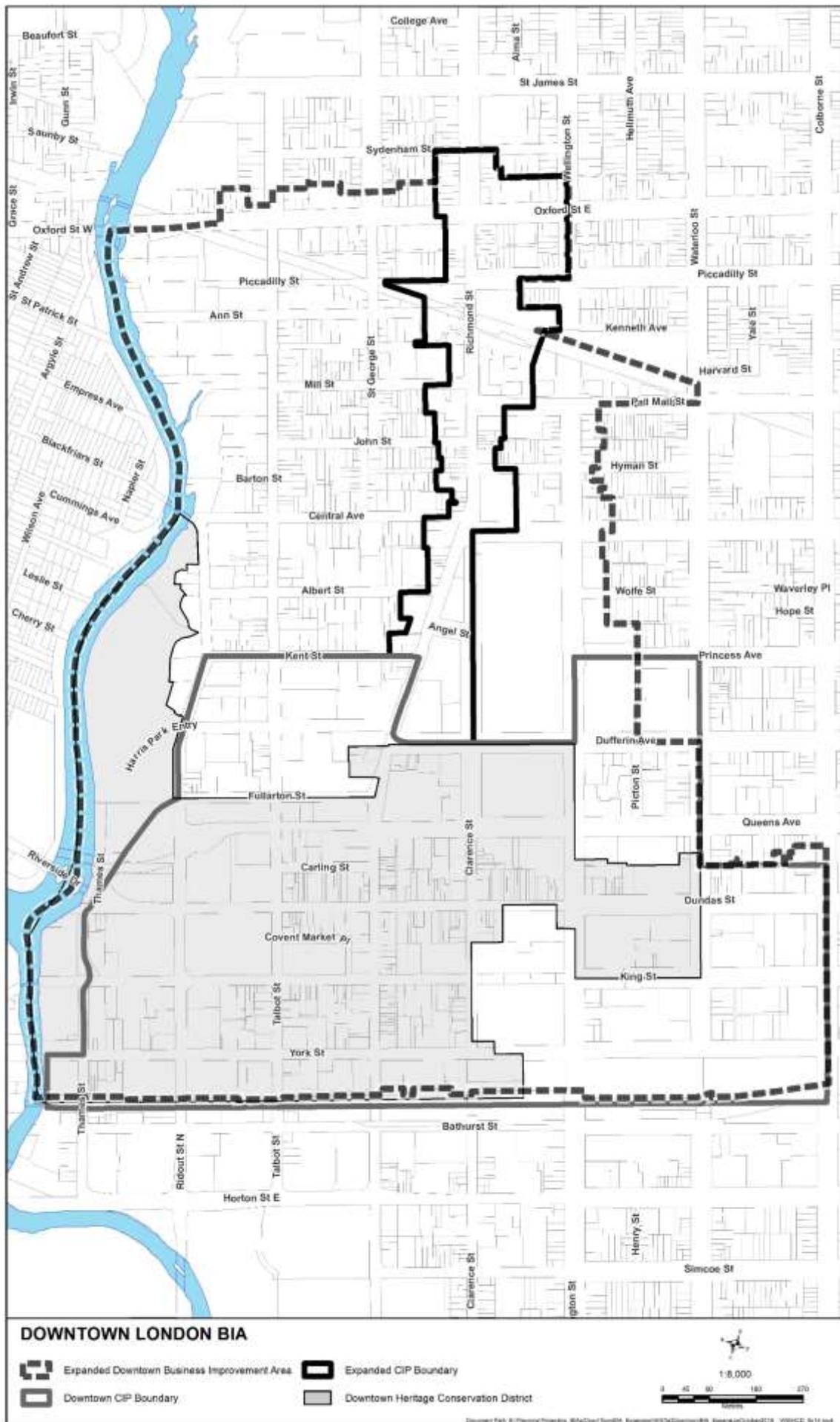
Map 3 is provided to show the various Downtown boundaries including the BIA, Heritage Conservation District (HCD), and the Community Improvement Project Area.

Map 1 – Original Downtown Community Improvement Project Area





Map 3 – Downtown Boundaries (BIA, Heritage Conservation District, and CIP)



**Table 1 – Financial Incentive Programs Offered in Downtown and Richmond Row**

<b>Financial Incentive Program</b>	<b>Original Downtown CIP (see Map 1)</b>	<b>Richmond Row (see Map 2)</b>
Façade Improvement Loan	X	X
Forgivable Façade Improvement Loan	X	
Upgrade to Building Code Loan	X	X
Forgivable Upgrade to Building Code Loan	X	
Rehabilitation and Redevelopment Tax Grant	X	
Residential Development Charges Grant Program	X	

## 1. Definitions

Active Occupancy – The space being used by a business that is open, in operation and serving customers.

Annual Grant Amount – The annual grant is defined as the grant amount that would be given to the applicant in any one year of the ten-year grant period.

- For Tax Grant this means each property owner will be given ten annual grants and the annual grant amount will change over this period depending upon year and grant level;
- For Forgivable Loans this means the amount that would be given each year based on the *Yearly Grant Value* set out in the agreement and *Pro-rated Yearly Grant Percentage* which is based on ground floor occupancy;
- For the Combined Development Charge (DC)/Tax Grant this means the amount that would be given to the applicant in any one year of the grant period. Each property owner will be given annual grants until such time as the value of Residential DCs have been repaid. The annual grant amount may change over the term of the grant period depending upon year and grant level.

Annual Grant Calculation – The annual grant for any single year will be calculated as follows, the *Annual Tax Increment* multiplied by the *Year/Level Factor*.

Annual Tax Increment – The incremental difference between the municipal portion of property taxes that would be paid for a full year before the improvement versus after the improvement. This can also be considered the tax increase that is directly related to the renovation or redevelopment project. This amount is fixed based on the tax rate at the time of pre-improved assessed value.

Annual Tax Increment Calculation – The annual tax increment will be calculated as follows, the annual taxes based on the post-improved assessed value less the annual taxes based on the pre-improved assessed value. This annual tax increment is fixed for the ten-year duration of the grant schedule. Changes to the tax rate, general reassessments or changes in tax legislation will not be considered for the purpose of calculating the annual tax increment.

Example:

Annual tax based on post-improved assessed value	\$100,000
- <u>Annual tax based on pre-improved assessed value</u>	- \$25,000
= <i>Annual Tax Increment</i>	= \$75,000

Approved Works – The materials, labour and/or effort made to improve a property that are determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person who makes a formal application for a financial incentive program offered through the City's Community Improvement Plans. The person may be the owner of the subject property, or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property. If the *Applicant* is not a registered owner of the property subject to the incentive program the *Applicant* will be required to provide authorization in writing from the registered owner as part of a complete application.

Calendar Year – The 12 months of the year commencing January 1 and ending December 31.

Commitment Letter – A document prepared by the City of London outlining its agreement with a property owner, to provide a future financial incentive – loan(s) and/or grant(s) – to a property owner, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of approved works that the property owner will undertake in order to receive the grant or loan.

Complete Application – Includes a completed application form for financial incentive program(s) with the property owner(s) signature and date, which is accompanied by:

- Complete drawings of the works to be undertaken (including a façade drawing for façade projects);
- Itemized list of specific improvements;
- Two (2) comparable quotations by qualified contractors showing cost estimates for each of the proposed works which are required to be included in the incentive program. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost

estimates should be consistent with the estimate noted on the accompanying Building Permit (if required);

- A cover letter that summarizes the work to be completed and summarizes the provided quotations;
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications;
- A copy of the Building Permit (if required);
- A copy of the Heritage Alteration Permit (if required);
- Any other information that may be deemed necessary by the Managing Director of Planning and City Planner, or designate.

**Deferral** – Means the delaying of loan repayments for a specified time period.

**Development Charge** – Means any Development Charge (DC) that may be imposed pursuant to the City of London’s Development Charge By-law under the Development Charges Act, 1997.

**Discrete Building** – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a discrete building, the structure will have a distinct municipal address.

**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** – The storey that has its floor closest to grade and its underside of finished ceiling more than 1 .8m above the average grade.

**Grant Cap** – The maximum amount of money that the City will provide as a grant back to the property owner.

**Maximum Yearly Grant Value** – Grant values are established in the payment schedule which is included in the agreement between the City and the property owner. With respect to the forgivable loans the annual grant equals the yearly loan repayments multiplied by a percentage, to a cap, as shown below:

<b>Program</b>	<b>Loan Amount</b>	<b>Forgivable Loan Portion</b>	<b>Considerations for Yearly Grant</b>
Upgrade to Building Code	\$200,000 maximum	The lesser of a maximum of \$25,000 or 12.5% of the loan is eligible to be paid back in the form of grants over the term of the loan	- Number of payments made in the previous <i>Calendar Year</i>  Number of months the main floor was actively occupied with a targeted use in previous <i>Calendar Year</i>
Façade Improvement	\$50,000 maximum	The lesser of a maximum of \$12,500 or 25% of the loan is eligible to be paid back in the form of grants over the term of the loan	- Number of payments made in the previous <i>Calendar Year</i>  - Number of months the main floor was actively occupied with a targeted use in previous <i>Calendar Year</i>

**Municipal Portion of Property Tax** – For the purposes of the Tax Grant program, property taxes refer only to the municipal portion of the property taxes paid, and does not include such charges/taxes/levies as education, water, sewer, transit or phase-in.

**Non-Targeted Area** – Lands within the Downtown Community Improvement Plan Project Area which are eligible for incentive programs however are not eligible for consideration of Forgivable Loans.

**Non-Targeted Uses** – The use occupying the ground floor of a building which is permitted under the land use zone but not listed as a targeted use. Please refer to Section #2 for a full list of *Targeted* and *Non-Targeted Uses*.

**Post-Improved Assessed Value** – For the purpose of calculating the *Annual Tax Increment*, the *Post-Improved Assessed Value* of the property will be established based on:

- i. Completion of the project as identified by the applicant; and
- ii. Completion of the reassessment of the property by the Municipal Property Assessment Corporation (MPAC) such that the work done at the project completion date (defined in i. above) is recognized. Note: Receiving the *Post-Improved Assessed Value* from MPAC may take one to two years or longer.

Pre-improved Assessed Value – For the purpose of calculating the *Annual Tax Increment*, the pre-improved assessed value of the property will be established as the earlier of the following:

- i. Date of application for building permit;
- ii. Date of application for demolition permit; or
- iii. Date of application for the Rehabilitation and Redevelopment Tax Grant Program.

Future increases in taxes that may be phased in AFTER the *Post-Improved Assessment Date* (as defined above) will not be eligible for grant calculation.

Pro-rated Yearly Grant Percentage – The percentage of months in the *Calendar Year* where the ground floor is actively occupied by a targeted use and can be used in calculating the value of a yearly grant payment on the forgivable portion of a loan.

Rehabilitation Project – For the purpose of the incentive programs shall mean the restoration or reconstruction of buildings, structures or parts thereof to modern building standards without the removal of the building or structure from the lot.

Redevelopment Project – For the purpose of the incentive programs shall mean the development of lands, which are vacant, planned for demolition, in part or in whole, or which will have the building or structure removed from the lot.

Relevant Tax Class Rate – For the purpose of the incentive program means the applicable tax class as of the date of the corresponding grant year.

Road Construction – Means the building, replacing, or improving of the road surface, sidewalk, watermain, sanitary sewer, storm sewer, utility, or similar private or public works that results in at least one lane of the road being closed to vehicular traffic for a minimum of one month.

Targeted Area – Lands within a defined area of the Downtown Community Improvement Plan Project Area which are eligible for incentive programs including consideration of Forgivable Loans (see Map #1).

Targeted Uses – The use occupying the ground floor of a building which is permitted under the land use zone and has a key role in achieving the goals of the City’s Strategic Plan, the Business Improvement Area, the Community Improvement Plan, and any other current or future related plans. Please refer to Section #2 for a full list of *Targeted* and *Non-Targeted Uses*.

Year 1 – The first full calendar year that taxes are paid after the project is completed and reassessed. This becomes the first of the ten years of grant payments.

Yearly Grant Value – Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 25% (for Façade Improvement loan) or 12.5% (for Upgrade to Building Code loan) to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*. Example (Upgrade to Building Code Loan with the ground floor occupied for six months of the *Calendar Year*):

$$\begin{aligned} & \text{Yearly Loan Repayments multiplied by 12.5\% = Maximum Yearly Grant Value} \\ & \$60,000 \times 12.5\% = \$7,500 \end{aligned}$$

$$\begin{aligned} & \text{Maximum Yearly Grant Value multiplied by Pro-rated Yearly Grant Percentage = Yearly Grant Value} \\ & \$7,500 \times 50\% = \$3,750 \end{aligned}$$

Yearly Loan Repayments – The total value of the loan payment made by the applicant to the City in a *Calendar Year*. The loan agreement includes a loan schedule which provides details on the terms of loan including when loan repayment begins as well as the amount of monthly repayments.

Year/Level Factor – The following tables illustrate the *Year/Level Factor* that is used for each of the Tax Grant levels. The appropriate table will be populated based on the *Annual Tax Increment*

Calculation and the Annual Grant Calculation and will be included as part of the Grant Agreement between the property owner and the City of London:

Part IV Heritage Designated		Existing Buildings		Vacant or Cleared Land	
Year	Level 1	Year	Level 2	Year	Level 3
1	100 %	1	70 %	1	60 %
2	100 %	2	70 %	2	60 %
3	100 %	3	60%	3	50 %
4	90 %	4	50%	4	40 %
5	80 %	5	40%	5	30 %
6	70 %	6	30%	6	20 %
7	60 %	7	20%	7	10 %
8	50 %	8	10%	8	10 %
9	40 %	9	10%	9	10 %
10	30 %	10	10%	10	10 %

## 2. List of Targeted & Non-Targeted Uses (Table 2)

Targeted uses as defined for the targeted incentive zone are to encourage:

- Arts and culture;
- Entertainment including cinemas and live theatre (but excluding adult entertainment purposes);
- Restaurants, coffee houses, and cafes;
- Niche/specialty retail uses and anchor/destination-oriented retail uses;
- Support/service to the Downtown residential community;
- Support/service to Downtown employees;
- Tourism-oriented/tourism-servicing uses;
- Alignment with the London Plan.

Permitted Uses within Original Downtown CIPA	Targeted	Non-Targeted
Amusement game establishments	X	
Apartment buildings	X	
Apartment hotels	X	
Art galleries	X	
Artisan Workshop	X	
Assembly halls	X	
Bake shops	X	
Bed and Breakfast Establishment	X	
Brewing on Premises Establishment	X	
Business Service Establishment	X	
Clinics	X	
Commercial parking structures		X
Commercial recreation establishments	X	
Community Centres	X	
Convenience stores		X
Craft Brewery	X	
Day care centres	X	
Dry cleaning and laundry depots	X	
Duplicating shops	X	
Dwelling units (restricted to the rear portion of the ground floor or on the second floor, or above with any or all of the other permitted uses in the front portion of the ground floor)	X	
Emergency care establishments		X
Film processing depots / Photography retail	X	
Financial institutions (excluding cheque cashing)	X	
Food Stores	X	
Funeral homes	X	
Group homes type 2		X
Hotels	X	
Institutions	X	
Laboratories	X	

Laundromats	X	
Libraries	X	
Lodging houses class 2		X
Medical/dental offices and laboratories	X	
Museums	X	
Office-apartment buildings	X	
Offices (above first floor)	X	
Patient testing centre laboratories	X	
Personal service establishments	X	
Pharmacies	X	
Place of Entertainment (excluding adult)	X	
Places of Worship		X
Police Station	X	
Printing establishments	X	
Private clubs	X	
Repair and rental establishments	X	
Restaurants	X	
Restaurants, outdoor patio	X	
Retail stores	X	
Schools (Education)	X	
Senior citizen apartment building	X	
Service and repair establishments	X	
Service trades	X	
Studios	X	
Supermarkets and Grocery Store	X	
Taverns	X	
Theatres and cinemas	X	
Video rental establishments	X	

### 3. Eligibility Criteria for Financial Incentive Programs

***Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Managing Director, Planning and City Planner, or designate.***

To be eligible for any Financial Incentive Program, the applicant, property and project must meet all conditions detailed in this program description.

#### Property Owner Considerations

- The applicant must be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the applicant will be required to provide authorization in writing from the registered owner as part of a complete application;
- All mortgages and charges, including the subject financial incentive(s), must not exceed 90% of the post-rehabilitation appraised value of the property (i.e. the owner must maintain 10% equity in the property post-improvement);
- All City of London realty taxes must be paid in full when the loan and/or grant is issued and remain so for the lifetime of the loan and/or grant;
- The registered owner of the property must have no outstanding debts to the City of London;
- The property owner and/or applicant, must not have ever defaulted on any City loan or grant program, including by way of individual affiliation with any company or group of people authorized to act as a single entity such as a corporation;
- The Financial Incentive Programs will not apply retroactively to work completed prior to the approval of the application by the Managing Director of Planning and City Planner, or designate.

#### Property Considerations

- The property must be located within the Downtown Community Improvement Project Area as defined in the Downtown London Community Improvement Area By-law (see Map #1 and the Richmond Row Map #2);
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the loan or grant is issued;
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the various Community Improvement Plans (for example, applications for an

Upgrade to Building Code Loan, Facade Improvement Loan, and Tax Grant can be made at the same time).

## Building Considerations

- Separate applications must be submitted for each *discrete building* (as defined) on a single property;
- The property must contain an existing buildings (occupied or unoccupied) located within an identified area for improvement under the Downtown CIP (for the Residential Development Charge Grant & Tax Grant Programs, the property may also be vacant);
- Where the entirety of a multi-unit building, which contains separate units, are all under the same ownership, (or with condominium status) it will be considered as one building for the purpose of the incentive programs;
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall (and a distinct municipal address);
- Each *discrete building* on each property is eligible for financial incentive programs;
- Each *discrete building* is eligible for multiple Upgrade to Building Code loans provided the total of all loans do not exceed the maximum amount allowable under the program guidelines (\$200,000), additional Upgrade to Building Code loans may be considered after the previous loan(s) is repaid;
- Each *discrete building* is eligible for multiple Façade Improvement loans provided the total of all loans do not exceed the maximum amount allowable under the program guidelines (\$50,000), additional Façade Improvement loans may be considered after the previous loan(s) is repaid;
- Each property is eligible for a Rehabilitation and Redevelopment Tax Grant;
- Each *discrete building* is eligible to avail simultaneously of multiple incentive programs provided through the various Community Improvement Plans (for example applications for an Upgrade to Building Code Loan, Façade Improvement Loan, and Tax Grant can be made at the same time);
- There must be no City of London Building Division orders or deficiencies and no by-law infractions when the loan or grant is issued.

## 4. Application Process

### Expression of Interest

**PO** – It is suggested to meet with the Downtown London office regarding an expression of interest or proposal before any financial incentive application is made to the City of London. While City Planning staff are often involved in meeting with Downtown London and a property owner, no records are formally kept until a complete incentive application, accompanied by appropriate drawings and estimates, is submitted to City Planning.

***Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Managing Director, Planning and City Planner, or designate.***

### Consultation Phase

**Step 1 – PO** – The Applicant contacts City of London and/or Downtown London Staff who will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvement project. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements the property owner (**PO**) is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted. Discussions with City staff and Downtown London are encouraged early in the conceptual phase to ensure proposed façade improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program criteria. Service London staff are also available to help with clarifying/applying for applicable permits.

### Concept Phase

**Step 2 – PO** – A *Complete Application* (see Definition Section) for incentive programs is submitted to the City of London and/or Downtown London Staff.

For the Tax Grant and Residential Development Charge Grant programs, the applicant must also obtain a building permit and make full payment of Residential Development Charges.

Residential Development Charge Grants are processed by City Planning in conjunction with Development and Compliance Services (Building Division). Application to the Residential Development Charge (DC) Grant program is triggered when the full payment of Residential DCs is made to the Building Division. **PO – After making the DC payment, applicants must contact City Planning to complete the application process.**

**Step 3 – CL** – City of London City Planning staff will review the application for completeness and inform the applicant in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the approved works, related costs, and monetary commitment that the City is making to the project. The letter will also state whether the commitment is for a Forgivable Loan. For the Residential DC Grant the residential DCs must be paid prior to the City's issuance of a *Commitment Letter*. For the Loan Programs, the City's commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted. **PO – Any subsequent changes to the project will require review and approval by appropriate City staff.**

**Step 4 – CL** – City Planning staff may visit the subject property and take photographs, both before and after the subject work is completed. When considering forgivable loans, staff will also confirm that the intended use meets the eligibility requirements of the program.

#### **Construction Phase**

**Step 5 – PO** – Having obtaining all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for approved works the applicant may start to undertake eligible improvements. With respect to the Residential DC Grant there is an additional requirement that the DCs have been paid.

***Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Managing Director, Planning and City Planner, or designate.***

#### **Confirmation Phase**

**Step 6 – PO** – The applicant will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. For Loans the applicant will submit paid receipts (as proof of payment in full). Confirmation that related building permits are closed is also required so that the City may begin drafting an agreement. With respect to Tax Grant and Residential DC Grant, when the project is complete or following the re-assessment of the property, the applicant will notify City Planning, in writing, that the project is complete for the purpose of calculating the *Post-Improved Assessed Value*.

**Step 7 – CL** – Before setting up any agreement City Planning staff must ensure the improvements, as described in the City's *Commitment Letter* are completed and other criteria, as set out in the respective program guidelines, have been met. Generally speaking, this includes:

- Related costs, or bills respecting those approved works are paid in full;
- Related building permits are closed;
- The loan must be in good standing with no arrears owing;
- All City of London property taxes must be paid in full and the account deemed in good standing by the Taxation Division;
- There must be no outstanding debts to the City;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding Building Division orders or deficiencies against the subject property.

**Step 7.i (Grants) – CL** – Upon written notice from the applicant, City Planning will request the City's Finance and Corporate Services Taxation Division to provide a grant schedule that establishes the value of the annual grant over the term of the grant program.

**Step 7.ii (Grants) – CL** – Upon request by City Planning, the Finance and Corporate Services Taxation Division will establish a *Post-Improved Assessed Value*. To do this they will review the assessed value of the property and determine whether this is the final assessment relating to the completion of the renovation or development project. If this is not the final assessment, the Finance and Corporate Services Taxation Division will contact the Municipal Property Assessment Corporation (MPAC) and request that the final assessment be prepared.

**Step 7.iii (Grants) – CL** – The Finance and Corporate Services Taxation Division will prepare and note the annual tax increment for the purpose of calculating the grant schedule. The Finance

and Corporate Services Taxation Division will then prepare a schedule for the first year that the new taxes were levied for the full year.

**Step 7.iv (Grants) – CL** – At the completion of the *Calendar Year*, City Planning staff will ask Finance and Corporate Services Taxation Division staff to confirm that all taxes have been paid for that year and that the tax account is in good standing with a zero balance. Upon receiving confirmation, a grant agreement can be drafted.

#### **Agreement Phase**

**Step 8 (Loans) – CL** – Once the approved works are verified by City Planning, staff will draft the loan agreement.

**Step 8 (Grants) – CL** – Once the eligible works are verified and the grant schedule is complete, City Planning staff will draft the grant agreement and provide a draft copy of the grant agreement to the applicant for review.

**Step 9 (Loans) – CL** – City Planning staff will request a cheque, and the Document General to place a lien on the property in the amount of the loan is prepared.

**Step 9 (Grants) – CL** – After the applicant has approved the grant agreement City Planning staff can prepare two hard copies of the agreement to be signed.

**Step 10 – CL** – When all the documentation is ready City Planning staff will contact the applicant to arrange for a meeting to sign the documents (and in the case of a loan, exchange a loan cheque for the first 12 post-dated repayment cheques provided by the property owner or applicant (**PO**)).

Full loan repayment can be made at any time without penalty. **PO** – To make a full or partial repayment above the standard monthly payment, please contact City Planning or Accounts Receivable.

**Step 11** – City Planning staff will have two original copies of the agreement available for signing. One original signed copy is kept by the applicant and one is retained by the City.

**PO** – Please note that loan cheque distribution cannot occur in December due to financial year-end. Instead all loan cheques requested in the Agreement phase in December will be processed in January.

## **5. Financial Incentive Approval**

Once all eligibility criteria and conditions are met, and provided that funds are available in the supporting Reserve Fund, the Managing Director, Planning and City Planner or designate will approve the incentive application. Approval by means of a letter to the applicant will represent a commitment by the City of London. Loan commitments will be valid for one year and will expire if the work is not completed within that time period. The Managing Director, Planning and City Planner may, at his/her discretion, provide a written time extension of up to one year. **PO – It is important to note that the consideration of such an extension will require a written request from the applicant detailing the reasons the extension is being sought.**

## **6. Additional Rehabilitation and Demolition**

Additional work to the interior of the building can be undertaken without City Planning approval subject to obtaining a building and/or heritage alteration permit, when required. The loan programs do not impose any specific restrictions on demolition except that any outstanding loan amount must be repaid to the City prior to the issuance of a demolition permit.

## **7. Inspection of Completed Works**

The loan will be paid to the property owner (or designate) following City receipt of invoices for all completed work and after the City inspection of all completed improvements has taken place. The City will inspect the work completed to verify that the proposed improvements have been completed as described in the application.

## **8. Incentive Application Refusal and Appeal**

If an application is refused, the applicant may, in writing, appeal the decision of the Managing Director, Planning and City Planner to the City Clerk's Office who will provide direction to have the matter heard before Municipal Council through the Planning and Environment Committee.



## 9. Relationship to other Financial Incentive Programs

It is intended that the Loan and Grant Programs will complement other incentive programs offered by the City of London. Property owners may also qualify for financial assistance under those programs specifically detailed within the program guidelines. However, the funding from these programs cannot be used to subsidize the property owner's share of the total cost of the loan programs property improvements.

**PO** – Applicants are advised to check with Downtown London about its proprietary programs which complement the City's financial incentive programs.

## 10. Loan Repayment Deferral Due to Road Construction

In the event of a *road construction* project in the Downtown community improvement project areas, an applicant's loan repayments can be deferred for the duration of the *road construction* project.

City Planning staff will review the Community Improvement Area construction schedule annually to determine what streets will be under construction in the upcoming years. City Planning staff will also collect Notice of Project and Construction Notice letters that are mailed to property owners to inform them of upcoming construction projects.

City Planning staff will compile a list of properties with loans in the *road construction* project area. Only properties that are directly adjacent (front or side property line) to the *road construction* project area will be eligible for the deferral of loan repayments. The Managing Director, Planning and City Planner, or designate will be the approval authority for any disagreements regarding the eligibility of an applicant to defer their loan(s) repayments.

A letter with an accompanying form will be mailed and/or emailed (if available) to each eligible loan applicant to ask if they wish to defer the repayment of their loan(s) during the scheduled *road construction* period. The scheduled *road construction* period and duration of the *deferral* will be determined by City Planning staff by reviewing the project timeline on the Construction Notice letter and by coordinating with the City Project Manager of a *road construction* project.

The duration of the *deferral* will be set at the onset of the *road construction* project. If a project is delayed or extends beyond the anticipated deadline, the *deferral* will not be extended. As a result, the *deferral* will be at least one month longer than the anticipated length of the *road construction* project. For example, if *road construction* is anticipated to conclude in November, the *deferral* will be set to expire at the end of December.

If an applicant wishes to defer the repayment of their loan, they must complete and return the form to City Planning staff that indicates they agree to the *deferral* and sets out the revised loan repayment schedule.

An applicant may choose not to defer their loan repayment. An applicant can opt out of the *deferral* by not returning the form by the stated deadline. In this instance, repayment of the loan will continue as outlined in the loan agreement.

Upon receiving confirmation that an applicant wishes to defer repayment of their loan(s), City Planning staff will:

- Process the returned forms for the applicant's seeking deferral;
- Complete supporting documentation to send to Accounts Receivable. This documentation will allow Accounts Receivable to update its records regarding the loan repayment schedule and allow Accounts Receivable to remove any post-dated cheques that may be in its possession for repayment during the *deferral* period. Cheques will be return to the applicant or destroyed;
- Accounts Receivable will contact the loan applicant when new post-dated cheques are required to restart the loan repayment after the *deferral* period ends.

If an applicant fails to provide new post-dated cheques to Accounts Receivable after the *deferral* is finished, they will be in jeopardy of defaulting on the loan(s).

In the event that a *road construction* project is cancelled, the *deferral* of the loan repayment will also be cancelled and an applicant will be required to re-submit any post-dated cheques that were removed.



## 11. Monitoring & Discontinuation of Programs

As part of the program administration City Planning staff will monitor all of the financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease to issue any new commitments. Each program is monitored to ensure it implements the goals and objectives of the Community Improvement Plan within which the program applies. The City may discontinue the Financial Incentive Programs at any time; however, any existing loan or grant will continue in accordance with the agreement. A program's success in implementing a Community Improvement Plan's goals will be based on the ongoing monitoring and measurement of a series of identified targets that represent indicators of the CIP's goals and objectives, as noted in the Program Monitoring Data section.

## 12. Program Monitoring Data

The following information will be collected and serve as indicators to monitor the financial incentive programs offered through the Downtown Community Improvement Plan. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the CIP have been met.

<p style="text-align: center;"><b>Façade Improvement Loan Program Monitoring</b></p>	<ul style="list-style-type: none"> <li>- Number of Applications (approved and denied);</li> <li>- Approved value of the loan and the total construction cost (i.e. total public investment and private investment);</li> <li>- Pre-Assessment Value;</li> <li>- Total Value of Building Permit (if required);</li> <li>- Location of façade being improved (Front, Non-Street Front);</li> <li>- Post-Assessment Value;</li> <li>- Use Type (Targeted or Non-Targeted);</li> <li>- Increase in assessed value of participating property;</li> <li>- Total Loan Amount;</li> <li>- Number of forgivable loans;</li> <li>- Number of loan defaults;</li> <li>- Cost/Value of loan defaults.</li> </ul>
<p style="text-align: center;"><b>Upgrade to Building Code Loan Program Monitoring</b></p>	<ul style="list-style-type: none"> <li>- Number of Applications (approved and denied);</li> <li>- Approved value of the loan and the total construction cost (i.e. total public investment and private investment);</li> <li>- Pre-Assessment Value;</li> <li>- Total Value of Building Permit;</li> <li>- Post-Assessment Value;</li> <li>- Use Type (Targeted or Non-Targeted);</li> <li>- Increase in assessed value of participating property;</li> <li>- Total Loan Amount;</li> <li>- Number of forgivable loans;</li> <li>- Number of loan defaults;</li> <li>- Cost/Value of loan defaults.</li> </ul>
<p style="text-align: center;"><b>Tax Grant Program Monitoring</b></p>	<ul style="list-style-type: none"> <li>- Number of Applications (approved and denied);</li> <li>- Pre-Assessment Value;</li> <li>- Total Value of Building Permit;</li> <li>- Level of Grant (Type 1, Type 2 or Type 3);</li> <li>- Post-Assessment Value;</li> <li>- Use Type (Targeted or Non-Targeted);</li> <li>- Number of residential units created;</li> <li>- Increase in assessed value of participating property;</li> <li>- Total Grant Amount;</li> <li>- Number of grant defaults;</li> <li>- Cost/Value of grant defaults.</li> </ul>

<b>Development Charge Program Monitoring</b>	<ul style="list-style-type: none"> <li>- Number of Applications (approved and denied);</li> <li>- Pre-Assessment Value;</li> <li>- Total Value of Building Permit;</li> <li>- Number of residential units created;</li> <li>- Post-Assessment Value;</li> <li>- Type (Targeted or Non-Targeted Industrial) Use;</li> <li>- Increase in assessed value of participating property;</li> <li>- Total Grant Amount;</li> <li>- Number of grant defaults;</li> <li>- Cost/Value of grant defaults.</li> </ul>
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### 13. Activity Monitoring Reports

Annual Activity Reports will measure the following variables and be used to help complete the biennial State of the Downtown Report:

- Number of applications by type;
- Increase in assessment value of properties;
- Value of the tax increment (i.e. increase in property tax after the construction activity);
- Value of construction and building permits issued;
- Number of units created (by type, ownership/rental);
- Number and value of incentive program defaults;
- Ground floor occupancy rates within the CIP area where the program(s) is in effect.

**COMMON PROGRAM INFORMATION SECTION ENDS HERE**

**INDIVIDUAL PROGRAM INFORMATION BEGINS NOW**

### 14. Façade Improvement Loan Program

#### **Façade Improvement Loan Program – Purpose**

The Façade Improvement Loan Program is intended to assist property owners in identified community improvement project areas with façade improvements and to bring participating buildings and properties within the identified community improvement areas into conformity with the City of London Property Standards By-law. Through this program, the City provides a no interest 10-year loan. Loans will be issued to cover 50% of the cost of the eligible works to a maximum of \$50,000. In some locations (see the targeted incentive zone on Map 1 for specific locations) a portion of these loans may be partially forgivable in the form of a grant from the City.

#### **Façade Improvement Program – Objectives**

The overarching goals of this Program are to:

- Support the maintenance, improvement and beautification of the exterior appearance of buildings in downtown London;
- Encourage reinvestment in downtown London that complies with the Downtown Heritage Conservation District and other design guidelines;
- Help make the downtown environment interesting and aesthetically pleasing for residents, patrons and visitors alike;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law.

#### **Façade Improvement Program – Eligible Works**

Eligible works that will be financed through this program include improvements that are demonstrated to enhance the appearance of building exteriors while meeting the Heritage Conservation District Plan as well as applicable Urban Design Guidelines. Examples of works that may be eligible under this program include:

- Exterior street front renovations compliant with the Downtown Heritage Conservation District Plan;
- Exterior street front renovations compliant with Downtown Design Study Guidelines (1991);
- Portions of non-street front buildings, visible from adjacent streets. Non-street front visible portions may only be eligible for funding after the street front façade has been improved or street front improvements have been deemed unnecessary by the Managing Director, Planning and City Planner, or designate;

- Awnings that are affixed to the exterior street front of a building which are used to keep the sun or rain off a storefront, window, doorway, or sidewalk, and/or to provide signage for a commercial tenant;
- Business name signage that is affixed to the exterior street front of a building;
- Decorative lighting which is affixed to the exterior street front of a building that is ornamental and installed for aesthetic effect;
- Eaves troughs, rain gutters, soffits, fascia, bargeboard, and other materials that direct rain water;
- Doors, windows and their finished framing;
- Professional fees for the preparation of drawings and technical specifications required for eligible works (limited to the lesser of a maximum of \$5,000 or 10% of the loan).

**Note:** A Heritage Alteration Permit is required for all works in the Downtown Heritage Conservation District including signage.

### **Façade Improvement Program – Works Not Eligible**

The following list provides examples of materials that are not eligible to be financed through this program:

- New stucco building materials;
- Back lit signs;
- Vinyl windows;
- Metal siding with faux-wood grain or similar products;
- Stacked stone veneer or similar products;
- Any other materials that at the discretion of the Managing Director, Planning, and City Planner, or designate, are deemed ineligible, inauthentic, or inconsistent with the Downtown Heritage Conservation District.

### **Façade Improvement Program – Loan Terms**

A complete application must be received and a City *Commitment Letter* issued before any work can commence.

### **Period**

The loan will be interest free and will be amortized over a 10-year period.

### **Loan Amount**

Loans will be issued to cover the lesser of:

- 50% of the cost of the eligible works per building;
- A maximum of \$50,000 per building.

While more than one *discrete building* on a single property may be eligible for a loan, loans will not exceed 50% of the cost of the eligible works that related to each *discrete building*.

More than one loan may be issued for each *discrete building* on each property, but the sum of these loans must not exceed the maximum loan amount of \$50,000 per *discrete building*.

### **Determination of Eligible Non-Street Front Façade Improvements**

The Managing Director, Planning and City Planner or designate will decide when this program can be applied to a building façade that is not street facing. Typically this consideration is made when the street-front façade is deemed to be in compliance with the Downtown Heritage Conservation District Plan, Downtown Design Study Guidelines (1991), as well as Building and Fire Codes.

### **Determination of Façade Improvements where there are Two Street Frontages**

If a building has both the front and rear façade facing a municipal street (not a private street or a laneway), then the building is eligible for a Façade Improvement Loan for each unique street fronting façade. Further, if a building is on a corner property where two or more façades face a municipal street (not a private street or laneway), then the building is eligible for two or more Façade Improvement Loans. All façade designs must be in compliance with the Downtown Heritage Conservation District Plan, Downtown Design Study Guidelines (1991), as well as Building and Fire Codes, to be eligible for loans.

### **Loan Distribution**

The City will provide the applicant with one cheque in the full amount of the approved loan after: (1) the City has completed its due diligence to ensure the applicant and property remain eligible for the loan, (2) the Loan Agreement has been signed, and (3) the first 12 months of post-dated

cheques (to be used for the first year repayment of the loan) are received. City of London Accounts Receivable staff will contact the applicant annually to request a supply of cheques in subsequent years. **PO** – The applicant will notify the City about any changes to their banking arrangements and replace cheques as appropriate over the term of the loan. **The City will not provide partial loan amounts or progress payments.**

### **Loan Security and Postponement**

Loans will be secured through the registration of a lien placed on property title for the total amount of the loan. Liens will be noted on the tax roll and will be registered and discharged by the City. The Managing Director, Planning and City Planner or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the loan in circumstances where any of the registered mortgages are being replaced, consolidated or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property.

### **Loan Agreement**

Participating property owners in the financial incentive programs shall be required to enter into a loan agreement with the City. This agreement shall specify such items as (but not limited to) the loan amount, the duration of the loan, and the owner's obligation to repay the City for any monies received if the property is demolished before the loan period elapses. The agreement shall include the terms and conditions included in the program guidelines.

### **Repayment Provisions**

Loan repayments will begin six months after the advancement of funds, unless the repayment will begin during a *road construction* project; in that instance, the applicant can decide if the loan repayment will begin six months after the advancement of funds or after the *road construction* deferral period as determined in the Loan Repayment Deferral Due to Road Construction section has concluded. Repayment of the loan will be on a monthly basis and does not include interest. The monthly payment amount will be calculated based on the total loan amount divided by **114 payments**. Full repayment can be made at any time without penalty.

### **Transferable Loans**

At the discretion of the City, loans may be transferable to a new property owner providing that the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan. The new owner must enter into a new loan agreement with the City for the outstanding loan value at the time of purchase. Otherwise, where the ownership is transferred the outstanding balance of the loan shall immediately become due and payable by the selling property owner.

### **Façade Improvement Program – Forgivable Loan – Grant Terms**

Subject to the eligibility criteria detailed in the program guidelines, forgivable loans are set up to grant a percentage of the annual loan repayment back to the applicant over a 10-year period.

### **Forgivable Grant Amount**

Where applicable, and if confirmed in the City's *Commitment Letter*, a portion of the Façade Improvement loan may be forgivable and paid back to the applicant in the form of a grant to cover the lesser of:

- A maximum of \$12,500; or
- 25% of the loan amount.

### **Annual Grant Value**

Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 25% to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

For example:

\$50,000 Façade Improvement Loan  
 $Yearly\ Loan\ Repayments = \$50,000 / 114\ payments = \$438.60 / month \times 12\ monthly\ payments = \$5,263.20$

$Maximum\ Yearly\ Grant\ Value = \$5,263.20 \times 25\% = \$1,315.80$

$Maximum\ Yearly\ Grant\ Value\ multiplied\ by\ Pro-rated\ Yearly\ Grant\ Percentage = Yearly\ Grant\ Value$

\$1,315.80 x 50% (assumes ground floor was only occupied for 50% of the *Calendar Year*) = \$657.90.

The grant value may differ from year to year based on targeted use occupancy. Grant amounts will be monitored to ensure the maximum Forgivable Grant Amount is not exceeded.

#### **Grant Disbursement**

**PO** – The disbursement of the grant requires action by the applicant. During the first quarter of the *Calendar Year* the City will send out an acknowledgment letter requesting that the applicant verify the number of actual months in which a targeted or non-targeted use actively occupied the ground floor of the building for the previous *Calendar Year*.

**PO** – To be eligible to receive the annual grant, the applicant must meet all conditions detailed in the program guidelines including:

- The loan must be in good standing with no arrears owing;
- All City of London realty taxes must be paid in full and the account deemed in good standing by the Taxation Division;
- There must be no outstanding debts to the City of London;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding City of London Building Division orders or deficiencies against the subject property;
- The acknowledgement letter is completed by the applicant and returned to City of London City Planning.

Having confirmed that the applicant has met all conditions of the program guidelines, the annual grant can be disbursed. *Providing misleading information can result in the default of the balance of the loan and the forfeiture of the ongoing grant.*

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## **15. Upgrade to Building Code Loan Program**

### **Upgrade to Building Code Loan Program – Purpose**

The Upgrade to Building Code Loan Program is intended to assist property owners with the financing of building improvements that are often necessary to ensure older buildings comply with current Building Code Requirements. The costs associated with these improvements frequently pose a major issue for building owners wanting to upgrade their properties. This issue is amplified in the Downtown where much of the building stock is older and needs major rehabilitation. Through this program, the City provides a no interest 10-year loan for an eligible property. Loans will be issued to cover 50% of the cost of the eligible works to a maximum of \$200,000. In some locations (see the targeted incentive zone map for specific locations) a portion of these loans may be partially forgivable in the form of a grant from the City.

### **Upgrade to Building Code Loan Program – Objectives**

The overarching goals of this Program are to:

- Support the maintenance, improvement, beautification, and viability of the historic building stock in downtown London;
- Encourage the development of residential units in older buildings through conversion and adaptive re-use;
- Support the development of distinctive, interesting and attractive commercial spaces in existing buildings to assist in the regeneration of Downtown London;
- Help ensure that buildings are safe for residents, patrons, and visitors alike by meeting Ontario Building Code and Fire Code regulations;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law.

### **Upgrade to Building Code Loan Program – Eligible Works**

Eligible works that will be financed through this program include improvements that are demonstrated to be necessary to meet Building and Fire Code requirements, address one or more health and safety issues, and accessibility and/or environmental sustainability issues. Examples of works that may be eligible under this program include:

- The installation or alteration of fire protection systems such as sprinklers, stand pipes, fire alarms, emergency power, lighting, and exit signs;
- Installation or alteration of fire separations, fire doors, fire shutters and other fire protection devices;

- The relocation of fire escapes and the installation of new exit facilities;
- The extension of plumbing and electrical services for the creation of habitable space;
- The replacement of plumbing, electrical, and mechanical systems that no longer meet Building Code requirements;
- The construction or alteration of stairs, guards, handrails, etc.;
- The reinforcement or reconstruction of floors, walls, ceilings or roofs;
- The installation or alteration of required window openings to residential spaces;
- Required improvements to ventilation systems;
- Improvements for barrier-free accessibility including elevators, ramps, and washrooms;
- Improvements for green, or sustainable developments such as living walls and green roofs;
- Improvement to basements, or other such spaces that can be occupied and are located below the first storey;
- Asbestos abatement, including the removal, enclosure and/or encapsulating to prevent building occupant from being exposed to the fibers;
- Renovations required to remove moulds (or other materials caused by water-damage from interior building materials), replace affected materials and install vapour barriers;
- Professional fees for the preparation of drawings and technical specifications required for eligible works (limited to the lesser of a maximum of \$5,000 or 10% of the loan);
- Other improvements related to health and safety issues at the discretion of the Managing Director of Planning and City Planner or designate.

### **Upgrade to Building Code Loan Program – Loan Terms**

#### **Period**

The loan will be interest free and will be amortized over a 10 year period.

#### **Loan Amount**

Loans will be issued to cover the lesser of:

- 50% of the cost of the eligible works per buildings; or
- A maximum of \$200,000 per building.

While more than one *discrete building* on a single property may be eligible for a loan, loans will not exceed 50% of the cost of the eligible works that relate to each *discrete building*.

More than one loan may be issued for each *discrete building* on each property, but the sum of these loans must not exceed the maximum loan amount of \$200,000 per *discrete building*.

#### **Loan Distribution**

The City will provide the applicant with one cheque in the full amount of the approved loan after: (1) the City has completed its due diligence to ensure the applicant and property remain eligible for the loan, (2) the Loan Agreement has been signed, and (3) the first 12 months of post-dated cheques (to be used for the first year repayment of the loan) are received. City of London Accounts Receivable staff will contact the applicant annually to request a supply of cheques in subsequent years. **PO** – The applicant will notify the City about any changes to their banking arrangements and replace cheques as appropriate over the term of the loan. **The City will not provide partial loan amounts or progress payments.**

#### **Loan Security and Postponement**

Loans will be secured through the registration of a lien placed on title for the total amount of the loan. Liens will be noted on the tax roll and will be registered and discharged by the City. The Managing Director, Planning and City Planner or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the loan in circumstances where any of the registered mortgages are being replaced, consolidated or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property.

#### **Loan Agreement**

Participating property owners in the financial incentive programs shall be required to enter into a loan agreement with the City. This agreement shall specify such items as (but not limited to) the loan amount, the duration of the loan, and the owner's obligation to repay the City for any monies received if the property is demolished before the loan period elapses. The agreement shall include the terms and conditions included in the program guidelines.

#### **Repayment Provisions**

Loan repayments will begin six months after the advancement of funds, unless the repayment will begin during a *road construction* project; in that instance, the applicant can decide if the loan repayment will begin six months after the advancement of funds or after the *road construction* deferral period as determined in the Loan Repayment Deferral Due to Road Construction section has concluded. Repayment of the loan will be on a monthly basis and does not include interest. The monthly payment amount will be calculated based on the total loan amount divided by **114 payments**. Full repayment can be made at any time without penalty.

### **Transferable Loans**

At the discretion of the City, loans may be transferable to a new property owner providing that the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan. The new owner must enter into a new loan agreement with the City for the outstanding loan value at the time of purchase. Otherwise, where the ownership is transferred the outstanding balance of the loan shall immediately become due and payable by the selling property owner.

### **Upgrade to Building Code Loan Program – Forgivable Loan – Grant Terms**

Subject to the eligibility criteria detailed in the program guidelines, Forgivable Loans are set up to grant a percentage of the annual loan repayments back to the applicant over a 10-year period.

### **Forgivable Grant Amount**

Where applicable, and if confirmed in the City's *Commitment Letter*, a portion of the Upgrade to Building Code loan may be forgivable and paid back to the applicant in the form of a grant to cover the lesser of:

- Maximum of \$25,000; or
- 12.5% of the loan amount.

### **Annual Grant Value**

Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 12.5% to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

For example:

\$150,000 Upgrade to Building Code Loan  
 $Yearly\ Loan\ Repayments = \$150,000 / 114\ payments = \$1,315.79 / month \times 12\ monthly\ payments = \$15,789.48$

$Maximum\ Yearly\ Grant\ Value = \$15,789.48 \times 12.5\% = \$1,973.69$

$Maximum\ Yearly\ Grant\ Value\ multiplied\ by\ Pro-rated\ Yearly\ Grant\ Percentage = Yearly\ Grant\ Value$

$\$1,973.69 \times 100\%$  (assumes ground floor was occupied for the entire *Calendar Year*) = \$1,973.69.

The grant value may differ from year to year based on targeted use occupancy. Grant amounts will be monitored to ensure the maximum Forgivable Grant Amount is not exceeded.

### **Grant Disbursement**

**PO** – The disbursement of the grant requires action by the applicant. During the first quarter of the calendar year the City will send out an acknowledgment letter requesting that the applicant verify the actual number of months in which a targeted or non-targeted use actively occupied the ground floor of the building for the previous *Calendar Year*.

**PO** – To be eligible to receive the annual grant, the applicant must meet all conditions detailed in the program guidelines including:

- The loan must be in good standing with no arrears owing;
- All City of London realty taxes must be paid in full and the account deemed in good standing by the Taxation Division;
- There must be no outstanding debts to the City of London;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding City of London Building Division orders or deficiencies against the subject property;
- The acknowledgement letter is completed by the applicant and returned to City of London City Planning.

Having confirmed that the applicant has met all conditions of the program guidelines, the annual grant can be disbursed. *Providing misleading information can result in the default of the balance of the loan and the forfeiture of the ongoing grant.*

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## 16. Rehabilitation and Redevelopment Tax Grant Program (“Tax Grant”)

**\*This program is only available in the Original Downtown Community Improvement Project Area\***

### **Tax Grant Program – Purpose**

The Tax Grant is intended to provide economic incentive for the rehabilitation and/or redevelopment of residential and commercial properties in the Original Downtown Community Improvement Project Area. Properties in the Expanded Richmond Row Community Improvement Project Area are not eligible. The program helps property owners transition to a higher tax assessment as a result of property improvements. Through this program, the City provides a ten-year tax grant for an eligible property, with annual grant amounts declining over this ten-year period. The total grant value is based on the increase in municipal taxes resulting from the rehabilitation and/or redevelopment of the property according to the MPAC assessment.

### **Tax Grant Program – Objectives**

The overarching goals of the Tax Grant are to:

- Grow our economy through investing in London’s downtown as the heart of our city;
- Stimulate and assist private property owners to rehabilitate buildings in the Downtown to ensure long term viability;
- Encourage preservation of significant heritage resources;
- Foster a diverse and resilient economy.

### **Tax Grant Program – Eligible Works**

Eligible works that will be financed through this program include:

- Construction, erection, or placing of one or more buildings or structures on land that has the effect of increasing municipal property taxes;
- Additions or alterations to a building or structure that has the effect of increasing municipal property taxes;
- Other improvements related to health and safety issues at the discretion of the Managing Director of Planning and City Planner, or designate, that have the effect of increasing municipal property taxes.

### **Tax Grant Program – Additional General Eligibility Criteria and Conditions**

- All applicable property taxes owing for each year must be fully paid prior to the disbursement of any annual grant amount under this program. If property taxes are owing on a property for more than one full year, the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant;
- The City is not responsible for any costs incurred by an applicant in relation to the Grant program, including without limitation, costs incurred in application of a grant;
- Notwithstanding any other calculations relating to the grant amount, the City will not pay an annual grant which is greater than the municipal portion of the property tax collected for a property in any one year (i.e. if a general reassessment substantially reduces annual property taxes on a property, the annual grant amount will be capped at the municipal portion of the property tax collected for that property in any one year);
- The annual grant is based upon changes in property taxes as a result of construction and improvement to the property, and is not based upon occupancy or changes in occupancy;
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved;
- The amount of the grants provided for a property over the life of this program will not exceed the value of the work done that resulted in the increased level of municipal tax assessment. For this reason the amount of grants may be monitored in relation to the total value of work done and the grants will cease if they equal the value of the work done;
- The applicant will be responsible for ensuring that they can be contacted by the City for the purpose of delivering grant cheques. If applicants cannot be reached over a protracted period (greater than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant. **PO** – The property owner will notify the City if mail or email address changes throughout the term of the Tax Grant program.
- In instances where a participating Level 1, Level 2, or Level 3 Grant property has undergone a tax reclassification during the period of an executed grant agreement, the municipality reserves the right to recalculate the grant schedule to reflect the new tax class of the participating property. Should it be determined that the grant agreement and grant

schedule is no longer appropriate because it results in grants not reflecting the new tax class, the value of the taxes received and the value of grants provided, the municipality reserves the right to amend the current agreement and establish a new grant schedule and grant agreement for the balance of the grant period. This amended grant agreement and grant schedule may be pro-rated to reflect the date of reclassification;

- Tax increases that result from a general reassessment, a change in tax legislation or an increase in the mill rate will not be considered for the purposes of calculating the grant. The annual tax increment will be held constant over the ten-year grant period (i.e. changes in mill rate or phased in assessment increases after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment;
- If buildings are to be demolished in order to clear the site for redevelopment, a demolition permit must be obtained prior to any demolition work. Failure to obtain a demolition permit will result in the application being ineligible for this program;
- In instances where a participating Level 1 or Level 2 Grant property is demolished in whole before the grant period elapses the grant shall become forfeit and is to be repaid to the City no later than 30 days after the demolition has occurred;
- For participating Level 1, Level 2, or Level 3 Grant properties, demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for grant repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City and a demolition permit is obtained.

### **Eligibility for Level 1: Grants for Rehabilitation of Heritage Designated Properties**

Grant Level 1 of the Tax Grant program applies to properties that are individually designated under Part IV of the *Ontario Heritage Act* and where the buildings or structures are rehabilitated or renovated in such a way that would not compromise the reasons for designation. The eligibility requirements for this program level are:

- The property shall be designated under Part IV of the *Ontario Heritage Act* (in other words, is not just listed in the Inventory of Heritage Resources);
- The property shall be rehabilitated/renovated such that it will not compromise the reasons for designation;
- A Heritage Alteration Permit shall be required prior to undertaking any work on a designated property;
- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

### **Eligibility for Level 2: Rehabilitation / Renovation Grants**

This level of the Tax Grant program applies to existing buildings that are rehabilitated or renovated to ensure longer-term viability. The purpose of this grant level is to further encourage finer-grained, small-scale revitalization projects. The eligibility requirements for this program level are:

- Property shall contain an existing building;
- For properties listed as Priority 1, 2 or 3 in the City of London's "Inventory of Heritage Resources" a Heritage Planner will be consulted to assess works to be undertaken;
- The property shall be rehabilitated/renovated such that it will be consistent with Council-approved Guidelines;
- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

### **Eligibility for Level 3: Redevelopment Grants**

This level of the Tax Grant program applies to new buildings that are developed on vacant or cleared sites. The purpose of this level is to encourage the rehabilitation of vacant or under-utilized sites. The eligibility requirements for this level of the program are:

- The property shall be redeveloped, such that the design of the new structure is consistent with Council-approved Guidelines;
- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

## **Tax Grant Program – Grant Terms**

### **Period**

Grants will be paid over a ten-year period, with Year 1 being the first full calendar year that taxes are paid after the project is completed and reassessed. For example, where a project is completed

and the property is reassessed on February 28, 2017 the grant recipient will receive a Year 1 grant at the end of 2018 (after a full year of taxes are paid at the new rate in 2018). However, where the total value of the grant is less than or equal to one thousand dollars (\$1,000), a one-time lump sum payment of the total grant amount as detailed in the grant agreement will be issued.

**Calculation of Annual Tax Increment**

See Definitions.

**Grant Amount**

The amount of the grant will vary from project to project and will decline over the course of the 10-year payback period. The grant will be based on the increase in the municipal portion of property taxes that is directly related to the eligible project (in other words, the tax increase that results from the improvements to the property) and the assigned *Year/Level Factor*, as shown below:

Part IV Heritage Designated		Existing Buildings		Vacant or Cleared Land	
Year	Level 1	Year	Level 2	Year	Level 3
1	100 %	1	70 %	1	60 %
2	100 %	2	70 %	2	60 %
3	100 %	3	60%	3	50 %
4	90 %	4	50%	4	40 %
5	80 %	5	40%	5	30 %
6	70 %	6	30%	6	20 %
7	60 %	7	20%	7	10 %
8	50 %	8	10%	8	10 %
9	40 %	9	10%	9	10 %
10	30 %	10	10%	10	10 %

**PO** – Please note that the reassessment could take one to two years or longer. It is the property owner’s responsibility to notify City Planning about an increase in property assessment related to the improvement project in order to activate the grant program.

**Grant Agreement**

Participating property owners in the Tax Grant program shall be required to enter into a grant agreement with the City. This agreement shall specify such items as (but not limited to) the applicable grant level, the duration of the grant, and the owner's obligation to repay the City for any grants received if the property is demolished before the grant period elapses. The agreement shall include the terms and conditions included in the program guidelines.

**Grant Distribution**

At the end of each year, City Planning will provide a list of grant properties to the Finance and Corporate Services Taxation Division requesting confirmation that all taxes have been paid for the previous year and that the tax accounts are in good standing. City Planning will also confirm that any outstanding loans relating to the properties are in good standing and finally City Planning will verify that there are no outstanding orders or bylaw contraventions relating to the properties. Upon receiving such confirmation, City Planning will contact applicants and provide them with their grant cheques. The City aims to provide grant cheques in the first quarter of the following year.

**Transferable Grants / Condominium Projects**

If a participating property is sold, in whole or in part, before the grant period elapses, the applicant and/or the subsequent landowner is not entitled to outstanding grant payments (on either the portion sold or retained by the applicant). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive outstanding grant payments under this program.

For the purposes of sale of condominium units, the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement.

**PO** - The property owner who is selling a property with active loans or grants should contact City Planning prior to finalizing the sale in order to either repay the loans to remove the liens or transfer the outstanding loan or grant balance to the new property owner (if the new property owner agrees to take on the loan or grant).



## 17. Combined Residential Development Charges (DC) and Tax Grant Program

**\*This program is available only in the Original Downtown Community Improvement Project Area\***

### DC & Tax Grant Program – Purpose

The Combined Residential Development Charges (DC) and Tax Grant program is intended to provide economic incentive for the development of residential properties in the Original Downtown Community Improvement Project Area. Properties in the Expanded Richmond Row Community Improvement Project Area are not eligible. Through this program, the City provides a combined 10-year grant for an eligible property. The grants cover 100% of the residential development charges and a portion of the increase in municipal taxes resulting from the development of the property (as outlined in the Tax Grant Program Section).

### DC & Tax Grant Incentive – Objectives

The overarching goals of this combined program are to:

- Grow our economy through investing in London's downtown as the heart of our city, in particular by developing new residential units;
- Promote intensification and redevelopment within the existing built-up area;
- Encourage the development of residential units in older buildings through conversion and adaptive re-use;
- Strengthen the Downtown property assessment base;
- Bring participating buildings and properties within the Original Downtown Community Improvement Project Area into conformity with the City of London Property Standards By-law and Building Code.

### DC & Tax Grant Program – Eligible Works

Eligible works that will be financed through this program include:

- The construction, erection, or placement of one or more buildings or structures on a property that has the effect of creating new dwelling units for which residential Development Charges are required to be paid in accordance with the Development Charges By-law;
- The addition or alteration to a building or structure that has the effect of creating new dwelling units for which residential Development Charges are required to be paid in accordance with the Development Charges By-law;
- Multi-unit residential and mixed use buildings will be considered and funded as single projects; however, the Grant will only apply to the residential DC portion of a mixed use building.

### DC & Tax Grant Incentive – Additional Application Requirements

- The application must be submitted prior to or coincident with the application of a building permit;
- Under no circumstances shall an applicant have their Development Charges payable waived by this program and also receive DC grant funding disbursed by the City to the applicant;
- All additional application requirements found in the Rehabilitation and Redevelopment Tax Grant Program ("Tax Grant") section also apply to the Combined DC & Tax Grant Program.

### DC & Tax Grant Incentive – Grant Terms

All construction and improvements made to buildings and/or land shall be made pursuant to a building permit, and/or other required permits, and constructed in accordance with the Ontario Building Code and all applicable Official Plan, Zoning By-law, and any other planning requirements and approvals.

### Calculation of Annual Tax Increment

See Definitions.

### Period

The combined Residential Development Charge and Tax Grant commences in the same year (after re-assessment by MPAC). The scheduled grant will be equivalent to 100% of the municipal portion of the tax increment each year until all the DCs have been repaid. The grants will generally be over a 10 year period, equivalent to 100% of the municipal portion of the *Annual Tax Increment* each year until all the DCs have been repaid. The Residential Development Charge grant payment period may extend beyond 10 years with annual payments being made, until such time

that the applicant receives a grant for the full amount of the Residential DCs paid. The Tax Grant program will expire after 10 years.

Example of a Level 3 Project with a net residential development charge of \$4 million and an *Annual Tax Increment* of \$650,000:

**Table 3 – Level 3 Combined DC and Tax Grant Example**

Development Charges:	\$4,000,000				
Annual Tax Increment:	\$650,000				
Assessed Value:	\$55,000,000				
Year	Tax Grant		DC Grant		Annual Grant Amount
	Rate (%)	\$	Rate (%)	\$	= (100% of increment)
1	60	\$390,000	40	\$260,000	\$650,000
2	60	\$390,000	40	\$260,000	\$650,000
3	50	\$325,000	50	\$325,000	\$650,000
4	40	\$260,000	60	\$390,000	\$650,000
5	30	\$195,000	70	\$455,000	\$650,000
6	20	\$130,000	80	\$520,000	\$650,000
7	10	\$65,000	90	\$585,000	\$650,000
8	10	\$65,000	90	\$585,000	\$650,000
9	10	\$65,000	90	\$585,000	\$650,000
10	10	\$65,000	90	\$35,000	\$100,000
<b>Total</b>		<b>\$1,950,000</b>		<b>\$4,000,000</b>	<b>\$5,950,000</b>

**Grant Amount**

The amount of the grant will be based upon:

- The value of net residential Development Charges paid to the City for the eligible project as calculated by the Chief Building Official (or designate) at the time of application;
- The increase in the municipal portion of property taxes that is directly related to the eligible project (in other words, the tax increase that results from improvements to the property).

**Grant Agreement**

Participating property owners in the combined Residential Development Charges and Tax Grant program shall be required to enter into a grant agreement with the City. This agreement shall specify such items as (but not limited to) the applicable grant level, the duration of the grant, and the owner's obligation to repay the City for any grants received if the property is demolished before the grant period elapses. The agreement shall include the terms and conditions included in the program guidelines.

**Grant Distribution**

At the end of each year, City Planning will provide a list of grant properties to the Finance and Corporate Services Taxation Division requesting confirmation that all taxes have been paid for the previous year and that the tax accounts are in good standing. City Planning will also confirm that any outstanding loans relating to the properties are in good standing and finally City Planning will also verify that there are no outstanding orders or bylaw contraventions relating to the properties. Upon receiving such confirmation, City Planning will contact applicants and provide them with their grant cheques. The City aims to provide grant cheques in the first quarter of the following year.

**Transferable Grants / Condominium Projects**

If a participating property is sold, in whole or in part, before the grant period elapses, the applicant and/or the subsequent landowner is not entitled to outstanding grant payments (on either the portion sold or retained by the applicant). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive outstanding grant payments under this program.

For the purposes of sale of condominium units, the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement.

**PO** - The property owner who is selling a property with active loans or grants should contact City Planning prior to finalizing the sale in order to either repay the loans to remove the liens or transfer

the outstanding loan or grant balance to the new property owner (if the new property owner agrees to take on the loan or grant).

# DOWNTOWN GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

Application No.:

Name of Property Owner(s):

Address of Project:

Legal Description of Property (Lot and Plan Number):

Roll Number(s):

Mailing Address of Owner:

Telephone No.:

Fax No.:

**Heritage Alteration Permit Information:**

Date Permit Approved (attach copy):

Designating By-Law:

**PROJECT INFORMATION (Attach copy of Building Permit)**

Building Permit Number:

Date of Permit:

Value of Project (from Building Permit):

Application Tracking Information ( <b>for Staff use only</b> )	Date and Staff Initials
Application Accepted	
Pre-improved Assessment Value Determined	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Preparation of Schedules	
Post-improved Assessed Value Determined	
Planning Division Receives Grant Schedules from Finance & Admin.	
Applicant Chooses Grant Schedule	
Date of Lump Sum Payment (\$1,000 or less)	
First Grant Cheque Issued	
Last Grant Cheque Issued - File Closed	

# DOWNTOWN GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

**GRANT CALCULATION:**

Grant Level:

Pre-improved assessed value:

Date:

Post-improved assessed value:

Date:

Increase in assessed value after adjustments:

Applicable tax (mill) rate (municipal portion):

Annual tax increment:

Net Residential Development Charges paid:

**Schedule 1**

Year (Tax Year)	Year/Level Factor	Tax Grant (\$)	Residential Development Charges Grant (\$)
1	%	\$	\$
2	%	\$	\$
3	%	\$	\$
4	%	\$	\$
5	%	\$	\$
6	%	\$	\$
7	%	\$	\$
8	%	\$	\$
9	%	\$	\$
10	%	\$	\$
<b>Total</b>		<b>\$</b>	<b>\$</b>

Lump Sum Payment Amount (if applicable):

# DOWNTOWN GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

## **Conditions:**

1. The term "Applicable Tax (Mill) Rate" refers to the General, or Municipal portion only of the total tax (mill) rate paid. It does not include such taxes/charges as Education, Transportation, Local Improvement, or other "area charges", Business Improvement Area (BIA) levy, or any Phase In, or Encroachment Fee. Changes in the tax (mill) rate or phased in assessment increases after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment.
2. Grants are not payable by the City until such time as all additional assessment eligible for grant has been added to an assessment roll by the Municipal Property Assessment Corporation, all taxes eligible for grant have been billed by the City, and all taxes outstanding including billed taxes that have not yet become due are paid in full for all years by the taxpayer. Grants are also not payable by the City until such time as all possible assessment appeals relating to value of the land before the additional assessment or to the value of the additional assessment have been filed and decided. If property taxes are owing on a property for more than one full year, the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant.
3. Notwithstanding any other calculations relating to the grant amount, the City will not pay an annual grant which is greater than the municipal portion of the property tax collected for a property in any one year (i.e. if a general reassessment substantially reduces annual property taxes on a property, the annual grant amount will be capped at the municipal portion of the property tax collected for that property in any one year).
4. The applicant(s) for a Tax Grant and Residential Development Charges Grant must be the registered owner(s) of the subject property.
5. Separate applications must be made for each discrete property under consideration for a grant.
6. The annual grant is based upon changes in property taxes as a result of construction and improvement to the property, and is not based upon occupancy or changes in occupancy.
7. The total value of the grants provided under this program over the full term of the grant payment shall not exceed the value of the work done. Furthermore, the amount of the grant shall not exceed the municipal portion of the tax bill. Taxes and charges including transit and education taxes and cap adjustments, phase-ins or claw back amounts are excluded in the calculation.
8. Tax increases that result from a general reassessment, a change in tax legislation or an increase in the mill rate will be not be considered for the purposes of calculating the grant. The annual tax increment will be held constant over the ten-year grant period (i.e. changes in mill rate after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment).

# DOWNTOWN GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

9. If a participating property is demolished in whole before the rebate grant elapses it shall cause the grant to be forfeited and be repayable to the municipality. Demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City. In the event of demolition in the absence of the consent of the City, either partial or complete, the forfeited grant shall be repayable within ninety (90) days of notice being provided by the City to the applicant that the funds already provided have been deemed to be forfeited and are now due to be repaid. In addition, any amount of future grant money to be paid in accordance with Schedule 1 is deemed forfeited.
10. The amount of the grants provided for a property over the life of this program will not exceed the value of the work done that resulted in the increased level of municipal tax assessment. For this reason the amount of grants may be monitored in relation to the total value of work done and the grants will cease if they equal the value of the work done.
11. The applicant will be responsible for ensuring that they can be contacted by the City for the purpose of delivering grant cheques. The City will make reasonable efforts to reach the applicant by way of written correspondence to the address in this Agreement, or any last known address provided by the applicant to the City. If applicants cannot be reached over a protracted period (greater than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant.
12. In those instances where the total value of the grant over the full term of the grant period is less than or equal to one thousand dollars (\$1,000), the City may exercise, at its own discretion, the option of issuing a one-time lump sum payment of the total grant amount.
13. Any portion of the property that is sold (excluding one or more condominium units) during a calendar year, will not be eligible for a grant rebate for that entire year or subsequent years of the grant schedule. The grant schedule included in this agreement will be modified each year, as necessary, to reflect the sale of the property or portions thereof. For the purposes of sale of condominium units, where the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement
14. Any appeals of the property's assessed value that result in a reduction in the assessed value of the property, will cause the entire 10-year grant schedule to be re-calculated recognizing the property's revised assessed value.
15. In those instances where a participating property has undergone a tax reclassification and the municipality has determined that an amended grant agreement and grant schedule is required, the participating property owner agrees to the amendment of the grant agreement and grant schedule and the execution of an amended grant agreement and grant schedule.

# DOWNTOWN GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of five pages) and the terms and conditions of the Tax Grant Program and Residential Development Charge Grant Program guidelines (as attached).
- B. I/WE HEREBY CERTIFY that the information given above is true, correct and complete in every respect and may be verified by the municipality. The City is relying upon the information provided by the applicant and if the information in this agreement, or the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole, prior to the expiration of the grant period, any funds paid under this Program shall immediately be forfeited and all previously received grant payments will become due and repayable to the City. Demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City.
- D. I/WE HEREBY AGREE that if the ownership of the lands described herein, and in receipt of a grant under this program, is transferred to any person other than the signatory of this agreement (Owner), by sale, assignment, or otherwise, then this agreement shall no longer apply. The City may enter into an agreement with any subsequent owner to continue the agreement pursuant to any conditions that the City may apply or may choose to discontinue the applicable grant schedule.

I, \_\_\_\_\_ agree to the above conditions, and have the authority to bind the corporation named as property owner on page 1 of this agreement.

\_\_\_\_\_  
SIGNATURE (TITLE)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-SIGNATURE (TITLE)

\_\_\_\_\_  
DATE

This agreement is hereby approved, subject to the above-specified conditions.

\_\_\_\_\_  
SIGNATURE  
City Planning

\_\_\_\_\_  
DATE

Bill No. 103  
2020

By-law No. C.P.-1468( )- \_\_\_\_

A by-law to amend C.P.-1468-176, as amended, being “A by-law to establish financial incentives for the Old East Village Community Improvement Project Area”.

WHEREAS by Subsection 28(2) of the Planning Act, the Council of a municipal corporation may, by by-law, designate such an area as a community improvement project area;

AND WHEREAS by Subsection 28(4) of the Planning Act, the Council of a municipal corporation may adopt a community improvement plan for the community improvement project area;

AND WHEREAS Municipal Council adopted By-law C.P. 1443-249 to designate the Old East Village Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1444-250 to adopt the Old East Village Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1468-176 to establish financial incentives for the Old East Village Community Improvement Project Area;

AND WHEREAS the Official Plan for the City of London contains provisions relating to community improvement within the City of London;

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

1. The existing Schedule “1” of By-law C.P.-1468-176, as amended, being “A by-law to establish financial incentives for the Old East Village Community Improvement Project Area,” is hereby repealed;
2. The new Old East Village Financial Incentive Program Guidelines attached hereto as Schedule “1” is hereby adopted;
3. This by-law shall come into effect upon the date of the passage of this by-law.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

## Schedule “1”

### Old East Village Community Improvement Plan – Financial Incentive Program Guidelines

**\* Effective January 1, 2018 \***

**\* Updated March 3, 2020 \***

This program guideline package provides details on the financial incentive programs provided by the City of London through the Old East Village Community Improvement Plan (CIP), which includes:

- Façade Improvement Loan Program (including non-street façades and forgivable loans);
- Upgrade to Building Code Loan Program (including forgivable loans);
- Rehabilitation & Redevelopment Tax Grant Program;
- Residential Development Charges Grant Program (i.e. the Combined DC/Tax Grant).

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Map 3 – Downtown Boundaries (BIA, Heritage Conservation District, and CIP)

Table 1 – Financial Incentive Programs Offered in Downtown and Richmond Row

1. Definitions
2. List of Targeted & Non-Targeted Uses (Table 2)
3. Eligibility Criteria for Financial Incentive Programs
4. Application Process
5. Financial Incentive Approval
6. Additional Rehabilitation and Demolition
7. Inspection of Completed Works
8. Incentive Application Refusal and Appeal
9. Relationship to other Financial Incentive Programs
10. Loan Repayment Deferral Due to Road Construction
11. Monitoring & Discontinuation of Programs
12. Program Monitoring Data
13. Activity Monitoring Reports
14. Façade Improvement Loan Program
15. Upgrade to Building Code Loan Program
16. Rehabilitation and Redevelopment Tax Grant Program (“Tax Grant”)
17. Combined Residential Development Charges (DC) and Tax Grant Program

## How to Read this Document

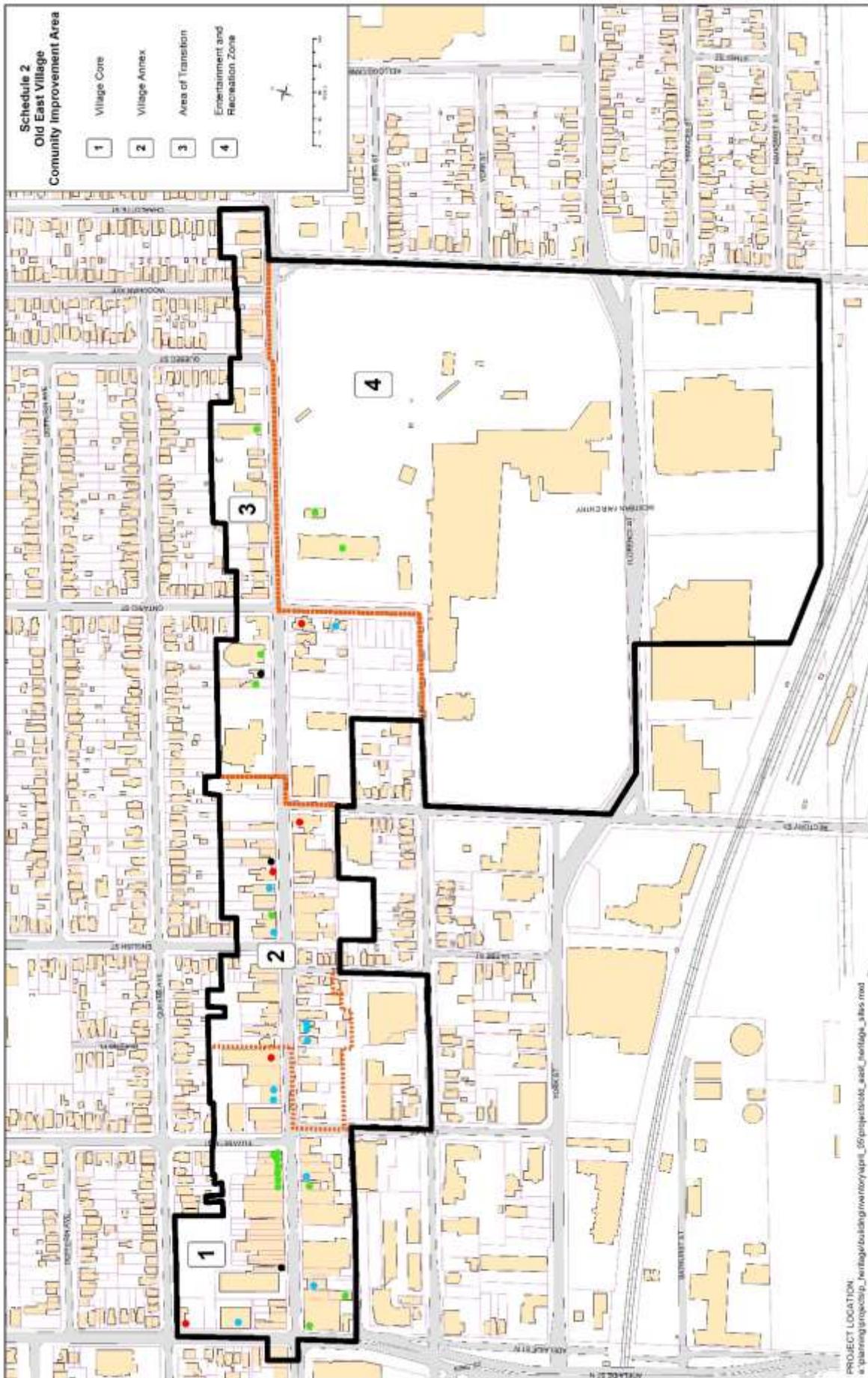
Each of the financial incentive programs has its own specific Purpose, Program Objectives and Eligible Improvements. There are many areas of each program that are the same including Definitions, Eligibility Criteria, Targeted & Non-Targeted Uses, Appeal of Refusal Section, Relationship to other Financial Incentive Programs, as well as Monitoring & Discontinuation of Programs.

Therefore, the program guidelines are arranged so that information respecting all programs is stated once and details specific to individual programs are outlined in the program specific sections.

Further, the document helps to identify what the responsibility of each stakeholder is in the incentive program process. The initials **PO** indicate the property owner (or agent acting on behalf of the property owner) is responsible for completing that task or action, whereas **CL** indicates that a City of London staff member is responsible.

**PO** – Check Map 1 to locate your property in the Old East Village Community Improvement Project Area. After verifying the property location on the map, check Table 1 to verify what programs may apply. Then proceed to review the rest of the program guidelines or use the Table of Contents to skip directly to a program to learn more about it and its eligibility information.

Map 1 – Old East Village Community Improvement Project Area



**Table 1 – Financial Incentive Programs Offered in Old East Village**

Financial Incentive Program	Old East Village (see Map 1)
Façade Improvement Loan	X
Forgivable Façade Improvement Loan	X
Upgrade to Building Code Loan	X
Forgivable Upgrade to Building Code Loan	X
Rehabilitation and Redevelopment Tax Grant	X*
Residential Development Charges Grant Program	X*

\* Excluding the Entertainment and Recreation Zone as identified in the Old East Village Community Improvement Plan.

## 1. Definitions

Active Occupancy – The space being used by a business that is open, in operation and serving customers.

Annual Grant Amount – The annual grant is defined as the grant amount that would be given to the applicant in any one year of the ten-year grant period.

- For Tax Grant this means each property owner will be given ten annual grants and the annual grant amount will change over this period depending upon year and grant level;
- For Forgivable Loans this means the amount that would be given each year based on the *Yearly Grant Value* set out in the agreement and *Pro-rated Yearly Grant Percentage* which is based on ground floor occupancy;
- For the Combined Development Charge (DC)/Tax Grant this means the amount that would be given to the applicant in any one year of the grant period. Each property owner will be given annual grants until such time as the value of Residential DCs have been repaid. The annual grant amount may change over the term of the grant period depending upon year and grant level.

Annual Grant Calculation – The annual grant for any single year will be calculated as follows, the *Annual Tax Increment* multiplied by the *Year/Level Factor*.

Annual Tax Increment – The incremental difference between the municipal portion of property taxes that would be paid for a full year before the improvement versus after the improvement. This can also be considered the tax increase that is directly related to the renovation or redevelopment project. This amount is fixed based on the tax rate at the time of pre-improved assessed value.

Annual Tax Increment Calculation – The annual tax increment will be calculated as follows, the annual taxes based on the post-improved assessed value less the annual taxes based on the pre-improved assessed value. This annual tax increment is fixed for the ten-year duration of the grant schedule. Changes to the tax rate, general reassessments or changes in tax legislation will not be considered for the purpose of calculating the annual tax increment.

Example:

Annual tax based on post-improved assessed value	\$100,000
- <u>Annual tax based on pre-improved assessed value</u>	<u>- \$25,000</u>
= <i>Annual Tax Increment</i>	= \$75,000

Approved Works – The materials, labour and/or effort made to improve a property that are determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person who makes a formal application for a financial incentive program offered through the City's Community Improvement Plans. The person may be the owner of the subject property, or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property. If the *Applicant* is not a registered owner of the property subject to the incentive program the *Applicant* will be required to provide authorization in writing from the registered owner as part of a complete application.

Calendar Year – The 12 months of the year commencing January 1 and ending December 31.

Commitment Letter – A document prepared by the City of London outlining its agreement with a property owner, to provide a future financial incentive – loan(s) and/or grant(s) – to a property owner, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of approved works that the property owner will undertake in order to receive the grant or loan.

Complete Application – Includes a completed application form for financial incentive program(s) with the property owner(s) signature and date, which is accompanied by:

- Complete drawings of the works to be undertaken (including a façade drawing for façade projects);
- Itemized list of specific improvements;
- Two (2) comparable quotations by qualified contractors showing cost estimates for each of the proposed works which are required to be included in the incentive program. In general, the lower of the two estimates will be taken as the cost of the eligible works.

Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required);

- A cover letter that summarizes the work to be completed and summarizes the provided quotations;
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications;
- A copy of the Building Permit (if required);
- A copy of the Heritage Alteration Permit (if required);
- Any other information that may be deemed necessary by the Managing Director of Planning and City Planner, or designate.

Deferral – Means the delaying of loan repayments for a specified time period.

Development Charge – Means any Development Charge (DC) that may be imposed pursuant to the City of London’s Development Charge By-law under the Development Charges Act, 1997.

Discrete Building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a discrete building, the structure will have a distinct municipal address.

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 – The storey that has its floor closest to grade and its underside of finished ceiling more than 1 .8m above the average grade.

Grant Cap – The maximum amount of money that the City will provide as a grant back to the property owner.

Maximum Yearly Grant Value – Grant values are established in the payment schedule which is included in the agreement between the City and the property owner. With respect to the forgivable loans the annual grant equals the yearly loan repayments multiplied by a percentage, to a cap, as shown below:

Program	Loan Amount	Forgivable Loan Portion	Considerations for Yearly Grant
Upgrade to Building Code	\$200,000 maximum	The lesser of a maximum of \$25,000 or 12.5% of the loan is eligible to be paid back in the form of grants over the term of the loan	<ul style="list-style-type: none"> <li>- Number of payments made in the previous <i>Calendar Year</i></li> <li>- Number of months the main floor was actively occupied with a targeted use in previous <i>Calendar Year</i></li> </ul>
Façade Improvement	\$50,000 maximum	The lesser of a maximum of \$12,500 or 25% of the loan is eligible to be paid back in the form of grants over the term of the loan	<ul style="list-style-type: none"> <li>- Number of payments made in the previous <i>Calendar Year</i></li> <li>- Number of months the main floor was actively occupied with a targeted use in previous <i>Calendar Year</i></li> </ul>

Municipal Portion of Property Tax – For the purposes of the Tax Grant program, property taxes refer only to the municipal portion of the property taxes paid, and does not include such charges/taxes/levies as education, water, sewer, transit or phase-in.

Non-Targeted Area – Lands within the Old East Village Community Improvement Plan Project Area which are eligible for incentive programs however are not eligible for consideration of Forgivable Loans.

Non-Targeted Uses – The use occupying the ground floor of a building which is permitted under the land use zone but not listed as a targeted use. Please refer to Section #2 for a full list of *Targeted* and *Non-Targeted Uses*.

Post-Improved Assessed Value – For the purpose of calculating the *Annual Tax Increment*, the *Post-Improved Assessed Value* of the property will be established based on:

- i. Completion of the project as identified by the applicant; and
- ii. Completion of the reassessment of the property by the Municipal Property Assessment Corporation (MPAC) such that the work done at the project completion date (defined in i. above) is recognized. Note: Receiving the *Post-Improved Assessed Value* from MPAC may take one to two years or longer.

Pre-improved Assessed Value – For the purpose of calculating the *Annual Tax Increment*, the pre-improved assessed value of the property will be established as the earlier of the following:

- i. Date of application for building permit;
- ii. Date of application for demolition permit; or
- iii. Date of application for the Rehabilitation and Redevelopment Tax Grant Program.

Future increases in taxes that may be phased in AFTER the *Post-Improved Assessment Date* (as defined above) will not be eligible for grant calculation.

Pro-rated Yearly Grant Percentage – The percentage of months in the *Calendar Year* where the ground floor is actively occupied by a targeted use and can be used in calculating the value of a yearly grant payment on the forgivable portion of a loan.

Rehabilitation Project – For the purpose of the incentive programs shall mean the restoration or reconstruction of buildings, structures or parts thereof to modern building standards without the removal of the building or structure from the lot.

Redevelopment Project – For the purpose of the incentive programs shall mean the development of lands, which are vacant, planned for demolition, in part or in whole, or which will have the building or structure removed from the lot.

Relevant Tax Class Rate – For the purpose of the incentive program means the applicable tax class as of the date of the corresponding grant year.

Road Construction – Means the building, replacing, or improving of the road surface, sidewalk, watermain, sanitary sewer, storm sewer, utility, or similar private or public works that results in at least one lane of the road being closed to vehicular traffic for a minimum of one month.

Targeted Area – Lands within a defined area of the Old East Village Community Improvement Plan Project Area which are eligible for incentive programs including consideration of Forgivable Loans (see Map #1).

Targeted Uses – The use occupying the ground floor of a building which is permitted under the land use zone and has a key role in achieving the goals of the City's Strategic Plan, the Business Improvement Area, the Community Improvement Plan, and any other current or future related plans. Please refer to Section #2 for a full list of *Targeted* and *Non-Targeted Uses*.

Year 1 – The first full calendar year that taxes are paid after the project is completed and reassessed. This becomes the first of the ten years of grant payments.

Yearly Grant Value – Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 25% (for Façade Improvement loan) or 12.5% (for Upgrade to Building Code loan) to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

Example (Upgrade to Building Code Loan with the ground floor occupied for six months of the *Calendar Year*):

*Yearly Loan Repayments* multiplied by 12.5% = *Maximum Yearly Grant Value*  
 $\$60,000 \times 12.5\% = \$7,500$

*Maximum Yearly Grant Value* multiplied by *Pro-rated Yearly Grant Percentage* = *Yearly Grant Value*

$\$7,500 \times 50\% = \$3,750$

Yearly Loan Repayments – The total value of the loan payment made by the applicant to the City in a *Calendar Year*. The loan agreement includes a loan schedule which provides details on the terms of loan including when loan repayment begins as well as the amount of monthly repayments.

**Year/Level Factor** – The following tables illustrate the *Year/Level Factor* that is used for each of the Tax Grant levels. The appropriate table will be populated based on the *Annual Tax Increment Calculation* and the *Annual Grant Calculation* and will be included as part of the Grant Agreement between the property owner and the City of London:

Part IV Heritage Designated		Existing Buildings		Vacant or Cleared Land	
Year	Level 1	Year	Level 2	Year	Level 3
1	100 %	1	70 %	1	60 %
2	100 %	2	70 %	2	60 %
3	100 %	3	60%	3	50 %
4	90 %	4	50%	4	40 %
5	80 %	5	40%	5	30 %
6	70 %	6	30%	6	20 %
7	60 %	7	20%	7	10 %
8	50 %	8	10%	8	10 %
9	40 %	9	10%	9	10 %
10	30 %	10	10%	10	10 %

## 2. List of Targeted & Non-Targeted Uses (Table 2)

Permitted Uses within the Old East Village CIPA	Targeted	Non-Targeted
Accessory dwelling units	X	
Animal clinics	X	
Animal hospitals	X	
Antique store	X	
Apartment buildings	X	
Artisan Workshop	X	
Assembly halls		X
Bake shops	X	
Bed and breakfast establishments		X
Brewing on Premises Establishment	X	
Cinemas	X	
Clinics		X
Commercial parking structures		X
Commercial recreation establishments	X	
Community centres		X
Convenience service establishments		X
Convenience stores	X	
Converted dwellings		X
Craft Brewery	X	
Day care centres		X
Dry cleaning and laundry depots		X
Duplicating shops		X
Dwelling units (restricted to the rear portion of the ground floor or on the second floor, or above with any or all of the other permitted uses in the front portion of the ground floor)	X	
Emergency care establishments		X
Existing dwellings		X
Financial institutions	X	
Fire halls	X	
Food Store	X	
Funeral homes		X
Grocery stores	X	
Group homes type 2		X
Hotels	X	
Institutions	X	
Laboratories	X	
Laundromats	X	
Libraries		X

Lodging houses class 2		X
Medical/dental offices		X
Office-apartment buildings	X	
Offices	X	
Personal service establishments	X	
Places of Worship		X
Police Stations		X
Post Office	X	
Private clubs	X	
Restaurants	X	
Retail stores	X	
Schools (Private and Commercial)	X	
Service and repair establishments		X
Studios	X	
Taverns	X	
Theatres	X	
Video rental establishments	X	

### 3. Eligibility Criteria for Financial Incentive Programs

***Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Managing Director, Planning and City Planner, or designate.***

To be eligible for any Financial Incentive Program, the applicant, property and project must meet all conditions detailed in this program description.

#### Property Owner Considerations

- The applicant must be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the applicant will be required to provide authorization in writing from the registered owner as part of a complete application;
- All mortgages and charges, including the subject financial incentive(s), must not exceed 90% of the post-rehabilitation appraised value of the property (i.e. the owner must maintain 10% equity in the property post-improvement);
- All City of London realty taxes must be paid in full when the loan and/or grant is issued and remain so for the lifetime of the loan and/or grant;
- The registered owner of the property must have no outstanding debts to the City of London;
- The property owner and/or applicant, must not have ever defaulted on any City loan or grant program, including by way of individual affiliation with any company or group of people authorized to act as a single entity such as a corporation;
- The Financial Incentive Programs will not apply retroactively to work completed prior to the approval of the application by the Managing Director of Planning and City Planner, or designate.

#### Property Considerations

- The property must be located within the Old East Village as defined in the Old East Village Community Improvement Project Area By-law (see Map 1);
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the loan or grant is issued;
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the various Community Improvement Plans (for example, applications for an Upgrade to Building Code Loan, Facade Improvement Loan, and Tax Grant can be made at the same time).

#### Building Considerations

- Separate applications must be submitted for each *discrete building* (as defined) on a single property;
- The property must contain an existing building (occupied or unoccupied) located within an identified area for improvement under the Old East Village CIP (for the Residential Development Charge Grant & Tax Grant Programs, the property may also be vacant);

- Where the entirety of a multi-unit building, which contains separate units, are all under the same ownership, (or with condominium status) it will be considered as one building for the purpose of the incentive programs;
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall (and a distinct municipal address);
- Each *discrete building* on each property is eligible for financial incentive programs;
- Each *discrete building* is eligible for multiple Upgrade to Building Code loans provided the total of all loans do not exceed the maximum amount allowable under the program guidelines (\$200,000), additional Upgrade to Building Code loans may be considered after the previous loan(s) is repaid;
- Each *discrete building* is eligible for multiple Façade Improvement loans provided the total of all loans do not exceed the maximum amount allowable under the program guidelines (\$50,000), additional Façade Improvement loans may be considered after the previous loan(s) is repaid;
- Each property is eligible for a Rehabilitation and Redevelopment Tax Grant;
- Each *discrete building* is eligible to avail simultaneously of multiple incentive programs provided through the various Community Improvement Plans (for example applications for an Upgrade to Building Code Loan, Facade Improvement Loan, and Tax Grant can be made at the same time);
- There must be no City of London Building Division orders or deficiencies and no by-law infractions when the loan or grant is issued.

#### 4. Application Process

##### Expression of Interest

**PO** – It is suggested to meet with the Old East Village BIA regarding an expression of interest or proposal before any financial incentive application is made to the City of London. While City Planning staff are often involved in meeting with the Old East Village BIA and a property owner, no records are formally kept until a complete incentive application, accompanied by appropriate drawings and estimates, is submitted to City Planning.

***Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Managing Director, Planning and City Planner, or designate.***

##### Consultation Phase

**Step 1 – PO** – The Applicant contacts City of London and/or the Old East Village BIA who will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvement project. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements the property owner (**PO**) is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted. Discussions with City staff and the Old East Village BIA are encouraged early in the conceptual phase to ensure proposed façade improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program criteria. Service London staff are also available to help with clarifying/applying for applicable permits.

##### Concept Phase

**Step 2 – PO** – A *Complete Application* (see Definition Section) for incentive programs is submitted to the City of London and/or the Old East Village BIA.

For the Tax Grant and Residential Development Charge Grant programs, the applicant must also obtain a building permit and make full payment of Residential Development Charges.

Residential Development Charge Grants are processed by City Planning in conjunction with Development and Compliance Services (Building Division). Application to the Residential Development Charge (DC) Grant program is triggered when the full payment of Residential DCs is made to the Building Division. **PO – After making the DC payment, applicants must contact City Planning to complete the application process.**

**Step 3 – CL** – City of London City Planning staff will review the application for completeness and inform the applicant in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the approved works, related costs, and monetary commitment that the City is making to the project. The letter will also state whether the commitment is for a Forgivable Loan. For the Residential DC Grant the residential DCs must be paid prior to the City's issuance of a *Commitment Letter*. For the Loan Programs, the City's commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted. **PO – Any subsequent changes to the project will require review and approval by appropriate City staff.**

**Step 4 – CL** – City Planning staff may visit the subject property and take photographs, both before and after the subject work is completed. When considering forgivable loans, staff will also confirm that the intended use meets the eligibility requirements of the program.

#### **Construction Phase**

**Step 5 – PO** – Having obtaining all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for approved works the applicant may start to undertake eligible improvements. With respect to the Residential DC Grant there is an additional requirement that the DCs have been paid.

***Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Managing Director, Planning and City Planner, or designate.***

#### **Confirmation Phase**

**Step 6 – PO** – The applicant will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. For Loans the applicant will submit paid receipts (as proof of payment in full). Confirmation that related building permits are closed is also required so that the City may begin drafting an agreement. With respect to Tax Grant and Residential DC Grant, when the project is complete or following the re-assessment of the property, the applicant will notify City Planning, in writing, that the project is complete for the purpose of calculating the *Post-Improved Assessed Value*.

**Step 7 – CL** – Before setting up any agreement City Planning staff must ensure the improvements, as described in the City's *Commitment Letter* are completed and other criteria, as set out in the respective program guidelines, have been met. Generally speaking, this includes:

- Related costs, or bills respecting those approved works are paid in full;
- Related building permits are closed;
- The loan must be in good standing with no arrears owing;
- All City of London property taxes must be paid in full and the account deemed in good standing by the Taxation Division;
- There must be no outstanding debts to the City;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding Building Division orders or deficiencies against the subject property.

**Step 7.i (Grants) – CL** – Upon written notice from the applicant, City Planning will request the City's Finance and Corporate Services Taxation Division to provide a grant schedule that establishes the value of the annual grant over the term of the grant program.

**Step 7.ii (Grants) – CL** – Upon request by City Planning, the Finance and Corporate Services Taxation Division will establish a *Post-Improved Assessed Value*. To do this they will review the assessed value of the property and determine whether this is the final assessment relating to the completion of the renovation or development project. If this is not the final assessment, the Finance and Corporate Services Taxation Division will contact the Municipal Property Assessment Corporation (MPAC) and request that the final assessment be prepared.

**Step 7.iii (Grants) – CL** – The Finance and Corporate Services Taxation Division will prepare and note the annual tax increment for the purpose of calculating the grant schedule. The Finance and Corporate Services Taxation Division will then prepare a schedule for the first year that the new taxes were levied for the full year.

**Step 7.iv (Grants) – CL** – At the completion of the *Calendar Year*, City Planning staff will ask Finance and Corporate Services Taxation Division staff to confirm that all taxes have been paid

for that year and that the tax account is in good standing with a zero balance. Upon receiving confirmation, a grant agreement can be drafted.

#### **Agreement Phase**

**Step 8 (Loans) – CL** – Once the approved works are verified by City Planning, staff will draft the loan agreement.

**Step 8 (Grants) – CL** – Once the eligible works are verified and the grant schedule is complete, City Planning staff will draft the grant agreement and provide a draft copy of the grant agreement to the applicant for review.

**Step 9 (Loans) – CL** – City Planning staff will request a cheque, and the Document General to place a lien on the property in the amount of the loan is prepared.

**Step 9 (Grants) – CL** – After the applicant has approved the grant agreement City Planning staff can prepare two hard copies of the agreement to be signed.

**Step 10 – CL** – When all the documentation is ready City Planning staff will contact the applicant to arrange for a meeting to sign the documents (and in the case of a loan, exchange a loan cheque for the first 12 post-dated repayment cheques provided by the property owner or applicant (**PO**)).

Full loan repayment can be made at any time without penalty. **PO** – To make a full or partial repayment above the standard monthly payment, please contact City Planning or Accounts Receivable.

**Step 11** – City Planning staff will have two original copies of the agreement available for signing. One original signed copy is kept by the applicant and one is retained by the City.

**PO** – Please note that loan cheque distribution cannot occur in December due to financial year-end. Instead all loan cheques requested in the Agreement phase in December will be processed in January.

### **5. Financial Incentive Approval**

Once all eligibility criteria and conditions are met, and provided that funds are available in the supporting Reserve Fund, the Managing Director, Planning and City Planner or designate will approve the incentive application. Approval by means of a letter to the applicant will represent a commitment by the City of London. Loan commitments will be valid for one year and will expire if the work is not completed within that time period. The Managing Director, Planning and City Planner may, at his/her discretion, provide a written time extension of up to one year. **PO – It is important to note that the consideration of such an extension will require a written request from the applicant detailing the reasons the extension is being sought.**

### **6. Additional Rehabilitation and Demolition**

Additional work to the interior of the building can be undertaken without City Planning approval subject to obtaining a building and/or heritage alteration permit, when required. The loan programs do not impose any specific restrictions on demolition except that any outstanding loan amount must be repaid to the City prior to the issuance of a demolition permit.

### **7. Inspection of Completed Works**

The loan will be paid to the property owner (or designate) following City receipt of invoices for all completed work and after the City inspection of all completed improvements has taken place. The City will inspect the work completed to verify that the proposed improvements have been completed as described in the application.

### **8. Incentive Application Refusal and Appeal**

If an application is refused, the applicant may, in writing, appeal the decision of the Managing Director, Planning and City Planner to the City Clerk's Office who will provide direction to have the matter heard before Municipal Council through the Planning and Environment Committee.

### **9. Relationship to other Financial Incentive Programs**

It is intended that the Loan and Grant Programs will complement other incentive programs offered by the City of London. Property owners may also qualify for financial assistance under those programs specifically detailed within the program guidelines. However, the funding from these programs cannot be used to subsidize the property owner's share of the total cost of the loan programs property improvements.

**PO** – Applicants are advised to check with the Old East Village BIA about its proprietary programs which complement the City's financial incentive programs.

## **10. Loan Repayment Deferral Due to Road Construction**

In the event of a *road construction* project in the Downtown community improvement project areas, an applicant's loan repayments can be deferred for the duration of the *road construction* project.

City Planning staff will review the Community Improvement Area construction schedule annually to determine what streets will be under construction in the upcoming years. City Planning staff will also collect Notice of Project and Construction Notice letters that are mailed to property owners to inform them of upcoming construction projects.

City Planning staff will compile a list of properties with loans in the *road construction* project area. Only properties that are directly adjacent (front or side property line) to the *road construction* project area will be eligible for the deferral of loan repayments. The Managing Director, Planning and City Planner, or designate will be the approval authority for any disagreements regarding the eligibility of an applicant to defer their loan(s) repayments.

A letter with an accompanying form will be mailed and/or emailed (if available) to each eligible loan applicant to ask if they wish to defer the repayment of their loan(s) during the scheduled *road construction* period. The scheduled *road construction* period and duration of the *deferral* will be determined by City Planning staff by reviewing the project timeline on the Construction Notice letter and by coordinating with the City Project Manager of a *road construction* project.

The duration of the *deferral* will be set at the onset of the *road construction* project. If a project is delayed or extends beyond the anticipated deadline, the *deferral* will not be extended. As a result, the *deferral* will be at least one month longer than the anticipated length of the *road construction* project. For example, if *road construction* is anticipated to conclude in November, the *deferral* will be set to expire at the end of December.

If an applicant wishes to defer the repayment of their loan, they must complete and return the form to City Planning staff that indicates they agree to the *deferral* and sets out the revised loan repayment schedule.

An applicant may choose not to defer their loan repayment. An applicant can opt out of the *deferral* by not returning the form by the stated deadline. In this instance, repayment of the loan will continue as outlined in the loan agreement.

Upon receiving confirmation that an applicant wishes to defer repayment of their loan(s), City Planning staff will:

- Process the returned forms for the applicant's seeking deferral;
- Complete supporting documentation to send to Accounts Receivable. This documentation will allow Accounts Receivable to update its records regarding the loan repayment schedule and allow Accounts Receivable to remove any post-dated cheques that may be in its possession for repayment during the *deferral* period. Cheques will be return to the applicant or destroyed;
- Accounts Receivable will contact the loan applicant when new post-dated cheques are required to restart the loan repayment after the *deferral* period ends.

If an applicant fails to provide new post-dated cheques to Accounts Receivable after the *deferral* is finished, they will be in jeopardy of defaulting on the loan(s).

In the event that a *road construction* project is cancelled, the *deferral* of the loan repayment will also be cancelled and an applicant will be required to re-submit any post-dated cheques that were removed.

## **11. Monitoring & Discontinuation of Programs**

As part of the program administration City Planning staff will monitor all of the financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease to issue any new commitments. Each program is monitored to ensure it implements the goals and objectives of the Community Improvement Plan within which the program applies. The City may discontinue the Financial Incentive Programs at any time; however, any existing loan or grant will continue in accordance with the agreement. A program's success in implementing a Community Improvement Plan's goals will be based on the ongoing monitoring and measurement of a series of identified targets that represent indicators of the CIP's goals and objectives, as noted in the Program Monitoring Data section.

## 12. Program Monitoring Data

The following information will be collected and serve as indicators to monitor the financial incentive programs offered through the Old East Village Community Improvement Plan. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the CIP have been met.

<p>Façade Improvement Loan Program Monitoring</p>	<ul style="list-style-type: none"> <li>- Number of Applications (approved and denied);</li> <li>- Approved value of the loan and the total construction cost (i.e. total public investment and private investment);</li> <li>- Pre-Assessment Value;</li> <li>- Total Value of Building Permit (if required);</li> <li>- Location of façade being improved (Street Front, Non-Street Front);</li> <li>- Post-Assessment Value;</li> <li>- Use Type (Targeted or Non-Targeted);</li> <li>- Increase in assessed value of participating property;</li> <li>- Total Loan Amount;</li> <li>- Number of forgivable loans;</li> <li>- Number of loan defaults;</li> <li>- Cost/Value of loan defaults.</li> </ul>
<p>Upgrade to Building Code Loan Program Monitoring</p>	<ul style="list-style-type: none"> <li>- Number of Applications (approved and denied);</li> <li>- Approved value of the loan and the total construction cost (i.e. total public investment and private investment);</li> <li>- Pre-Assessment Value;</li> <li>- Total Value of Building Permit;</li> <li>- Post-Assessment Value;</li> <li>- Use Type (Targeted or Non-Targeted);</li> <li>- Increase in assessed value of participating property;</li> <li>- Total Loan Amount;</li> <li>- Number of forgivable loans;</li> <li>- Number of loan defaults;</li> <li>- Cost/Value of loan defaults.</li> </ul>
<p>Tax Grant Program Monitoring</p>	<ul style="list-style-type: none"> <li>- Number of Applications (approved and denied);</li> <li>- Pre-Assessment Value;</li> <li>- Total Value of Building Permit;</li> <li>- Level of Grant (Type 1, Type 2 or Type 3);</li> <li>- Post-Assessment Value;</li> <li>- Use Type (Targeted or Non-Targeted);</li> <li>- Number of residential units created;</li> <li>- Increase in assessed value of participating property;</li> <li>- Total Grant Amount;</li> <li>- Number of grant defaults;</li> <li>- Cost/Value of grant defaults.</li> </ul>

Development Charge Program Monitoring	<ul style="list-style-type: none"> <li>- Number of Applications (approved and denied);</li> <li>- Pre-Assessment Value;</li> <li>- Total Value of Building Permit;</li> <li>- Number of residential units created;</li> <li>- Post-Assessment Value;</li> <li>- Type (Targeted or Non-Targeted Industrial) Use;</li> <li>- Increase in assessed value of participating property;</li> <li>- Total Grant Amount;</li> <li>- Number of grant defaults;</li> <li>- Cost/Value of grant defaults.</li> </ul>
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### 13. Activity Monitoring Reports

Annual Activity Reports will measure the following variables:

- Number of applications by type;
- Increase in assessment value of properties;
- Value of the tax increment (i.e. increase in property tax after the construction activity);
- Value of construction and building permits issued;
- Number of units created (by type, ownership/rental);
- Number and value of incentive program defaults;
- Ground floor occupancy rates within the CIP area where the program(s) is in effect.

**COMMON PROGRAM INFORMATION SECTION ENDS HERE**

**INDIVIDUAL PROGRAM INFORMATION BEGINS NOW**

### 14. Façade Improvement Loan Program

#### Façade Improvement Loan Program – Purpose

The Façade Improvement Loan Program is intended to assist property owners in identified community improvement project areas with façade improvements and to bring participating buildings and properties within the identified community improvement areas into conformity with the City of London Property Standards By-law. Through this program, the City provides a no interest 10-year loan. Loans will be issued to cover 50% of the cost of the eligible works to a maximum of \$50,000. In some locations (see the targeted incentive zone on Map 1 for specific locations) a portion of these loans may be partially forgivable in the form of a grant from the City.

#### Façade Improvement Program – Objectives

The overarching goals of this Program are to:

- Support the maintenance, improvement and beautification of the exterior appearance of buildings in the Old East Village;
- Encourage reinvestment in the Old East Village that complies with the Old East Village Commercial Corridor Urban Design Manual;
- Help make the Old East Village environment interesting and aesthetically pleasing for residents, patrons and visitors alike;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law.

#### Façade Improvement Program – Eligible Works

Eligible works that will be financed through this program include improvements that are demonstrated to enhance the appearance of building exteriors while in compliance with applicable Urban Design Guidelines. Examples of works that may be eligible under this program include:

- Exterior street front renovations compliant with the Old East Village Commercial Corridor Urban Design Manual;
- Portions of non-street front buildings, visible from adjacent streets. Non-street front visible portions may only be eligible for funding after the street front façade has been improved or street front improvements have been deemed unnecessary by the Managing Director, Planning and City Planner, or designate;
- Awnings that are affixed to the exterior street front of a building which are used to keep the sun or rain off a storefront, window, doorway, or sidewalk, and/or to provide signage for a commercial tenant;
- Business name signage that is affixed to the exterior street front of a building;

- Decorative lighting which is affixed to the exterior street front of a building that is ornamental and installed for aesthetic effect;
- Eaves troughs, rain gutters, soffits, fascia, bargeboard, and other materials that direct rain water;
- Doors, windows, and their finished framing;
- Professional fees for the preparation of drawings and technical specifications required for eligible works (limited to the lesser of a maximum of \$5,000 or 10% of the loan).

**Note:** A Heritage Alteration Permit is required for heritage designated properties in the Old East Village Commercial Corridor.

#### **Façade Improvement Program – Works Not Eligible**

The following provides examples, but not a complete list of works that are not eligible to be financed through this program:

- New stucco building materials;
- Back lit signs;
- Any other materials that at the discretion of the Managing Director, Planning, and City Planner, or designate, are deemed ineligible, inauthentic, or inconsistent with the objectives of the Old East Village Commercial Corridor Urban Design Manual.

#### **Façade Improvement Program – Loan Terms**

A complete application must be received and a City *Commitment Letter* issued before any work can commence.

#### **Period**

The loan will be interest free and will be amortized over a 10-year period.

#### **Loan Amount**

Loans will be issued to cover the lesser of:

- 50% of the cost of the eligible works per building;
- A maximum of \$50,000 per building.

While more than one *discrete building* on a single property may be eligible for a loan, loans will not exceed 50% of the cost of the eligible works that related to each *discrete building*.

More than one loan may be issued for each *discrete building* on each property, but the sum of these loans must not exceed the maximum loan amount of \$50,000 per *discrete building*.

#### **Determination of Eligible Non-Street Front Façade Improvements**

The Managing Director, Planning and City Planner or designate will decide when this program can be applied to a building façade that is not street facing. Typically this consideration is made when the street-front façade is deemed to be in compliance with the Old East Village Commercial Corridor Urban Design Manual, as well as Building and Fire Codes.

#### **Determination of Façade Improvements where there are Two Street Frontages**

If a building has both the front and rear façade facing a municipal street (not a private street or a laneway), then the building is eligible for a Façade Improvement Loan for each unique street fronting façade. Further, if a building is on a corner property where two or more façades face a municipal street (not a private street or laneway), then the building is eligible for two or more Façade Improvement Loans. All façade designs must be deemed in compliance with the Old East Village Commercial Corridor Urban Design Manual, as well as Building and Fire Codes, to be eligible for loans.

#### **Loan Distribution**

The City will provide the applicant with one cheque in the full amount of the approved loan after: (1) the City has completed its due diligence to ensure the applicant and property remain eligible for the loan, (2) the Loan Agreement has been signed, and (3) the first 12 months of post-dated cheques (to be used for the first year repayment of the loan) are received. City of London Accounts Receivable staff will contact the applicant annually to request a supply of cheques in subsequent years. **PO** – The applicant will notify the City about any changes to their banking arrangements and replace cheques as appropriate over the term of the loan. **The City will not provide partial loan amounts or progress payments.**

#### **Loan Security and Postponement**

Loans will be secured through the registration of a lien placed on property title for the total amount of the loan. Liens will be noted on the tax roll and will be registered and discharged by the City. The Managing Director, Planning and City Planner or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the loan in circumstances where any of the registered mortgages are being replaced, consolidated or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property.

### **Loan Agreement**

Participating property owners in the financial incentive programs shall be required to enter into a loan agreement with the City. This agreement shall specify such items as (but not limited to) the loan amount, the duration of the loan, and the owner's obligation to repay the City for any monies received if the property is demolished before the loan period elapses. The agreement shall include the terms and conditions included in the program guidelines.

### **Repayment Provisions**

Loan repayments will begin six months after the advancement of funds, unless the repayment will begin during a *road construction* project; in that instance, the applicant can decide if the loan repayment will begin six months after the advancement of funds or after the *road construction* deferral period as determined in the Loan Repayment Deferral Due to Road Construction section has concluded. Repayment of the loan will be on a monthly basis and does not include interest. The monthly payment amount will be calculated based on the total loan amount divided by **114 payments**. Full repayment can be made at any time without penalty.

### **Transferable Loans**

At the discretion of the City, loans may be transferable to a new property owner providing that the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan. The new owner must enter into a new loan agreement with the City for the outstanding loan value at the time of purchase. Otherwise, where the ownership is transferred the outstanding balance of the loan shall immediately become due and payable by the selling property owner.

### **Façade Improvement Program – Forgivable Loan – Grant Terms**

Subject to the eligibility criteria detailed in the program guidelines, forgivable loans are set up to grant a percentage of the annual loan repayment back to the applicant over a 10-year period.

### **Forgivable Grant Amount**

Where applicable, and if confirmed in the City's *Commitment Letter*, a portion of the Façade Improvement loan may be forgivable and paid back to the applicant in the form of a grant to cover the lesser of:

- A maximum of \$12,500; or
- 25% of the loan amount.

### **Annual Grant Value**

Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 25% to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

For example:

\$50,000 Façade Improvement Loan

$Yearly\ Loan\ Repayments = \$50,000 / 114\ payments = \$438.60 / month \times 12\ monthly\ payments = \$5,263.20$

$Maximum\ Yearly\ Grant\ Value = \$5,263.20 \times 25\% = \$1,315.80$

$Maximum\ Yearly\ Grant\ Value\ multiplied\ by\ Pro-rated\ Yearly\ Grant\ Percentage = Yearly\ Grant\ Value$

$\$1,315.80 \times 50\%$  (assumes ground floor was only occupied for 50% of the *Calendar Year*) = \$657.90.

The grant value may differ from year to year based on targeted use occupancy. Grant amounts will be monitored to ensure the maximum Forgivable Grant Amount is not exceeded.

### **Grant Disbursement**

**PO** – The disbursement of the grant requires action by the applicant. During the first quarter of the *Calendar Year* the City will send out an acknowledgment letter requesting that the applicant

verify the number of actual months in which a targeted or non-targeted use actively occupied the ground floor of the building for the previous *Calendar Year*.

**PO** – To be eligible to receive the annual grant, the applicant must meet all conditions detailed in the program guidelines including:

- The loan must be in good standing with no arrears owing;
- All City of London realty taxes must be paid in full and the account deemed in good standing by the Taxation Division;
- There must be no outstanding debts to the City of London;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding City of London Building Division orders or deficiencies against the subject property;
- The acknowledgement letter is completed by the applicant and returned to City of London City Planning.

Having confirmed that the applicant has met all conditions of the program guidelines, the annual grant can be disbursed. *Providing misleading information can result in the default of the balance of the loan and the forfeiture of the ongoing grant.*

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## **15. Upgrade to Building Code Loan Program**

### **Upgrade to Building Code Loan Program – Purpose**

The Upgrade to Building Code Loan Program is intended to assist property owners with the financing of building improvements that are often necessary to ensure older buildings comply with current Building Code Requirements. The costs associated with these improvements frequently pose a major issue for building owners wanting to upgrade their properties. This issue is amplified in the Old East Village where much of the building stock is older and needs major rehabilitation. Through this program, the City provides a no interest 10-year loan for an eligible property. Loans will be issued to cover 50% of the cost of the eligible works to a maximum of \$200,000. In some locations (see the targeted incentive zone map for specific locations) a portion of these loans may be partially forgivable in the form of a grant from the City.

### **Upgrade to Building Code Loan Program – Objectives**

The overarching goals of this Program are to:

- Support the maintenance, improvement, beautification, and viability of the historic building stock in the Old East Village;
- Encourage the development of residential units in older buildings through conversion and adaptive re-use;
- Support the development of distinctive, interesting and attractive commercial spaces in existing buildings to assist in the regeneration of the Old East Village;
- Help ensure that buildings are safe for residents, patrons, and visitors alike by meeting Ontario Building Code and Fire Code regulations;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law.

### **Upgrade to Building Code Loan Program – Eligible Works**

Eligible works that will be financed through this program include improvements that are demonstrated to be necessary to meet Building and Fire Code requirements, address one or more health and safety issues, and accessibility and/or environmental sustainability issues. Examples of works that may be eligible under this program include:

- The installation or alteration of fire protection systems such as sprinklers, stand pipes, fire alarms, emergency power, lighting, and exit signs;
- Installation or alteration of fire separations, fire doors, fire shutters and other fire protection devices;
- The relocation of fire escapes and the installation of new exit facilities;
- The extension of plumbing and electrical services for the creation of habitable space;
- The replacement of plumbing, electrical, and mechanical systems that no longer meet Building Code requirements;
- The construction or alteration of stairs, guards, handrails, etc.;
- The reinforcement or reconstruction of floors, walls, ceilings or roofs;
- The installation or alteration of required window openings to residential spaces;
- Required improvements to ventilation systems;
- Improvements for barrier-free accessibility including elevators, ramps, and washrooms;
- Improvements for green, or sustainable developments such as living walls and green roofs;
- Improvement to basements, or other such spaces that can be occupied and are located below the first storey;
- Asbestos abatement, including the removal, enclosure and/or encapsulating to prevent building occupant from being exposed to the fibers;
- Renovations required to remove moulds (or other materials caused by water-damage from interior building materials), replace affected materials and install vapour barriers;
- Professional fees for the preparation of drawings and/or technical specifications required for eligible works (limited to the lesser of a maximum of \$5,000 or 10% of the loan);
- Other improvements related to health and safety issues at the discretion of the Managing Director of Planning and City Planner or designate.

### **Upgrade to Building Code Loan Program – Loan Terms**

#### **Period**

The loan will be interest free and will be amortized over a 10 year period.

### **Loan Amount**

Loans will be issued to cover the lesser of:

- 50% of the cost of the eligible works per buildings; or
- A maximum of \$200,000 per building.

While more than one *discrete building* on a single property may be eligible for a loan, loans will not exceed 50% of the cost of the eligible works that relate to each *discrete building*.

More than one loan may be issued for each *discrete building* on each property, but the sum of these loans must not exceed the maximum loan amount of \$200,000 per *discrete building*.

### **Loan Distribution**

The City will provide the applicant with one cheque in the full amount of the approved loan after: (1) the City has completed its due diligence to ensure the applicant and property remain eligible for the loan, (2) the Loan Agreement has been signed, and (3) the first 12 months of post-dated cheques (to be used for the first year repayment of the loan) are received. City of London Accounts Receivable staff will contact the applicant annually to request a supply of cheques in subsequent years. **PO** – The applicant will notify the City about any changes to their banking arrangements and replace cheques as appropriate over the term of the loan. **The City will not provide partial loan amounts or progress payments.**

### **Loan Security and Postponement**

Loans will be secured through the registration of a lien placed on property title for the total amount of the loan. Liens will be noted on the tax roll and will be registered and discharged by the City. The Managing Director, Planning and City Planner or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the loan in circumstances where any of the registered mortgages are being replaced, consolidated or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property.

### **Loan Agreement**

Participating property owners in the financial incentive programs shall be required to enter into a loan agreement with the City. This agreement shall specify such items as (but not limited to) the loan amount, the duration of the loan, and the owner's obligation to repay the City for any monies received if the property is demolished before the loan period elapses. The agreement shall include the terms and conditions included in the program guidelines.

### **Repayment Provisions**

Loan repayments will begin six months after the advancement of funds, unless the repayment will begin during a *road construction* project; in that instance, the applicant can decide if the loan repayment will begin six months after the advancement of funds or after the *road construction* deferral period as determined in the Loan Repayment Deferral Due to Road Construction section has concluded. Repayment of the loan will be on a monthly basis and does not include interest. The monthly payment amount will be calculated based on the total loan amount divided by **114 payments**. Full repayment can be made at any time without penalty.

### **Transferable Loans**

At the discretion of the City, loans may be transferable to a new property owner providing that the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan. The new owner must enter into a new loan agreement with the City for the outstanding loan value at the time of purchase. Otherwise, where the ownership is transferred the outstanding balance of the loan shall immediately become due and payable by the selling property owner.

### **Upgrade to Building Code Loan Program – Forgivable Loan – Grant Terms**

Subject to the eligibility criteria detailed in the program guidelines, Forgivable Loans are set up to grant a percentage of the annual loan repayments back to the applicant over a 10-year period.

### **Forgivable Grant Amount**

Where applicable, and if confirmed in the City's *Commitment Letter*, a portion of the Upgrade to Building Code loan may be forgivable and paid back to the applicant in the form of a grant to cover the lesser of:

- Maximum of \$25,000; or
- 12.5% of the loan amount.

### **Annual Grant Value**

Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 12.5% to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

For example:

\$150,000 Upgrade to Building Code Loan

*Yearly Loan Repayments* = \$150,000 / 114 payments = \$1,315.79 / month x 12 monthly payments = \$15,789.48

*Maximum Yearly Grant Value* = \$15,789.48 x 12.5% = \$1,973.69

*Maximum Yearly Grant Value* multiplied by *Pro-rated Yearly Grant Percentage* = *Yearly Grant Value*

\$1,973.69 x 100% (assumes ground floor was occupied for the entire *Calendar Year*) = \$1,973.69.

The grant value may differ from year to year based on targeted use occupancy. Grant amounts will be monitored to ensure the maximum Forgivable Grant Amount is not exceeded.

### **Grant Disbursement**

**PO** – The disbursement of the grant requires action by the applicant. During the first quarter of the calendar year the City will send out an acknowledgment letter requesting that the applicant verify the actual number of months in which a targeted or non-targeted use actively occupied the ground floor of the building for the previous *Calendar Year*.

**PO** – To be eligible to receive the annual grant, the applicant must meet all conditions detailed in the program guidelines including:

- The loan must be in good standing with no arrears owing;
- All City of London realty taxes must be paid in full and the account deemed in good standing by the Taxation Division;
- There must be no outstanding debts to the City of London;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding City of London Building Division orders or deficiencies against the subject property;
- The acknowledgement letter is completed by the applicant and returned to City of London City Planning.

Having confirmed that the applicant has met all conditions of the program guidelines, the annual grant can be disbursed. *Providing misleading information can result in the default of the balance of the loan and the forfeiture of the ongoing grant.*

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## **16. Rehabilitation and Redevelopment Tax Grant Program (“Tax Grant”)**

\* This program does not apply to the Entertainment and Recreation Zone as identified in the Old East Village Community Improvement Plan \*

### **Tax Grant Program – Purpose**

The Tax Grant is intended to provide economic incentive for the rehabilitation and/or redevelopment of residential and commercial properties in the Old East Village Improvement Project Area. The program helps property owners transition to a higher tax assessment as a result of property improvements. Through this program, the City provides a ten-year tax grant for an eligible property, with annual grant amounts declining over this ten-year period. The total grant value is based on the increase in municipal taxes resulting from the rehabilitation and/or redevelopment of the property according to the MPAC assessment.

### **Tax Grant Program – Objectives**

The overarching goals of the Tax Grant are to:

- Stimulate and assist private property owners to rehabilitate buildings in the Old East Village to ensure long term viability;
- Encourage preservation of significant heritage resources;
- Foster a diverse and resilient economy.



### **Tax Grant Program – Eligible Works**

Eligible works that will be financed through this program include:

- Construction, erection, or placing of one or more buildings or structures on land that has the effect of increasing municipal property taxes;
- Additions or alterations to a building or structure that has the effect of increasing municipal property taxes;
- Other improvements related to health and safety issues at the discretion of the Managing Director of Planning and City Planner, or designate, that have the effect of increasing municipal property taxes.

### **Tax Grant Program – Additional General Eligibility Criteria and Conditions**

- All applicable property taxes owing for each year must be fully paid prior to the disbursement of any annual grant amount under this program. If property taxes are owing on a property for more than one full year, the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant;
- The City is not responsible for any costs incurred by an applicant in relation to the Grant program, including without limitation, costs incurred in application of a grant;
- Notwithstanding any other calculations relating to the grant amount, the City will not pay an annual grant which is greater than the municipal portion of the property tax collected for a property in any one year (i.e. if a general reassessment substantially reduces annual property taxes on a property, the annual grant amount will be capped at the municipal portion of the property tax collected for that property in any one year);
- The annual grant is based upon changes in property taxes as a result of construction and improvement to the property, and is not based upon occupancy or changes in occupancy;
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved;
- The amount of the grants provided for a property over the life of this program will not exceed the value of the work done that resulted in the increased level of municipal tax assessment. For this reason the amount of grants may be monitored in relation to the total value of work done and the grants will cease if they equal the value of the work done;
- The applicant will be responsible for ensuring that they can be contacted by the City for the purpose of delivering grant cheques. If applicants cannot be reached over a protracted period (greater than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant. **PO** – The property owner will notify the City if mail or email address changes throughout the term of the Tax Grant program;
- In instances where a participating Level 1, Level 2, or Level 3 Grant property has undergone a tax reclassification during the period of an executed grant agreement, the municipality reserves the right to recalculate the grant schedule to reflect the new tax class of the participating property. Should it be determined that the grant agreement and grant schedule is no longer appropriate because it results in grants not reflecting the new tax class, the value of the taxes received and the value of grants provided, the municipality reserves the right to amend the current agreement and establish a new grant schedule and grant agreement for the balance of the grant period. This amended grant agreement and grant schedule may be pro-rated to reflect the date of reclassification;
- Tax increases that result from a general reassessment, a change in tax legislation or an increase in the mill rate will not be considered for the purposes of calculating the grant. The annual tax increment will be held constant over the ten-year grant period (i.e. changes in mill rate or phased in assessment increases after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment);
- If buildings are to be demolished in order to clear the site for redevelopment, a demolition permit must be obtained prior to any demolition work. Failure to obtain a demolition permit will result in the application being ineligible for this program;
- In instances where a participating Level 1 or Level 2 Grant property is demolished in whole before the grant period elapses the grant shall become forfeit and is to be repaid to the City no later than 30 days after the demolition has occurred;
- For participating Level 1, Level 2, or Level 3 Grant properties, demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for grant repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City and a demolition permit is obtained;
- Proposed development within the Old East Village Community Improvement Project Area must be consistent with the vision for the Village Core and the vision for the Village Annex as outlined in the Old East Village Community Improvement Plan to the satisfaction of the

Managing Director, Planning and City Planner or designate. This condition does not apply to properties within the Area of Transition.

### **Eligibility for Level 1: Grants for Rehabilitation of Heritage Designated Properties**

Grant Level 1 of the Tax Grant program applies to properties that are individually designated under Part IV of the *Ontario Heritage Act* and where the buildings or structures are rehabilitated or renovated in such a way that would not compromise the reasons for designation. The eligibility requirements for this program level are:

- The property shall be designated under Part IV of the *Ontario Heritage Act* (in other words, is not just listed in the Inventory of Heritage Resources);
- The property shall be rehabilitated/renovated such that it will not compromise the reasons for designation;
- A Heritage Alteration Permit shall be required prior to undertaking any work on a designated property;
- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

### **Eligibility for Level 2: Rehabilitation / Renovation Grants**

This level of the Tax Grant program applies to existing buildings that are rehabilitated or renovated to ensure longer-term viability. The purpose of this grant level is to further encourage finer-grained, small-scale revitalization projects. The eligibility requirements for this program level are:

- Property shall contain an existing building;
- For properties listed as Priority 1, 2 or 3 in the City of London's "Inventory of Heritage Resources" a Heritage Planner will be consulted to assess works to be undertaken;
- The property shall be rehabilitated/renovated such that it will be consistent with Council-approved Guidelines;
- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

### **Eligibility for Level 3: Redevelopment Grants**

This level of the Tax Grant program applies to new buildings that are developed on vacant or cleared sites. The purpose of this level is to encourage the rehabilitation of vacant or under-utilized sites. The eligibility requirements for this level of the program are:

- The property shall be redeveloped, such that the design of the new structure is consistent with Council-approved Guidelines;
- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

## **Tax Grant Program – Grant Terms**

### **Period**

Grants will be paid over a ten-year period, with Year 1 being the first full calendar year that taxes are paid after the project is completed and reassessed. For example, where a project is completed and the property is reassessed on February 28, 2017 the grant recipient will receive a Year 1 grant at the end of 2018 (after a full year of taxes are paid at the new rate in 2018). However, where the total value of the grant is less than or equal to one thousand dollars (\$1,000), a one-time lump sum payment of the total grant amount as detailed in the grant agreement will be issued.

### **Calculation of Annual Tax Increment**

See Definitions.

### **Grant Amount**

The amount of the grant will vary from project to project and will decline over the course of the 10-year payback period. The grant will be based on the increase in the municipal portion of property taxes that is directly related to the eligible project (in other words, the tax increase that results from the improvements to the property) and the assigned *Year/Level Factor*, as shown below:

Part IV Heritage Designated		Existing Buildings		Vacant or Cleared Land	
Year	Level 1	Year	Level 2	Year	Level 3
1	100 %	1	70 %	1	60 %
2	100 %	2	70 %	2	60 %
3	100 %	3	60%	3	50 %
4	90 %	4	50%	4	40 %
5	80 %	5	40%	5	30 %
6	70 %	6	30%	6	20 %
7	60 %	7	20%	7	10 %
8	50 %	8	10%	8	10 %
9	40 %	9	10%	9	10 %
10	30 %	10	10%	10	10 %

**PO** – Please note that the reassessment could take one to two years or longer. It is the property owner’s responsibility to notify City Planning about an increase in property assessment related to the improvement project in order to activate the grant program.

**Grant Agreement**

Participating property owners in the Tax Grant program shall be required to enter into a grant agreement with the City. This agreement shall specify such items as (but not limited to) the applicable grant level, the duration of the grant, and the owner's obligation to repay the City for any grants received if the property is demolished before the grant period elapses. The agreement shall include the terms and conditions included in the program guidelines.

**Grant Distribution**

At the end of each year, City Planning will provide a list of grant properties to the Finance and Corporate Services Taxation Division requesting confirmation that all taxes have been paid for the previous year and that the tax accounts are in good standing. City Planning will also confirm that any outstanding loans relating to the properties are in good standing and finally City Planning will verify that there are no outstanding orders or bylaw contraventions relating to the properties. Upon receiving such confirmation, City Planning will contact applicants and provide them with their grant cheques. The City aims to provide grant cheques in the first quarter of the following year.

**Transferable Grants / Condominium Projects**

If a participating property is sold, in whole or in part, before the grant period elapses, the applicant and/or the subsequent landowner is not entitled to outstanding grant payments (on either the portion sold or retained by the applicant). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive outstanding grant payments under this program.

For the purposes of sale of condominium units, the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement.

**PO** - The property owner who is selling a property with active loans or grants should contact City Planning prior to finalizing the sale in order to either repay the loans to remove the liens or transfer the outstanding loan or grant balance to the new property owner (if the new property owner agrees to take on the loan or grant).

**17. Combined Residential Development Charges (DC) and Tax Grant Program**

\* This program does not apply to the Entertainment and Recreation Zone as identified in the Old East Village Community Improvement Plan \*

**DC & Tax Grant Program – Purpose**

The Combined Residential Development Charges (DC) and Tax Grant program is intended to provide economic incentive for the development of residential properties in the Old East Village Community Improvement Project Area. Through this program, the City provides a combined 10-year grant for an eligible property. The grants cover 100% of the residential development charges and a portion of the increase in municipal taxes resulting from the development of the property (as outlined in the Tax Grant Program Section).

### **DC & Tax Grant Incentive – Objectives**

The overarching goals of this combined program are to:

- Promote intensification and redevelopment within the existing built-up area;
- Encourage the development of residential units in older buildings through conversion and adaptive re-use;
- Strengthen the Old East Village property assessment base;
- Bring participating buildings and properties within the Old East Village Community Improvement Project Area into conformity with the City of London Property Standards By-law and Building Code.

### **DC & Tax Grant Program – Eligible Works**

Eligible works that will be financed through this program include:

- The construction, erection, or placement of one or more buildings or structures on a property that has the effect of creating new dwelling units for which residential Development Charges are required to be paid in accordance with the Development Charges By-law;
- The addition or alteration to a building or structure that has the effect of creating new dwelling units for which residential Development Charges are required to be paid in accordance with the Development Charges By-law;
- Multi-unit residential and mixed use buildings will be considered and funded as single projects; however, the Grant will only apply to the residential DC portion of a mixed use building.

### **DC & Tax Grant Incentive – Additional Application Requirements**

- The application must be submitted prior to or coincident with the application of a building permit;
- Under no circumstances shall an applicant have their Development Charges payable waived by this program and also receive DC grant funding disbursed by the City to the applicant;
- All additional application requirements found in the Rehabilitation and Redevelopment Tax Grant Program ("Tax Grant") section also apply to the Combined DC & Tax Grant Program.

### **DC & Tax Grant Incentive – Grant Terms**

- All construction and improvements made to buildings and/or land shall be made pursuant to a building permit, and/or other required permits, and constructed in accordance with the Ontario Building Code and all applicable Official Plan, Zoning By-law, and any other planning requirements and approvals.

### **Calculation of Annual Tax Increment**

See Definitions.

### **Period**

The combined Residential Development Charge and Tax Grant commences in the same year (after re-assessment by MPAC). The scheduled grant will be equivalent to 100% of the municipal portion of the tax increment each year until all the DCs have been repaid. The grants will generally be over a 10 year period, equivalent to 100% of the municipal portion of the *Annual Tax Increment* each year until all the DCs have been repaid. The Residential Development Charge grant payment period may extend beyond 10 years with annual payments being made, until such time that the applicant receives a grant for the full amount of the Residential DCs paid. The Tax Grant program will expire after 10 years.

Example of a Level 3 Project with a net residential development charge of \$4 million and an *Annual Tax Increment* of \$650,000:

Table 3 – Level 3 Combined DC and Tax Grant Example

Development Charges:		\$4,000,000			
Annual Tax Increment:		\$650,000			
Assessed Value:		\$55,000,000			
Year	Tax Grant		DC Grant		Annual Grant Amount
	Rate (%)	\$	Rate (%)	\$	= (100% of increment)
1	60	\$390,000	40	\$260,000	\$650,000
2	60	\$390,000	40	\$260,000	\$650,000
3	50	\$325,000	50	\$325,000	\$650,000
4	40	\$260,000	60	\$390,000	\$650,000
5	30	\$195,000	70	\$455,000	\$650,000
6	20	\$130,000	80	\$520,000	\$650,000
7	10	\$65,000	90	\$585,000	\$650,000
8	10	\$65,000	90	\$585,000	\$650,000
9	10	\$65,000	90	\$585,000	\$650,000
10	10	\$65,000	90	\$35,000	\$100,000
Total		\$1,950,000		\$4,000,000	\$5,950,000

**Grant Amount**

The amount of the grant will be based upon:

- The value of net residential Development Charges paid to the City for the eligible project as calculated by the Chief Building Official (or designate) at the time of application;
- The increase in the municipal portion of property taxes that is directly related to the eligible project (in other words, the tax increase that results from improvements to the property).

**Grant Agreement**

Participating property owners in the combined Residential Development Charges and Tax Grant program shall be required to enter into a grant agreement with the City. This agreement shall specify such items as (but not limited to) the applicable grant level, the duration of the grant, and the owner's obligation to repay the City for any grants received if the property is demolished before the grant period elapses. The agreement shall include the terms and conditions included in the program guidelines.

**Grant Distribution**

At the end of each year, City Planning will provide a list of grant properties to the Finance and Corporate Services Taxation Division requesting confirmation that all taxes have been paid for the previous year and that the tax accounts are in good standing. City Planning will also confirm that any outstanding loans relating to the properties are in good standing and finally City Planning will also verify that there are no outstanding orders or bylaw contraventions relating to the properties. Upon receiving such confirmation, City Planning will contact applicants and provide them with their grant cheques. The City aims to provide grant cheques in the first quarter of the following year.

**Transferable Grants / Condominium Projects**

If a participating property is sold, in whole or in part, before the grant period elapses, the applicant and/or the subsequent landowner is not entitled to outstanding grant payments (on either the portion sold or retained by the applicant). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive outstanding grant payments under this program.

For the purposes of sale of condominium units, the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement.

**PO** - The property owner who is selling a property with active loans or grants should contact City Planning prior to finalizing the sale in order to either repay the loans to remove the liens or transfer the outstanding loan or grant balance to the new property owner (if the new property owner agrees to take on the loan or grant).

# OLD EAST VILLAGE GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

Application No.:

Name of Property Owner(s):

Address of Project:

Legal Description of Property (Lot and Plan Number):

Roll Number(s):

Mailing Address of Owner:

Telephone No.:

Fax No.:

**Heritage Alteration Permit Information:**

Date Permit Approved (attach copy):

Designating By-Law:

**PROJECT INFORMATION (Attach copy of Building Permit)**

Building Permit Number:

Date of Permit:

Value of Project (from Building Permit):

Application Tracking Information ( <b>for Staff use only</b> )	Date and Staff Initials
Application Accepted	
Pre-improved Assessment Value Determined	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Preparation of Schedules	
Post-improved Assessed Value Determined	
Planning Division Receives Grant Schedules from Finance & Admin.	
Applicant Chooses Grant Schedule	
Date of Lump Sum Payment (\$1,000 or less)	
First Grant Cheque Issued	
Last Grant Cheque Issued - File Closed	

# OLD EAST VILLAGE GRANT AGREEMENT

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**GRANT CALCULATION:**

Grant Level:

Pre-improved assessed value:

Date:

Post-improved assessed value:

Date:

Increase in assessed value after adjustments:

Applicable tax (mill) rate (municipal portion):

Annual tax increment:

Net Residential Development Charges paid:

**Schedule 1**

Year (Tax Year)	Year/Level Factor	Tax Grant (\$)	Residential Development Charges Grant (\$)
1	%	\$	\$
2	%	\$	\$
3	%	\$	\$
4	%	\$	\$
5	%	\$	\$
6	%	\$	\$
7	%	\$	\$
8	%	\$	\$
9	%	\$	\$
10	%	\$	\$
<b>Total</b>		<b>\$</b>	<b>\$</b>

Lump Sum Payment Amount (if applicable):

# OLD EAST VILLAGE GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

## **Conditions:**

1. The term "Applicable Tax (Mill) Rate" refers to the General, or Municipal portion only of the total tax (mill) rate paid. It does not include such taxes/charges as Education, Transportation, Local Improvement, or other "area charges", Business Improvement Area (BIA) levy, or any Phase In, or Encroachment Fee. Changes in the tax (mill) rate or phased in assessment increases after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment.
2. Grants are not payable by the City until such time as all additional assessment eligible for grant has been added to an assessment roll by the Municipal Property Assessment Corporation, all taxes eligible for grant have been billed by the City, and all taxes outstanding including billed taxes that have not yet become due are paid in full for all years by the taxpayer. Grants are also not payable by the City until such time as all possible assessment appeals relating to value of the land before the additional assessment or to the value of the additional assessment have been filed and decided. If property taxes are owing on a property for more than one full year, the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant.
3. Notwithstanding any other calculations relating to the grant amount, the City will not pay an annual grant which is greater than the municipal portion of the property tax collected for a property in any one year (i.e. if a general reassessment substantially reduces annual property taxes on a property, the annual grant amount will be capped at the municipal portion of the property tax collected for that property in any one year).
4. The applicant(s) for a Tax Grant and Residential Development Charges Grant must be the registered owner(s) of the subject property.
5. Separate applications must be made for each discrete property under consideration for a grant.
6. The annual grant is based upon changes in property taxes as a result of construction and improvement to the property, and is not based upon occupancy or changes in occupancy.
7. The total value of the grants provided under this program over the full term of the grant payment shall not exceed the value of the work done. Furthermore, the amount of the grant shall not exceed the municipal portion of the tax bill. Taxes and charges including transit and education taxes and cap adjustments, phase-ins or claw back amounts are excluded in the calculation.
8. Tax increases that result from a general reassessment, a change in tax legislation or an increase in the mill rate will be not be considered for the purposes of calculating the grant. The annual tax increment will be held constant over the ten-year grant period (i.e. changes in mill rate after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment).

# OLD EAST VILLAGE GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

9. If a participating property is demolished in whole before the rebate grant elapses it shall cause the grant to be forfeited and be repayable to the municipality. Demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City. In the event of demolition in the absence of the consent of the City, either partial or complete, the forfeited grant shall be repayable within ninety (90) days of notice being provided by the City to the applicant that the funds already provided have been deemed to be forfeited and are now due to be repaid. In addition, any amount of future grant money to be paid in accordance with Schedule 1 is deemed forfeited.
10. The amount of the grants provided for a property over the life of this program will not exceed the value of the work done that resulted in the increased level of municipal tax assessment. For this reason the amount of grants may be monitored in relation to the total value of work done and the grants will cease if they equal the value of the work done.
11. The applicant will be responsible for ensuring that they can be contacted by the City for the purpose of delivering grant cheques. The City will make reasonable efforts to reach the applicant by way of written correspondence to the address in this Agreement, or any last known address provided by the applicant to the City. If applicants cannot be reached over a protracted period (greater than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant.
12. In those instances where the total value of the grant over the full term of the grant period is less than or equal to one thousand dollars (\$1,000), the City may exercise, at its own discretion, the option of issuing a one-time lump sum payment of the total grant amount.
13. Any portion of the property that is sold (excluding one or more condominium units) during a calendar year, will not be eligible for a grant rebate for that entire year or subsequent years of the grant schedule. The grant schedule included in this agreement will be modified each year, as necessary, to reflect the sale of the property or portions thereof. For the purposes of sale of condominium units, where the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement
14. Any appeals of the property's assessed value that result in a reduction in the assessed value of the property, will cause the entire 10-year grant schedule to be re-calculated recognizing the property's revised assessed value.
15. In those instances where a participating property has undergone a tax reclassification and the municipality has determined that an amended grant agreement and grant schedule is required, the participating property owner agrees to the amendment of the grant agreement and grant schedule and the execution of an amended grant agreement and grant schedule.

# OLD EAST VILLAGE GRANT AGREEMENT

*THIS AGREEMENT CONSISTS OF FIVE PAGES*

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of five pages) and the terms and conditions of the Tax Grant Program and Residential Development Charge Grant Program guidelines (as attached).
- B. I/WE HEREBY CERTIFY that the information given above is true, correct and complete in every respect and may be verified by the municipality. The City is relying upon the information provided by the applicant and if the information in this agreement, or the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole, prior to the expiration of the grant period, any funds paid under this Program shall immediately be forfeited and all previously received grant payments will become due and repayable to the City. Demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City.
- D. I/WE HEREBY AGREE that if the ownership of the lands described herein, and in receipt of a grant under this program, is transferred to any person other than the signatory of this agreement (Owner), by sale, assignment, or otherwise, then this agreement shall no longer apply. The City may enter into an agreement with any subsequent owner to continue the agreement pursuant to any conditions that the City may apply or may choose to discontinue the applicable grant schedule.

I, \_\_\_\_\_ agree to the above conditions, and have the authority to bind the corporation named as property owner on page 1 of this agreement.

\_\_\_\_\_  
SIGNATURE (TITLE)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-SIGNATURE (TITLE)

\_\_\_\_\_  
DATE

This agreement is hereby approved, subject to the above-specified conditions.

\_\_\_\_\_  
SIGNATURE  
City Planning

\_\_\_\_\_  
DATE

Bill No. 104  
2020

By-law No. CPOL.-\_\_\_\_\_-\_\_\_\_

A by-law to adopt a new Council Policy By-Law  
entitled "Code of Ethics".

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to adopt a new Council policy entitled "Code of Ethics";

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

1. The policy entitled "Code of Ethics" attached hereto as Schedule "A" is hereby adopted.
2. This by-law comes into effect on the date it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

## Schedule A



**London**  
CANADA

### Code of Ethics

**Policy Name:** Code of Ethics

**Revision History:** N/A

**Last Review Date:** February 18, 2020

**Service Area Lead:** City Manager

### 1. Policy Statement

- 1.1 The Corporation of the City of London (“City”) is committed to providing transparent, ethical, and accountable public service. The City strives to conduct all of its business affairs in an open, impartial, honest, and effective manner that maintains the public trust.
- 1.2 This Code of Ethics establishes ethical standards of behaviour that must be followed by all City employees in carrying out their duties. In order to safeguard the public trust, all employees must demonstrate the highest standards of ethical behaviour, integrity, honesty, objectivity, and professionalism and are encouraged to disclose suspected ethical misconduct that may adversely impact the City and the public.

### 2. Definitions

- 2.1 **City Property** - Includes all real property, vehicles, tools, equipment, material, supplies, hardware, software, intellectual property and documents, including electronic versions of documents.
- 2.2 **Confidential Information** - Includes, but is not limited to, solicitor-client and litigation privileged information; records related to a prosecution; draft by-laws or staff reports; information or reports submitted or discussed at a closed session meeting of committees, council, boards or commissions; third party information supplied to the City in confidence that reveals a trade secret or scientific, technical, commercial, financial or labour relations information as provided for in section 10 of the [Municipal Freedom of Information and Protection of Privacy Act](#), (“MFIPPA”); personal information as defined in section 2 of MFIPPA; personal health information as defined in section 4 of the [Personal Health Information Protection Act, 2004](#) (“PHIPA”); records received in confidence from an upper level of government or Aboriginal community as defined in section 9 of MFIPPA; records related to labour relations or employment related matters; any other information collected, obtained or derived for or from records in the custody or under the control of the City that are, must, or may be exempt from disclosure under MFIPPA or PHIPA; and any information that may be subject to confidentiality pursuant to any other Act.
- 2.3 **Conflict/Conflict of Interest** - A situation in which an employee has, or is perceived to have, personal or private interests that may compete with the interests of the City or the public interest. Such personal or private interests may make it difficult, or be perceived to make it difficult, for the employee to remain impartial. A conflict exists even if no unethical or improper act results from it. A conflict of interest can either be an apparent (perceived) conflict or an actual conflict.  
  
**Apparent (Perceived) Conflict** - Exists when an informed and reasonable person could conclude that a conflict of interest exists, whether or not an actual conflict does exist.

**Actual Conflict** - Exists where a personal or private interest exists and that interest:

- 1) Is known to the employee; and
- 2) Has a connection to the employee's duties that is sufficient to influence the exercise of those duties.

2.4 **Ethical Misconduct** - Business-related conduct that is contrary to the ethical standards outlined in this Policy, including but not limited to the following:

- Theft, embezzlement or misappropriation of funds, goods and supplies, equipment, resources and other assets or time;
- Fraud or other criminal activity;
- Misuse or abuse of authority in the context of purchasing supplies, providing services or other work duties;
- The use of City money, property, equipment, resources or authority for personal gain or other non-City business related purposes, except as permitted by City policy or otherwise approved in writing by the City;
- Using one's position with the City to secure advantage, benefit, favour, additional compensation and/or service for, including but not limited to, oneself, relatives, friends or associates;
- Promotion of political activities using one's title/position as a City employee;
- Conflict of interest (allowing personal interests to influence the objective exercise of one's duties);
- Breach of confidentiality;
- Showing undue favour to a contractor or supplier of goods/services contrary to applicable City policies and procedures;
- Illegally obtaining money including solicitation and/or acceptance of bribes;
- Intentionally providing false or incomplete information including falsification of records (cheques, promissory notes, time sheets, independent contractor agreements, purchase orders etc.);
- Manipulation, creation, alteration and/or approval of records or documents for other than a legitimate business purpose;
- Tampering with City systems, programs or global positions (GPS) devices for the purpose of misrepresenting information;
- Improprieties in the handling or reporting of money transactions;
- Participating in any activity that negatively impacts the reputation of the City; and
- Breach of public trust.

2.5 **Family Member** - For the purposes of this policy means:

- Spouse, any person to whom the person is married or with whom the person is living in a conjugal relationship
- Parent, including step parent, foster parent and legal guardian
- Children, including step children and foster children
- Siblings, including step siblings and half siblings
- In-laws, including father/mother-in-law, brother/sister-in-law, son/daughter-in-law
- Aunts and uncles
- Children of siblings
- Grandparents and grandchildren, including step grandparents/grandchildren
- Any family member who lives with the employee on a permanent basis

2.6 **Significant Social Relationship** - Includes personal relationships, such as family and emotional relationships, and memberships in volunteer and professional organizations.

### 3. Applicability

- 3.1 This Policy applies to all City employees, volunteers (excluding members of Advisory Committees, Special Committees and Task Forces), students on placement, and individuals contracted by the City on a “purchase for service” agreement (collectively called “employees” for the purposes of this Policy).

The Mayor, Councillors and members of Advisory Committees, Special Committees and Task Forces are governed by the Conduct for Council Members and the General Policy for Advisory Committees, as applicable.

### 4. The Policy

#### 4.1 Expected Standards of Ethical Behaviour

##### 4.1.1 General

- a) Employees are expected to conduct themselves with personal integrity, honesty, and diligence in the performance of their duties and must not engage in fraudulent, illegal or dishonest activities.
- b) Employees will perform their job functions in the best interests of the City and avoid placing themselves in situations where their personal or private interests may be in conflict with, or be perceived to be in conflict with, the interests of the City.
- c) When in doubt, employees may seek advice with respect to the application or interpretation of the standards of ethical behaviour outlined in this Policy from their Manager or Human Resources and must report any conflict of interest or perceived conflict of interest to their Manager.
- d) In certain circumstances, the duties and obligations set out in this Policy will continue after the employee leaves the City, including the obligation not to, directly or indirectly, use or disclose confidential information unless required by law or authorized in writing by the City.
- e) The standards and examples set out in this Policy identify obvious situations and do not exhaust the possibilities for ethical misconduct.
- f) The standards and duties set out in this Policy do not replace, remove, or supersede the duties and obligations required by applicable professional designations or regulatory bodies.
- g) Where there is a conflict between this Policy and any other policy of the City or duties and obligations required by applicable professional designations or regulatory bodies, the more stringent policy or standard shall apply.

##### 4.1.2 Confidentiality

Employees will honour the need for confidentiality and/or proprietary information with respect to information obtained in the course of their employment and will not utilize such information for personal gain or benefit, nor disclose confidential/proprietary information gained by reason of their position nor permit any person access to confidential information, except as required by law, including in accordance with the [Municipal Freedom of Information and Protection of Privacy Act](#), and the [Personal Health Information Protection Act, 2004](#) or authorized in writing by the City.

The obligation to maintain confidentiality, except as required by law or authorized in writing by the City, continues after the end of the employment relationship.

##### 4.1.3 Outside Employment or Business Activities

Employees who engage in any outside employment or business activity

shall do so in a manner which will not interfere with, place them in conflict with, or be reasonably perceived to interfere with or place them in conflict with, the performance of their duties as a City employee or in which an advantage would be derived from their employment with the City.

Outside employment or business activity must be reported in writing to the employee's Manager where a conflict or perceived conflict does or may exist. The Manager will refer the matter to Human Resources to determine what action is required, if any.

#### 4.1.4 Personal Conduct

Employees shall, in the course of their duties, uphold municipal, provincial and federal laws and shall ensure their conduct is in accordance with City by-laws, policies, and procedures, including but not limited to the [Respectful Workplace Policy](#), the [Workplace Violence Prevention Policy](#), and the [Use of Technology Administrative Procedure](#).

Employees shall ensure their conduct, whether in a personal or official capacity, does not bring the City into disrepute, or damage public confidence in the City. Employees shall ensure their personal conduct within the workplace and elsewhere does not adversely affect:

- a) Their ability to perform their official duties;
- b) The ability of other employees to perform their duties; or
- c) Public confidence in the employee's functions, in the City, or in the integrity of the public sector.

#### 4.1.5 Compensation or Business Gifts and Benefits

The compensation an employee is paid is intended to remunerate them for service to the City. An employee will not solicit, accept, arrange to accept, give, or request to be given a reward, gift, present, favour, advantage, benefit, or any form of entertainment or other compensation which a reasonable person would perceive as influencing the past, current and/or future performance of the employee's duties or business relationships with the City.

City employees who receive a gift in the performance of their duties will immediately advise their Manager.

#### 4.1.6 Financial/Non-financial Interests

A City employee involved in a decision-making process related to a contract, sale, business transaction, or other City matter who knowingly has a financial or non-financial interest in the matter, or has family members, business associates, or a significant social relationship with individuals with such interests, must disclose the interest to their Manager, in writing, and remove themselves from any decision-making process.

#### 4.1.7 Influencing the Employment Process

Employees shall comply with the [Hiring of Employees Policy](#), the [Recruitment and Selection Procedure](#) and the [Employment of Family Members Procedure](#).

#### 4.1.8 Preferential Treatment

Employees shall not use their position to give anyone preferential (i.e. special) treatment that would advance the employee's own private interest or that of any other party where such advance is contrary to the interests of the City, or would be otherwise contrary to the expected standards and duties set out in this Policy.

#### 4.1.9 City Property

Employees shall not use City property or permit City property to be used for activities not associated with the performance of their duties unless authorized to do so in writing by their Manager or otherwise permitted by City policy.

### 4.2 Roles and Responsibilities

#### 4.2.1 City Manager

- Lead and advance a culture rooted in the highest ethical standards for City employees.
- Provide overall administration of this Policy to ensure implementation and compliance.
- Provide guidance in interpreting the Policy.
- Determine and implement corrective and disciplinary actions to appropriately address and resolve ethical misconduct, including timely improvements to internal control systems and procedures.
- Oversee review of the Policy to ensure it continues to reflect changing needs and responsibilities of City administration and employees.
- Ensure tracking of ethical misconduct to identify trends, and improvements.

#### 4.2.2 Human Resources

- Distribute and provide training on the Policy to all new employees.
- Provide refresher and in-service training on the Policy as required.
- Provide support and consultation to employees, supervisors and managers in interpreting and administering this Policy.
- Oversee, through the Director of People Services, intakes of concerns and allegations of ethical misconduct.
- Oversee, through the Director of People Services, independent investigations of concerns of ethical misconduct as directed by the City Manager or delegate.
- Recommend appropriate corrective and disciplinary action to address and resolve incidents of ethical misconduct.
- Track all concerns and complaints under this Policy.
- Review the Policy in accordance with the Policy for the Establishment and Maintenance of Council Policies.

#### 4.2.3 Managers

- Ensure all employees have been provided with and review the Policy and are provided with any updates.
- Provide guidance in interpreting the Policy.
- Incorporate Code of Ethics discussions into staff meetings and highlight any areas that have particular relevance to employees' work.
- Take appropriate measures to reduce the risk of ethical misconduct, particularly for positions identified as posing a high risk.
- Consult with Human Resources or the City Manager if interpretation of the Policy is required.
- Report any violation of the Policy to the Director of People Services, the Deputy City Manager, or City Manager as required.
- Implement disciplinary and/or corrective actions to address and resolve incidents of ethical misconduct, including improvements to internal control systems and procedures.

#### 4.2.4 All Employees

- Adhere to the standards set out in this Policy.
- Regularly review the Policy and all amendments to the Policy and participate in related training.
- Seek clarification if unsure about any information included in the

- Policy.
- Consult with immediate manager or Human Resources for guidance if suspect potential ethical misconduct has occurred.
- Cooperate in investigations of alleged ethical misconduct upon request.
- Maintain confidentiality related to investigations of alleged ethical misconduct as required.

#### 4.3 Disclosure of Ethical Misconduct

Any employee who has a concern that ethical misconduct has occurred is encouraged to notify their Manager, Managing Director, the Director of People Services, the Deputy City Manager, or City Manager as soon as possible.

Concerns of ethical misconduct received by City management from any source (employees, members of the public, customers etc.) must be immediately reported to the Director of People Services or to the City Manager if the Director of People Services is implicated in the allegation.

#### 4.4 Investigations

All concerns of ethical misconduct will be investigated as appropriate in the circumstances in a thorough, fair and objective manner. Unless otherwise directed by the City Manager, investigations shall be overseen by the Director of People Services or designate, in consultation, where appropriate, with other applicable management employees and the City Solicitor or delegate. Findings will be reported to the City Manager.

##### Concerns Involving the City Manager, Deputy City Manager, and Managing Directors

The Director of People Services shall immediately refer all concerns of ethical misconduct against the City Manager, Deputy City Manager, and/or a Managing Director to a third party external investigator for investigation. Findings shall be reported to the City Manager unless the City Manager is implicated in the concern in which case findings shall be reported to City Council.

##### Concerns Involving the Director of People Services

The City Manager shall immediately refer all concerns of ethical misconduct against the Director of People Services to a third party external investigator for investigation as appropriate in the circumstances. Findings shall be reported to the City Manager.

#### 4.5 Corrective and/or Disciplinary Action

Where a finding of ethical misconduct has been made, the City Manager or delegate, in consultation with the applicable Manager, Director of People Services, and City Solicitor (or their delegates), as appropriate, will determine appropriate corrective and/or disciplinary action, subject to applicable Council by-laws, policies and procedures.

Where a finding of ethical misconduct has been made against the City Manager, City Council, in consultation with the external investigator and such other internal and/or external resources as required and appropriate, will determine appropriate corrective and/or disciplinary action.

Where it is determined that corrective action or disciplinary action is to be taken against an employee, such action may include, but is not limited to, the following:

- An apology
- Coaching or counselling
- Education or training
- Warning

- Suspension or leave without pay
- Demotion
- Transfer
- Termination of employment

Where warranted, an employee may also be subject to prosecution or other legal proceedings in accordance with applicable municipal, provincial and federal law.

#### 4.6 Interim Measures

In certain circumstances, it may be necessary for the City to take immediate measures, for example, to protect City or public property or assets, maintain the public trust, or to ensure the integrity of the investigation process. In such a case, interim measures shall be determined by the Director of People Services, or designate, in consultation, where appropriate, with the City Manager, City Solicitor (or their delegates) and/or other applicable members of management. Interim measures may include relocating the employee alleged to have engaged in ethical misconduct, or placing that employee on a non-disciplinary suspension with pay pending the outcome of the investigation. The implementation of interim measures does not mean that conclusions have been reached relating to the concerns.

#### 4.7 Employee Supports

The City recognizes that involvement in a workplace investigation may be stressful and emotionally upsetting. Employees who have raised a concern or been accused of ethical misconduct, witnesses, and other affected employees may access the counselling services and support provided by the City's employee assistance provider.

Employees who have raised or been accused of ethical misconduct also have the right to be accompanied by a support person of their choice during meetings relating to a complaint made pursuant to this Policy, including their Union/Association representative, if applicable, or a trusted friend (e.g. another manager if they are a management employee).

#### 4.8 Reprisal

The Corporation will not tolerate reprisal against any individual because they:

- Have sought information or advice about making a disclosure about ethical misconduct;
- Have made a disclosure of ethical misconduct in good faith;
- Have initiated or co-operated in an investigation or other process related to a disclosure of ethical misconduct;
- Have appeared as a witness, given evidence or participated in any proceeding relating to the ethical misconduct, or is required to do so;
- Have alleged or reported a reprisal; or
- Are suspected of any of the above actions.

An employee who believes they are the subject of a reprisal or who becomes aware of a reprisal against another individual, shall notify the Director of People Services, the Deputy City Manager, or City Manager as soon as possible.

Allegations of reprisal will be investigated as appropriate in the circumstances and, where the investigation substantiates the allegations, the employees involved will be subject to disciplinary action up to and including dismissal as determined by the City Manager or delegate in consultation with the Director of People Services and City Solicitor or their delegates, where appropriate.

In the event allegations of reprisal involving the City Manager are substantiated, City Council, in consultation with the external investigator and such other external and internal resources as required and appropriate, shall determine appropriate corrective and disciplinary actions.

#### 4.9 Vexatious/Bad Faith Complaints

Any employee who knowingly makes a false allegation of ethical misconduct in bad faith or who knowingly makes a false or misleading statement that is intended to mislead an investigation of a concern of ethical misconduct, may be subject to disciplinary actions noted above as determined by the City Manager or delegate in consultation with the Director of People Services and City Solicitor or their delegates, as appropriate.

An allegation is vexatious or made in bad faith if it is made for the purpose of annoying, embarrassing or harassing the respondent, out of spite or vindictiveness, or the individual making the allegation is engaging in improper behaviour such as fraud, deception, or intentional misrepresentation.

A concern or allegation that is made in good faith but is not substantiated is not considered vexatious or to be made in bad faith.

#### 4.10 Confidentiality

The administration of this Policy will be in accordance with the [Municipal Freedom of Information and Protection of Privacy Act](#) ("MFIPPA"). All concerns received under this Policy and related investigations will be considered strictly confidential subject to the City's obligation to conduct a thorough investigation, take appropriate corrective and/or disciplinary action, or to otherwise disclose information as required by law. The individual who raised the concern, the employee who is alleged to have engaged in ethical misconduct, and any witnesses are also expected to maintain confidentiality. Unjustified breaches of confidentiality will result in corrective and/or disciplinary action.

#### 4.11 Records

Where an investigation results in corrective and/or disciplinary action against an employee, a record of such action will be placed in the employee's Human Resources file. Where there is insufficient evidence to prove that ethical misconduct occurred, no record of the complaint shall be placed in the respondent's Human Resources file.

All records pertaining to enquiries and concerns under this policy will be kept in confidential storage separate from employees' Human Resources files. All records will be subject to the provisions of [MFIPPA](#) as noted above and the City's Records Retention by-law.

#### 4.12 Communication and Training

This policy shall be provided to all new employees upon hire and shall be posted on the City's intranet, on the City's website, and in the City's workplaces.

New employees will receive mandatory training on this policy upon hire. Thereafter, as appropriate, they will receive refresher or in-service training as appropriate.

#### 4.13 Policy Review Process

To ensure this policy remains relevant and current, it shall be reviewed in accordance with the [Policy for the Establishment and Maintenance of Council Policies](#).

#### 4.14 Policy Implementation

Implementation of this Policy will be in accordance with applicable Council and/or Corporation by-laws, policies and procedures, legislation, and collective agreement provisions.

#### 4.15 Related Policies and Procedures

- [Access and Privacy Policy](#)
- [Accountability & and Transparency to Public Policy](#)
- [City of London Code of Conduct for Building Officials](#)
- [Civic Administration Appointments to Boards, Commissions and Advisory Committee Policy](#)
- [Code of Conduct for Members of Council](#)
- [Employment of Family Members Procedure](#)
- [Formal Investigation Process](#)
- [General Policy for Advisory Committees](#)
- [Hiring of Employees Policy](#)
- [Procurement of Goods & and Services Policy](#)
- [Promotion of Corporate Products to City Employees](#)
- [Recruitment and Selection Procedure](#)
- [Use of City of London Resources for Election Purposes](#)
- [Use of Technology Administrative Procedure](#)
- [Workplace Violence Prevention Policy](#)

Bill No. 105  
2020

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Old Victoria Road, south of Hamilton Road).

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Old Victoria Road, south of Hamilton Road, namely:

“Part of Blocks 3 and 14 on Registered Plan 33M-544 in the City of London and County of Middlesex, designated as Parts 1, 2, 3 and 5 on Reference Plan 33R-20553.”

2. This by-law comes into force and effect on the day it is passed.

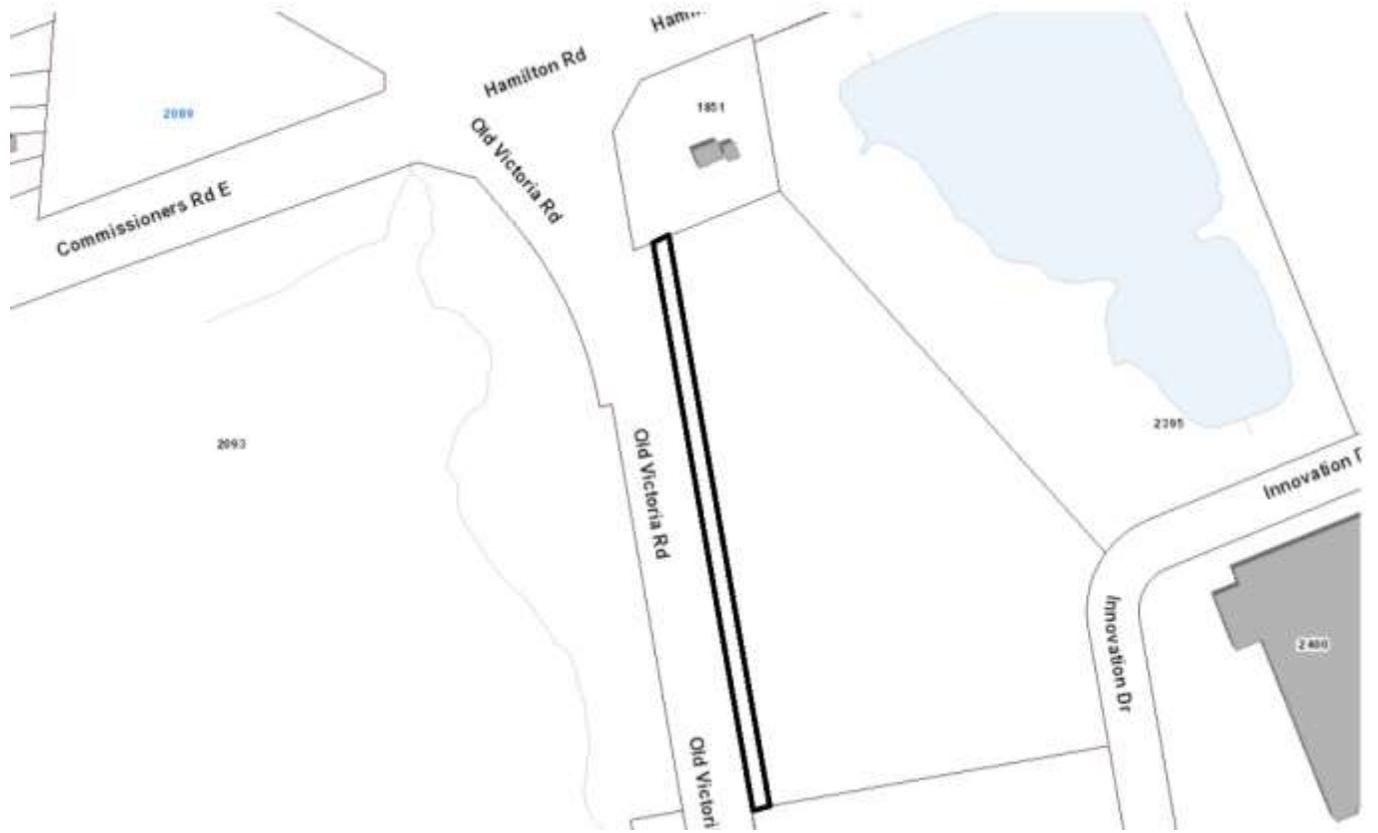
PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

# LOCATION MAP



 SUBJECT LANDS

Bill No. 106  
2020

By-law No. Z.-1-20\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at located at 435 Callaway Road (formerly 365 Callaway Road).

WHEREAS Wastell Homes has applied to remove the holding provision from the zoning for the lands located at 435 Callaway Road (formerly 365 Callaway Road), as shown on the map attached to this by-law, as set out below;

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

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 435 Callaway Road (formerly 365 Callaway Road), as shown on the attached map, to remove the holding provision so that the zoning of the lands as a Residential R5/R6 Special Provision (R5-3(19)/R6-5(53)) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020



Bill No. 107  
2020

By-law No. Z.-1-20\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1600/1622 Hyde Park Road and 1069 Gainsborough Road.

WHEREAS Hyde Park Investments Inc. has applied to rezone an area of land located at 1600/1622 Hyde Park Road and 1069 Gainsborough Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1600/1622 Hyde Park Road and 1069 Gainsborough Road, as shown on the attached map comprising part of Key Map No. A.101, from a Business District Commercial (BDC) Zone to a Holding Business District Commercial Special Provision (h-18\*BDC(\_)) Zone.

2. Section Number 25.4 of the Business District Commercial (BDC) zone is amended by adding the following Special Provision:

BDC(\_) 1600/1622 Hyde Park Road and 1069 Gainsborough Road

a) Additional Permitted Use:

i) Apartment buildings, including dwelling units in the front portion of the ground floor adjacent to Gainsborough Road

b) Regulations:

i) Gross Floor Area for Restaurants excluding ground floor or rooftop patios (Maximum): 605 m<sup>2</sup>

ii) Patios remain subject to Sections 4.18 and 4.19 of this by-law

iii) Height – Apartment building (Maximum): 29 m

iv) Density (Maximum): 150 uph

v) Parking – All commercial uses (Minimum): 1 space per 20m<sup>2</sup>

vi) Parking – Apartment building (Minimum): 1 space per unit

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

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

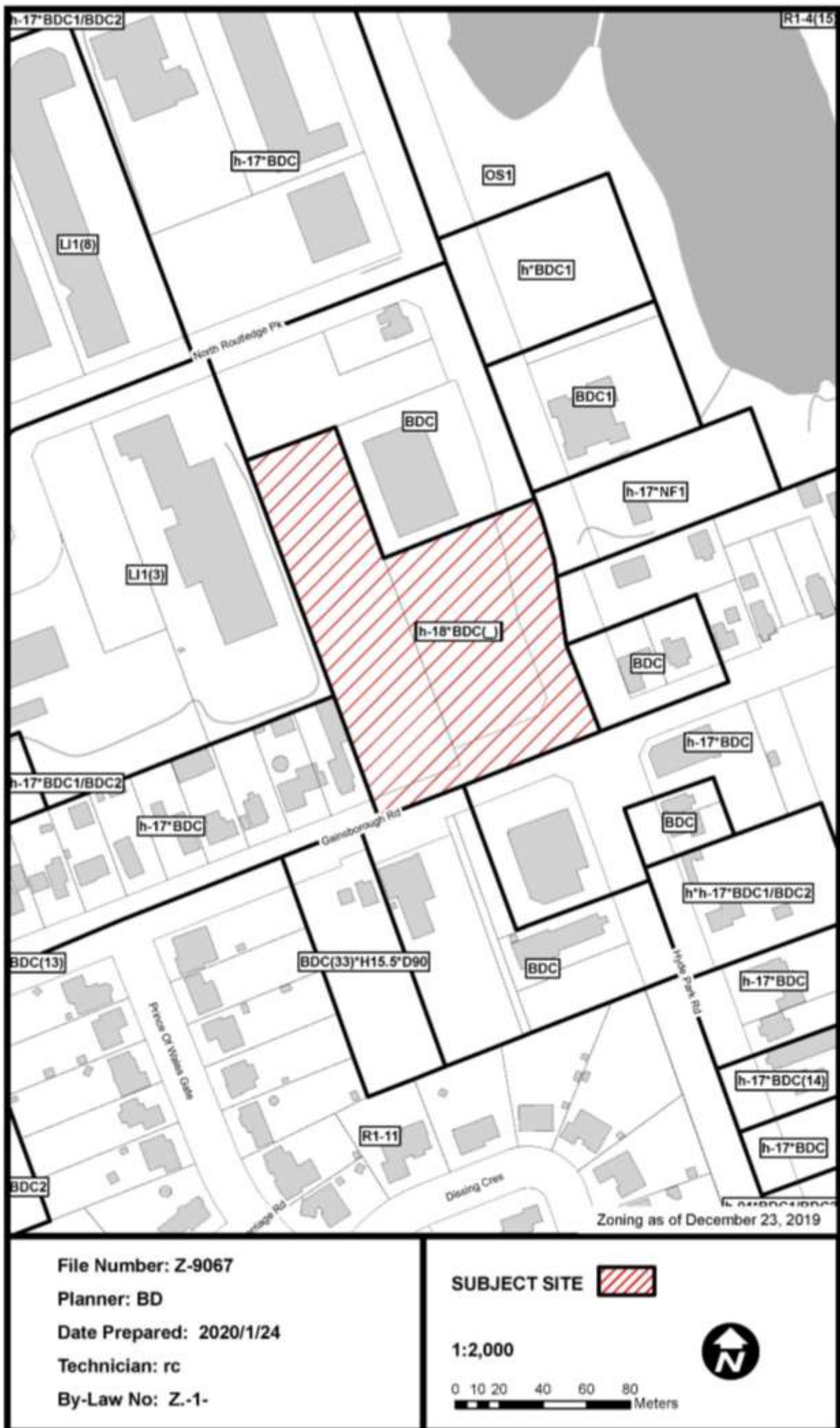
PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020

Schedule "A"



Bill No. 108  
2020

By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_

A by-law respecting the 2020 – 2023 Multi-Year Tax Supported Operating and Capital Budget for The Corporation of the City of London.

WHEREAS section 291(1) of the *Municipal Act, 2001* provides that a municipality may 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;

AND WHEREAS the Municipal Council has deemed it appropriate to establish a multi-year budget for The Corporation of the City of London for the period 2020 – 2023;

AND WHEREAS the Municipal Council shall, in accordance with sections 291(4) and 291(5) of the *Municipal Act, 2001*, for the second and each subsequent year to which the multi-year budget applies:

- (a) review the budget for that year;
- (b) make such changes as are required for the purpose of making the provisions of the budget for that year comply with the requirements of section 289, except clause 289(4)(b), or section 290, except clause 290(4)(b) of the *Municipal Act, 2001*, as the case may be; and
- (c) readopt the budget for that year and for subsequent years to which the budget applies;

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

1. The Municipal Council of The Corporation of the City of London adopts a budget covering the years 2020, 2021, 2022 and 2023 in accordance with the actions of the Municipal Council at its meeting held on the 2nd day of March, 2020, with respect to the recommendations contained in the 4th Report of the Strategic Priorities and Policy Committee pertaining to the 2020-2023 Multi-Year Tax Supported Operating and Capital Budget and in respect of each motion, resolution and other action passed and taken by the Municipal Council at its said meeting in relation thereto are, except where the prior approval of the Local Planning Appeal Tribunal is required, hereby adopted, ratified and confirmed as the budget for the years 2020 to and including 2023.
2. Subject to the approval of the Local Planning Appeal Tribunal where required, authorization is hereby given to initiating and proceeding with each project identified in the said Budget; and the Mayor and the Civic Administration are hereby authorized and directed to do all things necessary in that regard and to obtain approvals where required and, except where otherwise provided, the Mayor and the proper officers of the Corporation are hereby directed to execute all documents necessary under the City's Corporate Seal in that behalf.
3. The authorization and direction under section 2 of this by-law applies with the necessary modification to every motion, resolution, by-law or other action passed or taken by the Municipal Council at any subsequent meeting in relation to any project mentioned in section 2 of this by-law.
4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – March 2, 2020  
Second Reading – March 2, 2020  
Third Reading – March 2, 2020