

Corporate Services Committee

Report

3rd Meeting of the Corporate Services Committee
February 8, 2021

PRESENT: Councillors M. Cassidy (Chair), M. van Holst, J. Morgan, E. Pelozza, A. Kayabaga, Mayor E. Holder

ALSO PRESENT: J. Taylor, C. Saunders
Remote Attendance: Councillors S. Hillier, A. Hopkins and S. Lewis; L. Livingstone, A. Barbon, B. Card, S. Corman, M. Daley, A. Dunbar, K. Murray, K. Scherr, M. Schulthess, S. Tatavarti, A. Thompson, B. Warner, B. Westlake-Power, R. Wilcox
The meeting is called to order at 12:01 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors M. van Holst, J. Morgan, E. Pelozza and A. Kayabaga.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder

Seconded by: E. Pelozza

That items 2.1 to 2.7, excluding item 2.5, BE APPROVED.

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

Motion Passed (6 to 0)

2.1 Recommendation to Award RFP 20-69 – Network Cabling and Conduit Supply, Delivery, Installation, and Repair Services Vendor of Record

Moved by: E. Holder

Seconded by: E. Pelozza

That, on the recommendation of the Director, Information Technology Services, the following actions be taken with respect to the network cabling and conduit supply, delivery, installation and repair services appointment of a Vendor of Record, as per City of London Procurement Policy Section 12.2 (b), requiring Committee and City Council approval for Request for Proposal awards greater than \$100,000:

a) the proposal submitted by Netchek Corporation, 177 Exeter Road, Unit D London, ON N67 1A4 for cabling and conduit supply, delivery, installation and repair services in the estimated annual amount of \$250,000 (exclusive applicable taxes), for a three (3) year term, and an option to renew the contract for two (2) additional one (1) year terms each at the sole discretion of the City, BE ACCEPTED in accordance with section 12.0 of the Procurement of Goods and Services Policy;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase, and;

c) the approval hereby given BE CONDITIONAL upon the Corporation

entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

Motion Passed

2.2 Provincial Dedicated Gas Tax Funds for Public Transportation Program 2020/2021

Moved by: E. Holder
Seconded by: E. Pelosa

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 8, 2021 as Appendix "A" BE INTRODUCED at the Council meeting on February 23, 2021 to approve the current and future Letters of Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and the City of London for the transfer of Dedicated Gas Tax Funds for Public Transportation Program.

Motion Passed

2.3 Municipal Transit Enhanced Cleaning Funding Program – Transfer Payment Agreement and Authorizing By-law

Moved by: E. Holder
Seconded by: E. Pelosa

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law as appended to the staff report dated February 8, 2021 as Appendix "A" BE INTRODUCED at the Council meeting on February 23, 2021 to approve and authorize the execution of the Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and the City of London for the reimbursement of funds under the Municipal Transit Enhanced Cleaning funding program. .

Motion Passed

2.4 Strategic Plan Variance Report

Moved by: E. Holder
Seconded by: E. Pelosa

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated February 8, 2021 on the Strategic Plan Progress Variance BE RECEIVED for information.

Motion Passed

2.6 Portion of City-Owned Huxley Street, Declare Surplus

Moved by: E. Holder
Seconded by: E. Pelosa

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 a portion of City-owned land, being part of the Huxley Street road allowance closed and designated as Part 2, Plan 33R-20888, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property (“Surplus Lands”) BE TRANSFERRED to the abutting property owner, in accordance with the City’s Sale and Other Disposition of Land Policy.

Motion Passed

2.7 79 Glendon Drive, Middlesex Centre - Surplus Declaration

Moved by: E. Holder
Seconded by: E. Pelozza

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 a portion of City-owned land being 79 Glendon Drive located in the Municipality of Middlesex Centre which is legally described as Part Lot 7 BF Concession and Part Road Allowance Between BF Concession and Concession 1 closed by by-law 38-84 registered as 680445 being Parts 24 to 27 on Plan 33R-5930 together with 212600, 212601 and 212602 in the geographic Township of Lobo being all of PIN 085020014, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property (“Surplus Lands”) BE TRANSFERRED to the abutting property owner, in accordance with the City’s Sale and Other Disposition of Land Policy.

Motion Passed

2.5 London Community Recovery Network – Ideas for Action by Municipal Council

Moved by: E. Pelozza
Seconded by: E. Holder

That, on the recommendation of the City Manager and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the London Community Recovery Network:

- a) the implementation plans for the following ideas for action submitted from the London Community Recovery Network and received by Municipal Council BE APPROVED:

- 1.7 - Buying Local for the Holidays
- 1.8 - Instagram takeovers in support of local businesses
- 3.3 - Group buying to lower the costs of PPE
- 3.4 - Creating a government funding data bank

- b) the Civic Administration BE DIRECTED to execute the implementation plans for ideas for action in support of London’s community recovery from COVID-19; and,

- c) the staff report dated February 8, 2021, BE RECEIVED.

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

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Application - Issuance of Proclamation - Personal Support Worker Day

Moved by: M. van Holst

Seconded by: E. Peloza

That based on the application dated January 14, 2021, from the Canadian PSW Network, May 19, 2021 BE PROCLAIMED Personal Support Worker (PSW) Day.

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

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Paid Sick Leave Enhancement

Moved by: A. Kayabaga

Seconded by: J. Morgan

That the Federal and Provincial Governments BE ADVISED that the Municipal Council of The Corporation of the City of London requests the two levels of government to work together, as soon as possible, to enhance paid sick leave for all, in order to ensure that individuals are not forced to attend their workplace when they are ill and therefore assisting in limiting the spread of COVID-19.

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

Motion Passed (6 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: E. Peloza

Seconded by: M. van Holst

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

6.1 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.

6.2 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.

6.3 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.

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

Motion Passed (6 to 0)

The Corporate Services Committee convenes, In Closed Session, from 12:58 PM to 1:21 PM.

7. Adjournment

Moved by: M. van Holst

Seconded by: J. Morgan

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:23 PM.

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Mat Daley, Director, Information Technology Services
Subject: Recommendation to award RFP 20-69 – Network cabling and conduit supply, delivery, installation, and repair services Vendor of Record
Date: February 08, 2021

Recommendation

That, on the recommendation of the Director, Information Technology Services, the following actions be taken with respect to the network cabling and conduit supply, delivery, installation and repair services Vendor of Record. As per City of London Procurement Policy Section 12.2 (b), requiring Committee and City Council approval for Request for Proposal awards greater than \$100,000:

- a) the proposal submitted by Netcheck Corporation, 177 Exeter Road, Unit D London, ON N67 1A4 for cabling and conduit supply, delivery, installation and repair services in the estimated annual amount of \$250,000 (exclusive applicable taxes), for a three (3) year term, and an option to renew the contract for two (2) additional one (1) year terms each at the sole discretion of the City, **BE ACCEPTED** in accordance with section 12.0 of the Procurement of Goods and Services Policy;
- b) the Civic Administration Be Authorized to undertake all administrative acts that are necessary in connection with this purchase, and;
- c) approval hereby given Be Conditional upon the Corporation entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

Executive Summary

In the proposal, Netcheck Corporation demonstrated a comprehensive understanding of the expectations required to successfully fulfill the requirements.

Netcheck Corporation has a proven track record working with the City of London. They have delivered valuable and quality workmanship in a reliable manner.

Linkage to the Corporate Strategic Plan

This project supports the City of London's "Leading in Public Service" strategic area of focus. Network cabling and conduit connect public service locations to essential data centres and the internet. This undertaking supports the following specific strategies outlined in the 2019-2023 Strategic Plan:

- Increase the use of technology to improve service delivery: continue to maintain, build and enhance a high-performing and secure computing environment,
- Enhance the ability to respond to new and emerging technologies and best practices: deliver and maintain innovative digital solutions to increase efficiency and effectiveness across the Corporation, and,
- Maintain London's finances in a transparent and well-planned manner to balance equity and affordability over the long term

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Request for Proposal 15-02 Telecommunications Fibre and Cable Installation and Repair vendor of record, Corporate Services Committee, October 20, 2015.

1.2 Historical Review

The City of London requires a company to supply, deliver, install and repair current and future copper and fiber optic network cabling infrastructure. The City of London network connects and integrates network end points such as:

- Wireless access points (Wi-Fi)
- Corporate computers
- Phones
- Security cameras
- Radio equipment
- Network equipment
- Traffic intersections
- Data centers

This network is vital to the delivery of computing and communications across all City of London work locations. It is essential that the City has a reliable, qualified cabling infrastructure vendor to provide cabling services. This vendor must:

- Adhere to Information Technology Services (ITS) specifications
- Meet Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) codes

ITS, Facilities, Roadway Lighting & Traffic Control, and Corporate Security & Emergency Management rely on this cabling infrastructure vendor to provide network service to City Service Areas and residents.

Operational responsibilities of the vendor include:

- Project management
- Design and solution
- Installation and service
- Supply all required materials
- Quality assurance and testing
- Adherence to service level agreements
- Response to critical incidents

2.0 Discussion and Considerations

The purpose of this report is to seek approval to appoint a Vendor of Record to supply, deliver, install and repair copper and fiber network cabling and conduit infrastructure.

In the response to the Request for Proposal (RFP), Netcheck Corporation met the requirements of the evaluation committee and presented a proposal that will support the Corporation with the continued delivery of network cabling and conduit services.

Netcheck Corporation will provide the following installation services to the City of London:

- Copper cabling at buildings and premises
- Fiber optic cabling and underground conduit

- Wireless communication devices on high-rise rooftops and towers

As appropriate, Netcheck Corporation will inspect and test all work and provide associated reports and as-builds for City of London records.

Key elements of the Netcheck Corporation proposal included the following:

- Proven experience in working with municipalities
- Proven experience in delivering quality workmanship
- Advanced and up-to-date training and certifications
- Disclosure of owned fiber splicing equipment
- Commitment to service level agreement and response times

Netcheck Corporation has extensive experience working with network cabling and fiber optic underground infrastructure. Since 2015, Netcheck Corporation has been the Vendor of Record with the City of London and have provided similar services to Western University, 3M Canada, Magna Qualtech, and Dr. Oetker.

2.1 Procurement Process

On November 10, 2020 the City issued an RFP “20-69 - Cabling and Conduit Supply, Delivery, Installation and Repair Services”. After the RFP was posted, there were five (5) addenda issued to respond to questions, inquiries and requests for clarification. When the RFP closed, five (5) submissions were received, and all five (5) were compliant.

A two envelope RFP process was used. One envelope contained the technical project proposal and the second contained the pricing proposal.

With the assistance of the Procurement Officer, five (5) Evaluation Committee representatives from the City of London ITS, Facilities, Roadway Lighting & Traffic Control service areas evaluated the five (5) submissions based on the criteria outlined in the RFP document.

At the end of the RFP process, Netcheck Corporation had the highest score and demonstrated the ability to fully meet the City’s requirements to provide network cabling and conduit supply, delivery, installation and repair services. Netcheck Corporation has provided these services for the City in the past, and the City has been satisfied with delivery and performance.

3.0 Financial Impact/Considerations

ITS, Facilities, Roadway Lighting & Traffic Control, Corporate Security & Emergency Management anticipate to spend approximately \$250,000 cumulatively (excluding H.S.T) each year to supply, deliver, install and repair network cabling and conduit.

Budget for specific project requirements defined by City of London Service Areas has been approved and allocated in Service Area Capital and Operating Multi-Year Budgets.

Prepared by: Jane Latter-Hutchinson, Manager, Network and Telecom, Information Technology Services
Recommended by: Mat Daley, Director, Information Technology Services

c: Mary Ma, Procurement Officer
Geoff Smith, Manager, Purchasing and Supply Operations

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, CPA, CGA, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

Subject: Provincial Dedicated Gas Tax Funds for Public Transportation Program 2020/2021

Date: February 8, 2021

Recommendation

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the attached proposed by-law (Appendix "A") **BE INTRODUCED** to approve the Letter of Agreement between the Province of Ontario and the City of London with respect to the Dedicated Gas Tax Funds for the Public Transportation Program ("Letter of Agreement") and authorize the Mayor and the City Treasurer/Chief Financial Officer to execute the Letter of Agreement and future Letters of Agreement between the Province of Ontario and the City of London with respect to the Dedicated Gas Tax Funds for the Public Transportation Program.

Executive Summary

The City of London receives Provincial Gas Tax funding from the Province of Ontario. All Provincial Gas Tax funding is transferred to the London Transit Commission. The Province recently confirmed the City of London's allocation of \$11,145,262 for the 2020/2021 Program. This represents a 4.6% increase over last year's allocation.

The purpose of this report is to introduce a by-law to authorize the Mayor and City Treasurer/Chief Financial Officer to execute the Letter of Agreement to receive this year's funding. The by-law also authorizes future Letters of Agreement to authorize funding for future years.

Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of "Building a Sustainable City", under the outcome of ensuring London's infrastructure is built, maintained and operated to meet the long-term needs of our community.

Provincial investments supporting public transit infrastructure in London represent important contributions to maintaining and improving the quality of life of all Londoners.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Corporate Services Committee, April 14, 2020, Agenda Item 2.2, Provincial Dedicated Gas Tax Funds for Public Transportation Program 2019/2020. The report can be found on the City's website by visiting:

<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=72444>

2.0 Financial Impact/Considerations

In 2004, the Province of Ontario announced its Dedicated Gas Tax Funds for Public Transportation Program (Provincial Gas Tax). The Program provides municipalities with

two cents per litre of provincial gas tax revenues. This funding was made permanent in 2013.

The Province prescribes that dedicated gas tax funds are to be used for the following purposes:

- Public transportation capital expenditures that promote increased transit ridership, and are above a municipality's baseline spending;
- Public transportation operating expenditures that are above a municipality's baseline spending;
- Capital expenditures for the replacement of any public transportation vehicles that are above a municipality's baseline spending;
- Capital expenditures that provide improvements to public transportation security and passenger safety, and are above a municipality's baseline spending; and,
- Expenditures for major refurbishment of any fully accessible, or to be made fully accessible, public transportation vehicle, with the exception of specialized vehicles used for the transportation of persons with disabilities and are above a municipality's baseline spending.

All Provincial Gas Tax funding is transferred to the London Transit Commission.

The Minister of Transportation recently confirmed the City of London's allocation of \$11,145,262 for the 2020/2021 Program. This represents a 4.6% increase over last year's allocation, greater than the 3% increase the City received in previous years. The City of London is very appreciative of the Province's commitment to the Provincial Gas Tax Program. Annual, predictable, and sustainable funding through programs like the Provincial Gas Tax Program provide the City of London with the certainty required to plan for the diverse needs of Londoners over the long term.

Investments into public transit make it easier for people to travel to and from work, school and appointments, reduces congestion and lowers air pollution. One bus takes up to 40 vehicles off the road and keeps 25 tonnes of greenhouse gas emissions out of the atmosphere each year. Increasing mobility choices for Londoners and visitors provides greater links to economic, social and cultural engagement within our city and beyond.

Each year the attached Letter of Agreement and supporting by-law must be received by the Province before the funds will be released. The purpose of this report is to authorize the Mayor and the City Treasurer to execute the current Letter of Agreement between the Province of Ontario and the City of London and future Letters of Agreement between the Province of Ontario and the City of London to secure these funds.

Conclusion

This report introduces a by-law to authorize the Mayor and City Treasurer/Chief Financial Officer to execute the Letter of Agreement for the City of London to receive its allocation of \$11,145,262 from the Province of Ontario for the 2020/2021 Provincial Gas Tax Program. This amount represents a 4.6% increase over last year's allocation. All Provincial Gas Tax funding is transferred to the London Transit Commission.

Recommended by: **Anna Lisa Barbon, CPA, CGA, Managing Director,
Corporate Services and City Treasurer, Chief Financial
Officer**

Appendix “A”

Bill No.
2021

By-law No.

A by-law to approve and authorize the execution of the current and future Letters of Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and the City of London for the transfer of Dedicated Gas Tax Funds for Public Transportation Program.

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

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

AND WHEREAS 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, including respecting climate change; and ii) financial management of the municipality;

AND WHEREAS the Province of Ontario provides dedicated gas tax funds to support local public transportation services in the municipality;

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

1. The Letter of Agreement for the transfer of Provincial Gas Tax funding under the Dedicated Gas Tax Funds for Public Transportation Program between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London (“Letter of Agreement”) attached as Schedule “1” to this by-law is hereby authorized and approved.
2. The Mayor and Managing Director, Corporate Services and City Treasurer, Chief Financial Officer are hereby authorized to execute the Letter of Agreement authorized and approved under section 1 of this by-law.
3. The Mayor and Managing Director, Corporate Services and City Treasurer, Chief Financial Officer are hereby authorized to approve and execute any future Letter of Agreement for the transfer of Provincial Gas Tax funding under the Dedicated Gas Tax Funds for Public Transportation Program between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on February 23, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – February 23, 2021
Second Reading – February 23, 2021
Third Reading – February 23, 2021

**Ministry of
Transportation**

Office of the Minister

777 Bay Street, 5th Floor
Toronto ON M7A 1Z8
416 327-9200
www.ontario.ca/transportation

**Ministère des
Transports**

Bureau de la ministre

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January 14, 2021

Mayor Ed Holder
City of London
300 Dufferin Avenue, PO Box 5035
London ON N6A 4L9

Dear Mayor Holder:

RE: Dedicated Gas Tax Funds for Public Transportation Program

This Letter of Agreement between the **City of London** (the “Municipality”) and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the “Ministry”), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the “Program”). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario’s transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2020-21 Guidelines and Requirements (the “guidelines and requirements”).

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$11,145,262** (“the “Maximum Funds”) in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Subject to Section 1, the Ministry will, upon receipt of a fully signed copy of this Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$8,358,947**; and any remaining payment(s) will be provided thereafter.

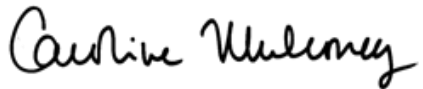
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in Section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.
4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2020-21 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to Section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.

12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print and secure the required signatures, and then deliver a fully signed pdf copy to the Ministry at the email account below. Subject to the province's prior written consent, including any terms and conditions the Ministry may attach to the consent, the Municipality may execute and deliver the Letter of Agreement to the Ministry electronically. In addition, all program documents are also to be sent to the following email account:

MTO-PGT@ontario.ca

Sincerely,



Caroline Mulroney
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

Municipality

Date

Name (print):
Title (head of council or
authorized delegate):

I have authority to bind the Municipality.

Date:

Name (print):
Title (clerk or authorized delegate):

I have authority to bind the Municipality.

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, CPA, CGA, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

Subject: Municipal Transit Enhanced Cleaning Funding Program – Transfer Payment Agreement and Authorizing By-law

Date: February 8, 2021

Recommendation

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** to approve the Transfer Payment Agreement between the Province of Ontario and the City of London with respect to the Municipal Transit Enhanced Cleaning funding program and authorize the Mayor and the City Clerk to execute the Transfer Payment Agreement between the Province of Ontario and the City of London with respect to the Municipal Transit Enhanced Cleaning Funding Program.

Executive Summary

In June 2020, the Province notified the City of London that it was eligible to receive an allocation of up to \$433,025 for enhanced cleaning under the Municipal Transit Enhanced Cleaning funding program, which would only cover costs considered eligible under the program guidelines. The allocation was considered an upset maximum that could be claimed against should there be enough expenditures that qualified.

This report introduces a by-law to authorize the Mayor and the City Clerk to execute the Transfer Payment Agreement between the Province of Ontario and the City of London with respect to the Municipal Transit Enhanced Cleaning funding program. The City submitted a claim for \$133,374 of eligible expenses under this program and requires the Agreement to be executed before the Province will complete the reimbursement.

Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of “Building a Sustainable City”, under the outcome of ensuring London’s infrastructure is built, maintained and operated to meet the long-term needs of our community.

Provincial investments supporting public transit infrastructure in London represent important contributions to maintaining and improving the quality of life of all Londoners.

Analysis

2.0 Financial Impact/Considerations

On June 29, 2020, the Province notified the City of London that it was eligible to receive an allocation of up to \$433,025 for enhanced cleaning under the MTEC funding program, which would only cover costs considered eligible under the program guidelines. The allocation was considered an upset maximum that could be claimed against should there be enough expenditures that qualified.

In August 2020, the City received the following guidelines for the program.

1. Eligible costs include direct costs incurred between April 1, 2020 and December 31, 2020.
2. Eligible costs include items considered to have been properly and reasonably incurred and are necessary for the enhanced cleaning of transit vehicles and any other public and non-public facing transit assets, that provide or support transit services. In addition to having been incurred, these costs will have to have been

paid by the municipality prior to being submitted to the Province for payment and may include:

- costs of cleaning materials for the MTEC;
- costs of hand sanitizer for passenger and staff use;
- costs of safety wear for the MTEC, such as gloves or goggles;
- costs of equipment purchased for the MTEC;
- costs of contracted services for the MTEC;
- costs of salaries, including redeployment of staff, for the MTEC;
- any other cost that, in the opinion and at the sole discretion of the Province, is necessary for the MTEC.

Eligible expenses needed to be submitted to the Province by January 31, 2021. Prior to this deadline, the City submitted a claim for \$133,374 of eligible expenses under this program. This is the maximum amount of eligible expenses that London Transit Commission was able to identify within the guidelines. It should be noted that London Transit Commission also received \$18.5 million to offset municipal transit operating expenses. Once the Province receives the executed Transfer Payment Agreement and authorizing by-law achieved through this report, the Province will reimburse the City for the claimed amount.

The purpose of this report is to introduce a by-law to authorize the Mayor and the City Clerk to execute the Transfer Payment Agreement between the Province of Ontario and the City of London with respect to the Municipal Transit Enhanced Cleaning funding program.

Conclusion

This report introduces a by-law to authorize the Mayor and the City Clerk to execute the Transfer Payment Agreement between the Province of Ontario and the City of London with respect to the Municipal Transit Enhanced Cleaning funding program. The City submitted a claim for \$133,374 of eligible expenses under this program and requires the Agreement to be executed before the Province will complete the reimbursement.

Recommended by: **Anna Lisa Barbon, CPA, CGA, Managing Director,
Corporate Services and City Treasurer, Chief Financial
Officer**

Appendix “A”

Bill No.
2021

By-law No.

A by-law to approve and authorize the execution of the Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and the City of London for the reimbursement of funds under the Municipal Transit Enhanced Cleaning funding program.

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

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

AND WHEREAS 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, including respecting climate change; and ii) financial management of the municipality;

AND WHEREAS the Province of Ontario provides dedicated gas tax funds to support local public transportation services in the municipality;

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

1. The Transfer Payment Agreement for the reimbursement of funds under the Municipal Transit Enhanced Cleaning funding program between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London (“Transfer Payment Agreement”) attached as Schedule “1” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Letter of 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 February 23, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – February 23, 2021
Second Reading – February 23, 2021
Third Reading – February 23, 2021

**TRANSFER PAYMENT AGREEMENT
FOR MUNICIPAL TRANSIT ENHANCED CLEANING**

THIS TRANSFER PAYMENT AGREEMENT for Municipal Transit Enhanced Cleaning (the “Agreement”) is effective as of the Effective Date (both “Agreement” and “Effective Date” as further defined in section A1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario as represented by the
Minister of Transportation for the Province of Ontario

(the “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

BACKGROUND:

In response to the COVID-19 pandemic and subject to the terms and conditions set out in the Agreement, the Province has agreed to provide funding to the Recipient for the Municipal Transit Enhanced Cleaning (“MTEC” as further defined in section A1.2 (Definitions)).

CONSIDERATION:

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules and Sub-schedule to the Agreement. The following schedules and sub-schedule form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule “B” - Contact Information and Authorized Representatives

Schedule “C” - Eligible Expenditures and Ineligible Expenditures

Schedule “D” - Claim and Attestation Submission, Supporting Documentation and
Payment Procedures

Sub-schedule “D.1” - Claim and Attestation Form

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the inconsistency; or
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 **Electronic Execution and Delivery of Agreement.**

- (a) The Agreement may:
 - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province’s prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

4.1 **Amendments.** The Agreement may only be amended by a written agreement.

4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) may be executed by the respective representatives of the

Parties listed in Schedule “B” (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the MTEC and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the MTEC; and
- (c) 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 MTEC or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the MTEC 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 THE
PROVINCE OF ONTARIO**, represented by the
Minister of Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

THE CORPORATION OF THE CITY OF LONDON

Date

Name: Ed Holder
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Catharine Saunders
Title: City Clerk

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Agreement” means this agreement, entered into between the Province and the Recipient, all of the schedules and the sub-schedule listed in section 1.1 (Schedules and Sub-schedule to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the MTEC, or both.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date of signature by the last signing Party to the Agreement.

“Eligible Expenditures” means the costs of the MTEC that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means June 30, 2021.

“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, and includes Her ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs of the MTEC that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the MTEC or any other part of the Agreement.

“Maximum Funds” means \$433,025.

“MTEC” means the municipal transit enhanced cleaning as described in section C1.1 (Description of the MTEC).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the MTEC or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the MTEC;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the MTEC, the Funds, or both;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the MTEC and related timelines 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, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the MTEC successfully;

- (c) procedures to address any identified risks to the MTEC initiatives, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action and Termination for Event of Default).

A4.0 FUNDS AND CARRYING OUT THE MTEC

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds towards the Eligible Expenditures the Recipient incurred and paid for the purpose of carrying out the MTEC;
- (b) provide the Funds to the Recipient in accordance with the payment procedures provided for in Schedule "D" (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); 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 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of the Agreement by the

Recipient by municipal by-law; and

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission).

A4.3 Use of Funds and Carry Out the MTEC. The Recipient will do all of the following:

- (a) spend the Funds only for Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 Rebates, Credits and Refunds. The Province will calculate Funds based on the actual Eligible Expenditures to the Recipient to carry out the MTEC, 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 DISPOSAL OF ASSETS

A5.1 Disposal. The Recipient agrees not to sell, lease or otherwise dispose of any assets acquired with the Funds without the Province's prior written consent.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect to how the MTEC has been and will continue to be carried out and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (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 MTEC, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedure); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the MTEC; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the MTEC.

A7.4 **Records Review.** 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 conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties; and
- (b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **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.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) 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 the Province directs the Recipient to do otherwise, the Recipient will in each of its MTEC-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the MTEC;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate 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 Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the MTEC or the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

A12.2 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) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) 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;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 **Opportunity to Remedy.** If, in accordance with paragraph A12.2(a), 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.

A12.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

A12.5 **When Termination Effective.** Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and interest remaining in its possession or under its control.

A14.0 DEBT DUE AND PAYMENT

A14.1 **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.

A14.2 **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 amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A14.3 **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.

A14.4 **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” (Contact Information and Authorized Representatives).

A14.5 **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.

A15.0 NOTICE

A15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 **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; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 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.

A18.0 WAIVER

A18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A18.2 Waiver Applies. If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 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.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **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.

A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 **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.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 **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.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 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.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) 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, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8</p> <p>Attention: Kevin Dowling, Manager, Strategic Investments Office</p> <p>Phone: (416) 585-6312 Email: kevin.dowling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: General Manager, London Transit Commission</p> <p>Address: 450 Highbury Avenue North London ON N5W 5L2</p> <p>Attention: Kelly Paleczny</p> <p>Phone: (519) 451-1340 x337 Email: kpaleczn@londontransit.ca</p>
<p>Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement</p>	<p>Position: Managing Director, Corporate Services and City Treasurer, Chief Financial Officer</p> <p>Address: 300 Dufferin Ave PO BOX 5035 London ON N6A 4L9</p> <p>Attention: Anna Lisa Barbon</p> <p>Phone: (519) 661-2489 x4705 Email: abarbon@london.ca</p>
<p>Authorized representative of the Province for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)</p>	<p>Position: Director, Municipal Programs Branch, Ministry of Transportation</p>
<p>Authorized representative of the Recipient for the purpose of Section 4.2 (Execution of Amending Agreements - Exceptions)</p>	<p>Position: Managing Director, Corporate Services and City Treasurer, Chief Financial Officer</p>

**SCHEDULE “C”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

C1.0 MTEC

C1.1 Description of the MTEC. To address health related issues in respect of the COVID-19 pandemic, the Recipient has been acquiring goods and services for the MTEC of its transit system. Subject to Article C2.1 (Scope of Eligible Expenditures) and for greater clarity, the costs of the MTEC that are eligible for funding by the Province under the Agreement are only those that are supplemental to the Recipient’s regular transit system cleaning.

C2.0 ELIGIBLE EXPENDITURES

C2.1 Scope of Eligible Expenditures. Subject to Article C3.0 (Ineligible Expenditures), Eligible Expenditures include the direct costs incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020 and that, in the opinion of the Province, are considered to have been properly and reasonably incurred and are necessary for the MTEC of transit vehicles and any other public and non-public facing transit assets, that provide or support transit services. In addition to having been incurred, these costs will have to have been paid by the Recipient prior to being submitted to the Province for payment and may include:

- (a) costs of cleaning materials for the MTEC;
- (b) costs of hand sanitizer for passenger and staff use;
- (c) costs of safety wear for the MTEC, such as gloves or goggles;
- (d) costs of equipment purchased for the MTEC;
- (e) costs of contracted services for the MTEC;
- (f) costs of salaries, including redeployment of staff, for the MTEC; and
- (g) any other costs that, in the opinion of the Province, are considered necessary for the MTEC.

C3.0 INELIGIBLE EXPENDITURES

C3.1 Scope of Ineligible Expenditures. Without limitation, the following costs will be considered Ineligible Expenditures:

- (a) costs incurred before April 1, 2020 and after December 31, 2020;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) marketing costs including advertising, promotion and communications;
- (d) core administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, and computers);
- (e) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);
- (f) legal, audit, or interest fees;
- (g) budget deficits;
- (h) personal protective equipment, unless otherwise indicated in C2.1 (Scope of Eligible Expenditures);
- (i) refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.); and
- (j) any other costs that, in the opinion of the Province, are considered ineligible for payment under the Agreement.

SCHEDULE “D”
CLAIM AND ATTESTATION SUBMISSION, SUPPORTING DOCUMENTATION AND
PAYMENT PROCEDURES

D1.0 CLAIM AND ATTESTATION

D1.1 Claim and Attestation from the Recipient’s Senior Financial Official. The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

D2.0 SUPPORTING DOCUMENTATION

D2.1 Report on Expenditures and Additional Report and Information. The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:

- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
- (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

D3.0 PAYMENT PROCEDURES

D3.1 Submission of Claim for Payment and Required Documentation. The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before January 31, 2021.

D3.2 Claim Payments. Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

D3.3 No Interest. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after January 31, 2021, or both.

**SUB-SCHEDULE “D.1”
CLAIM AND ATTESTATION FORM**

Ministry of Transportation File No.: _____

TO: Ministry of Transportation
Transportation Programs Office
10th Floor
151 Bloor Street West
Toronto, ON M5S 1S4

Attention: Manager, Transportation Programs Office
Email: MTO-Transit Cleaning Funding @Ontario.ca

FROM: **[Insert address of the senior official]**

Attention: **[insert name and title of Recipient senior official]**
Telephone No.: **[insert telephone number of Recipient senior official]**

RE: Transfer Payment Agreement for Municipal Transit Enhanced Cleaning

In the matter of the Transfer Payment Agreement for Municipal Transit Enhanced Cleaning entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the “Recipient”), on **[insert the month day, and year]** _____ (the “Agreement”).

I, _____ **[insert the name and title of the senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A2.0 (Representations, Warranties and Covenants) and section A6.1 (No Conflict of Interest) of the Agreement are true and accurate;
 - b. Funds have been solely used on Eligible Expenditures as claimed in this Claim and Attestation Form and the Form of Report on Expenditures attached as Appendix A (Form of Report on Expenditures) to this Claim and Attestation Form;

- c. the Recipient is in compliance with all the terms and conditions of the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing; and
 - d. all records (including, without limitation, contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement.
2. The Eligible Expenditures have been incurred by the Recipient on or after April 1, 2020 and on or before December 31, 2020, and paid on or before January 31, 2021.

By signing below, I hereby claim a payment in the amount of \$ _____, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the MTEC costs.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

Witness Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A
FORM OF REPORT ON EXPENDITURES
TO
SUB-SCHEDULE "D.1" (CLAIM AND ATTESTATION FORM)**

MTEC Expenditure Report - April 1, 2020 to December 31, 2020	
Date:	
Recipient's Name:	
Total Funds Allocated:	
Total Funds Claimed:	
Remaining Allocation:	

Date of Invoice (if Applicable) (DD/MM/YY)	Period of Work Performed		Vendor Name	Description of Expense	Eligibility per Schedule "C"	Amount Paid (\$)				
	From (DD/MM/YY)	To (DD/MM/YY)				Subtotal w/o HST (\$) (a)	Total HST (\$) (b)	Recoverable HST (\$) (c)	Net Total (\$) (a) + (b) - (c)	Amount Claimed (\$)
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
Total						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Results Achieved with Provincial Funding:

Additional Comments:

Conclusion:

Recommended for payment:

Date:

[insert/print the name and title of the Recipient's authorized representative]

Recommended for payment:

Date:

**[insert/print the name of the Director]
Director, Ministry of Transportation**

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Anna Lisa Barbon, CPA, CGA
Managing Director, Corporate Services and City Treasurer,
Chief Financial Officer
Subject: Strategic Plan Variance Report
Date: February 8, 2021

Recommendation

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following report on the Strategic Plan Progress Variance **BE RECEIVED** for information.

Executive Summary

As part of the Strategic Plan reporting cycle, variance reports are completed for any actions identified as 'caution' or 'below' plan in the Semi-Annual Progress Report. These reports are submitted to the appropriate Standing Committee following the tabling of the May and November Progress Reports. This report provides an overview of the actions relating to the Corporate Services Committee.

Linkage to the Corporate Strategic Plan

Council's 2019-2023 Strategic Plan includes the Strategic Area of Focus 'Leading in Public Service.' This includes the Expected Result 'The City of London is trusted, open, and accountable in service of our community' and the Strategy 'Improve public accountability and transparency in decision making.'

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Strategic Priorities and Policy Committee (SPPC): November 25, 2019, June 23, 2020, November 17, 2020.

2.0 Discussion and Considerations

2.1 Background

On April 23, 2019, Council set the 2019-2023 Strategic Plan for the City of London. This is a critical document that identifies Council's vision, mission, and the strategic areas of focus for 2019-2023. It identifies the specific outcomes, expected results and strategies that Council and Civic Administration will deliver on together over the next four years.

The Strategic Plan also includes a commitment to report regularly to Londoners on the implementation of the Strategic Plan, demonstrating progress being made and how this work is having an impact in the community.

As part of the Strategic Plan reporting cycle, variance reports are completed for any actions identified as 'caution' or 'below' plan in the Semi-Annual Progress Report. These reports are submitted to the appropriate Standing Committee following the tabling of the May and November Progress Reports.

2.2 Discussion

This report outlines the actions corresponding to the Corporate Services Committee that, as of November 2020 that were identified as 'caution' or 'below plan'. This report covers two milestones that were flagged as 'caution'.

Overall Strategic Plan Progress

As of November 2020, 547 (93.3%) of all actions are complete or on target. 15 (2.6%) actions were marked as 'caution' (actions behind by one quarter or three months or actions that are in progress or not yet started that are flagged as possibly not being completed by the target end date). There were no actions that were noted as 'below plan'.

Variance Explanations

1. Strategic Area of Focus: Leading in Public Service

Outcome: The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service

Expected Result: Maintain London's finances in a transparent and well-planned manner to balance equity and affordability over the long term.

Strategy: Review and update the City's financial strategic planning, principles, and policies.

Action: Update the Corporation's Strategic Financial Plan

- Current End Date: 12/31/21
- Revised End Date: 12/31/22.
- Rationale and Implications: Due to the service impacts and changing priorities associated with the COVID-19 pandemic, the completion date for the update of the Corporation's Strategic Financial Plan is expected to be delayed. Some of the foundational work (originally anticipated to be completed in 2020) required for the update of the Strategic Financial Plan was deferred due to other priority work related to monitoring and responding to COVID-19 financial impacts. These deferred activities, including reviewing the Debt Management Policy and the City's internal debt cap (among others), are anticipated to be completed in 2021. The compilation and review of the remainder of the Strategic Financial Plan is now anticipated to occur in 2022, in advance of the development of the 2024-2027 Multi-Year Budget.

2. Strategic Area of Focus: Leading in Public Service

Outcome: The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service

Expected Result: Maintain London's finances in a transparent and well-planned manner to balance equity and affordability over the long term.

Strategy: Develop tax policy to align with Council priorities of the Strategic Plan.

Action: Develop future tax policy objectives

- Current End Date: 6/30/22
- Revised End Date: No new end date proposed at this time.
- Rationale and Implications: To adapt to COVID-19, a host of changes were announced by the Province that not only impact but inform tax policy. On March 25, 2020, the Minister of Finance announced the Province's decision to postpone the 2020 Assessment update which impacts property assessments not only for 2021, but possible future year phase in values. 2021 property assessments are generally based on the fully phased-in January 1, 2016 current values, consistent with 2020 values. At this time no new dates have been provided on when municipalities can expect updated assessments. Further as part of the 2020 Budget announced in November (Ontario), the Province announced significant changes to the Business Education Tax Rates, as well as the optional small business property subclass. While amendments to the *Assessment Act* has been passed, the regulation regarding this option class has not yet been filed.

Conclusion

The Semi-Annual Progress Report is an important tool that allows the community, Council and Administration to track progress and monitor the implementation of Council's Strategic Plan. In some cases actions have been delayed due to shifting priorities or emerging circumstances. The Strategic Plan Variance Reports are intended to provide Council with a more in-depth analysis of these delays. Information included in this report can support Council in strategic decision making and inform the work of Civic Administration.

Recommended by: **Anna Lisa Barbon, CPA, CGA**
Managing Director, Corporate Services and City
Treasurer, Chief Financial Officer

cc. Lynne Livingstone, City Manager
Strategic Leadership Team
Strategic Thinkers Table

Report to Corporate Services Committee

To: Chair and Members, Corporate Services Committee

From: Lynne Livingstone, City Manager
Anna Lisa Barbon, CPA, CGA, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

Subject: London Community Recovery Network – Ideas for Action by Municipal Council

Date: February 8, 2021

Recommendation

That, on the recommendation of the City Manager and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer the following actions be taken with respect to the London Community Recovery Network:

- a) The implementation plans for the following ideas for action submitted from the London Community Recovery Network and received by Municipal Council **BE APPROVED:**
 - 1.7 - Buying Local for the Holidays
 - 1.8 - Instagram takeovers in support of local businesses
 - 3.3 - Group buying to lower the costs of PPE
 - 3.4 - Creating a government funding data bank
- b) Civic Administration **BE DIRECTED** to execute the implementation plans for ideas for action in support of London's community recovery from COVID-19;
- c) This report **BE RECEIVED**.

Executive Summary

1.0 Executive Summary

Over the past few months, the COVID-19 pandemic has radically altered how Londoners work, learn and participate in the community. COVID-19 has challenged the community in an unprecedented way, with long-lasting economic and social impacts likely to continue. In response, London City Council quickly established the London Community Recovery Network in partnership with leaders from London's business, industry, non-profit, academia sectors as well as communities that have experienced disproportionate impacts from COVID-19.

Network members acknowledge that collective efforts toward London's community recovery will require a long term commitment by the community. However, in the first phase of its work, Network members identified 70 ideas for action that included 37 immediate recovery ideas for the City of London to lead in the short term. Twelve (12) of these short term ideas are already underway by Civic Administration. The remaining 25 ideas have been received by Municipal Council with Civic Administration being directed to determine implementation plans for consideration by the appropriate standing committee.

On January 12, 2021, Council resolved that:

"b) The recommended short term ideas for action to support London's COVID-19 community recovery, as submitted by the London Community Recovery Network (the Network) **BE RECEIVED**;

c) Civic Administration **BE DIRECTED** to determine implementation plans for ideas in Table 2, excluding those included in Table 1, and return to the appropriate standing committee for approval in early 2021, noting that with the report to SPPC on September 20, 2020 (2020 Mid-Year Operating Budget Monitoring Report & COVID-19 Financial

Impacts) Council authorized \$5 million to be contributed to the Economic Development Reserve Fund to support social and economic recovery measures”

For transparency and ease of reporting, Civic Administration has developed a single report that includes ideas for action for each of the appropriate Standing Committees. This report to the Corporate Services Committee includes the following Network ideas for action for discussion and direction from the 25 ideas received for implementation by the City of London:

Idea Ref. #	Idea for Action
1.7	Buying Local for the Holidays
1.8	Instagram takeovers in support of local businesses
3.3	Group buying to lower the costs of PPE
3.4	Creating a government funding data bank

Standing committees of Council will consider reports regarding ideas for action that overlap with the mandates of each particular committee. For a full list of the 25 ideas moving forward for the consideration of Municipal Council, please refer to the [December 16, 2020 SPPC report](#).

Linkage to the Corporate Strategic Plan

The community-driven work of the London Community Recovery Network touches on numerous key areas of focus under the City of London Strategic Plan:

Strengthening our Community:

- Londoners have access to the supports they need to be successful
- Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city

Building a Sustainable City

- London has a strong and healthy environment
- Londoners can move around the city safely and easily in a manner that meets their needs

Growing our Economy:

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

Creating a Safe City for Women and Girls

- London has enhanced the potential for women and girls to live safe lives

Leading in Public Service

- The City of London is trusted, open, and accountable in service of our community
- Londoners experience exceptional and valued customer service

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- London Community Recovery Network – Immediate Ideas for Action to Support London’s COVID-19 Community Recovery – December 16, 2020, SPPC
- 2020 Mid-Year Operating Budget Monitoring Report & COVID-19 Financial Impacts - September 20, 2020 - SPPC
- First Report of the London Community Recovery Network – July 14, 2020, SPPC
- COVID-19 Financial Impacts – Update – June 23, 2020, SPPC
- Second Report from the Mayor’s Economic and Social Impact and Recovery Task Forces – May 8, 2020

- COVID-19 Financial Impacts and Additional Measures for Community Relief – April 28, 2020, SPPC
- Homeless Prevention COVID-19 Response and Funding Overview, Community and Protective Services Committee, April 28, 2020, Consent Item # 2.3
- Property Tax Deferral Options – April 14, 2020, CSC
- First Report from the Mayor’s Economic and Social Impact and Recovery Task Forces – April 9, 2020

2.0 Discussion and Considerations

Idea for Action #1.7 – Buying local for the holidays

Idea for Action – Community Request to the City of London

The London Community Recovery Network has recommended that the City of London work with the members of the Network to promote greater spending at home, supporting local businesses and organizations throughout these challenging times. In addition, during the holiday season, a specific call from the community would focus on challenging Londoners to purchase half of their gifts for friends, families and colleagues from local vendors.

Action Taken Since Receipt

A number of existing campaigns are already in place across London’s business community. For example, Tourism London has launched a campaign to highlight local businesses that are currently operating online (visit: <https://www.londontourism.ca/supporting-local-business>). This campaign offers an opportunity for Londoners to “get to know” local vendors and provides access to platforms where purchases can be made. Community partners have launched a wide array of initiatives such as ShopLondon.ca, which brings together the collaborative efforts of partners such as the London Chamber of Commerce, the Western Fair District, and a number of Business Improvement Areas to support local businesses (visit: <https://shoplondon.ca/>).

Next Steps to Implement Idea for Action

The City of London will work with local businesses to determine the best way of supporting initiatives focused on buying local during the holidays. The various campaigns already in place across London’s private sector community benefit from the expertise of a wide array of local organizations. To support these efforts, Civic Administration will explore the role we can play in increasing local spending and work with key community partners such as the Chamber of Commerce, economic development organizations, and Business Improvement Areas to identify opportunities to support their efforts throughout 2021.

With the holiday season passed, Civic Administration will work with local business stakeholders to prepare additional targeted efforts in advance of the 2021 Holiday season. This collaboration will build upon the efforts throughout 2020 and best position the municipality for a focused campaign alongside the community.

There will be no additional financial impact for Idea for Action #1.7 – Buying Local for the Holidays.

Idea for Action #1.8 – Instagram takeovers in support of local businesses

Idea for Action – Community Request for the City of London

Allow businesses to post approved content on the City of London’s Instagram page for one day.

Opportunity

As the COVID-19 pandemic negatively impacts small and local businesses, The City of London can strengthen and develop relationships with the community by allowing businesses to do an “Instagram takeover.”

A takeover will allow the City to:

- Highlight important work being done by London businesses in our community
- Support local businesses struggling with the impacts of COVID-19 by helping them extend their reach to new audiences
- Increase the City's Instagram following and engagement by posting fresh and authentic content
- Show a commitment to inclusivity by featuring diverse businesses across London

Description

The City of London will work with local businesses to develop a schedule of takeovers of the City's Instagram account. A schedule will be developed once we have worked with the local business community to determine the extent of interest in participating.

All posts will use the hashtags #LocalLove and #LdnOnt to help brand this initiative and keep track of social media analytics. Staff will also engage with local businesses to identify any additional hashtags that may be helpful in promoting this program. The business will be required to send over a content calendar with all the posts and the desired times for publishing in advance of the 'takeover'.

After businesses have been identified, and their proposed content has been approved, the City will promote their takeover on all City of London social media platforms (Twitter, Facebook, and Instagram.)

Communications staff will manage this program, including creating basic application process and schedule, and will work directly with local businesses and business associations to launch and promote this. Information about the program and submissions will be managed using the City's public engagement site, www.getinvolved.london.ca. This can be launched before the end of February.

Potential Financial Impacts/ Comments on Implementation

There are no financial impacts. Implementation would require a strategic approach to balance the need to engage with followers on behalf of the organization with the opportunity to promote local businesses.

Idea for Action #3.3 – Group buying to lower the costs of PPE

Idea for Action – Community Request to the City of London

This Idea for Action suggested that smaller organizations such as non-profits and small businesses face higher costs for PPE because they do not benefit from the buying power of larger organizations. Group buying strategies may lower costs for smaller organizations. This idea was included with other "ideas for action by Municipal Council" with the hope that the City could lead this group buying initiative. After further discussion, it was determined that significant cost and complex implementation prohibit the City from leading this project. However, the City Administration recommends exploring alternative approaches through community partnerships.

Next Steps to Implement Idea for Action

Civic Administration recommends establishing contacts with private sector, non-for-profit sector, and public sector partners to identify group buying program options or look at leveraging existing programs to assist non-profit organizations. There are several organizations that can fulfill this role who may have the infrastructure already in place to provide group buying strategies. The City can provide contacts to non-profits for these partners and some initial high-level guidance to setup the structure to consolidate, standardize and leverage the PPE spend.

There will be no financial impact for Idea for Action #3.3.

Idea for Action #3.4 – Creating a government funding data bank

Idea for Action – Community Request to the City of London

The London Community Recovery Network has recommended that the City of London work to create a data bank of government funding/granting opportunities available to London businesses, institutions, and non-profit organizations. The community has also recognized a need for promotion of opportunities through organizations like LEDC, the Small Business Centres and employment agencies in order to provide timely and actionable information to businesses and non-profits positioning for COVID-19 recovery.

Action Taken Since Receipt of Idea

A community inventory of government initiatives, including programs and funding, has already been undertaken by the private and non-profit sectors. The LEDC, London Chamber of Commerce, TechAlliance and the Small Business Centre have collaborated to create the [London Business COVID-19 Portal](#), which can be accessed through each of the organizations' websites. This portal provides information on the latest government recommendations and restrictions for business, as well as funding programs, relief measures, local supports, and additional resources for the business community.

Pillar Nonprofit Network hosts a similar service on their [website](#) for the latest government news and relief to nonprofits, social enterprises, businesses, and individuals. This can be found on the homepage for Pillar Nonprofit Network. The existing private and non-profit portals represent a comprehensive online inventory of COVID-19 relief measures from all level of government for the private sector to access.

Next Steps to Implement Idea for Action

Significant efforts by private and non-profit community partners have already culminated in exceptional resources for Londoners. After reviewing these resources, staff is recommending that the City's efforts focus on enhancing and coordinating information through these existing channels, including support to share these resources across the community. Civic Administration will continue to work closely with the partners hosting the databanks for both the private and nonprofit sectors. Individuals will be identified from the City to ensure that the databanks contain the most recent information received through the City's relationships. Staff will work in partnership with the managing organizations to share this information in real time.

There will be no financial impact for Idea for Action #3.4.

3.0 Financial Impact/Considerations

On September 20, 2020, the 2020 Mid-Year Operating Budget Monitoring Report & COVID-19 Financial Impacts report was presented to SPPC. Civic Administration reported that after applying the Safe Restart Agreement funding and prior to the recommendations in the report, the Property Tax Supported Budget projected surplus would be \$15.3 million. One recommendation was, notwithstanding the Council approved Surplus/Deficit Policy, that Civic Administration be authorized to allocate \$5 million of the surplus to the Economic Development Reserve Fund to support social and economic recovery measures.

As the implementation plans for short term ideas for action from the Network that require municipal implementation are developed, Civic Administration will track the estimated financial impacts. If the total amount exceeds the \$5 million allocation, options for addressing the shortfall will be presented. As the individual implementation plans return to the appropriate standing committee for approval, recommendations to access funding to support the plans will be included.

Conclusion

This report was prepared as part of the City of London's response to the ideas for action identified by the London Community Recovery Network focused on accelerating community recovery from COVID-19 in the short term. If directed, Civic Administration

will begin the implementation of the plans listed herein to execute on these ideas for action.

The Network's idea generation and prioritization process has drawn on the insight and expertise of a wide variety of individuals and has led to valuable discussions related to recovery within our community. The prioritized list of community recovery ideas would not have been possible without the efforts and contributions made by a large number of business and community partners, Members of the London City Council, and all Service Areas across the City of London. The City of London would also like to thank local Members of Parliament and Members of Provincial Parliament for providing valuable insights to members throughout the course of this phase of the work.

Prepared and Submitted by: **Alan Dunbar, CPA, CGA, Manager, Financial Planning & Policy**

Recommended by: **Lynne Livingstone, City Manager**
Anna Lisa Barbon, CPA, CGA, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

cc. Members of the London Community Recovery Network
City of London Senior Leadership Team
Community Recovery Working Group

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Managing Director, Corporate Services
and City Treasurer, Chief Financial Officer

Subject: Portion of City Owned Huxley Street, Declare Surplus

Date: February 8, 2021

Recommendation

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 a portion of City owned land, being part of the Huxley Street road allowance closed and designated as Part 2, Plan 33R-20888, the following actions BE TAKEN:

- a) the subject property BE DECLARED SURPLUS; and
- b) the subject property (“Surplus Lands”) BE TRANSFERRED to the abutting property owner, in accordance with the City’s Sale and Other Disposition of Land Policy.

Executive Summary

This report recommends that a portion of Huxley Street be declared surplus in order to sell (transfer) to the abutting owner in accordance with a Council resolution dated April 17, 2000. Despite the passage of time, the resolution is still binding. Since the intent of the resolution can be fully complied with to the satisfaction of all parties involved, on February 2, 2020 Municipal Council approved the closing of a portion of Huxley Street. As a result of the by-law to close the portion of Huxley Street adjacent to 101 and 107 Baseline Road West, City Administration recommends that the closed portion of the road allowance be declared surplus in order to allow for transfer of the property to the abutting owner, to be included with its development plans for 101 and 107 Baseline Road West.

Linkage to the Corporate Strategic Plan

Municipal Council’s 2019-2023 Strategic Plan identifies “Building a Sustainable City” and “Growing our Economy” as strategic areas of focus. The recommendation in this report will support development while maintaining an active transportation mobility connection.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Environment and Transportation Committee Report - April 10, 2000

Civic Works Committee Report - January 19, 2021

1.2 Binding Resolution

Further to the above noted report submitted by Realty Services, the following resolution was approved by Municipal Council at its meeting held on April 17, 2000, which stated the following:

That, on the recommendation of the Commissioner of Environmental Services & City Engineer, the following actions be taken with respect to the closing of part of Huxley Street:

- a) the closing of the portion of Huxley Street adjacent to 101 and 107 Base Line Road West BE APPROVED;
- b) the closed portion of the street BE SOLD to the abutting owners for an amount to be determined by the Board of Control on the recommendation of the Commissioner or Legal Services & City Solicitor; and
- c) Alan R. Patton, the solicitor for the applicants Mr. R. Saad and Ms. L. Kozman BE APPOINTED as the City's Solicitor for the purpose of obtaining the necessary Court Order on the following terms and conditions:
 - i. all costs associated with the closing, including conveyancing, being borne by the applicants;
 - ii. the applicants agreeing that the conveyance of the closed street will be subject to the retention by the City of a 10 foot strip for a walkway to connect the southerly portion of Huxley Street to Base Line Road West;
 - iii. the applicants agreeing that the conveyance of the closed street will be subject to easements for existing sewers and watermain, for Bell Canada and Union Gas services and, depending on the results of the required survey, for London Hydro; and
 - iv. the applicants and their solicitor agreeing that the application to the Court for closing shall be made in accordance with the City Street and Lane Closing Procedure. (67.3.3) (2/8/ETC)

Notwithstanding that the resolution was not previously acted upon, it remains in effect and is binding as written.

With the exception of the existing pedestrian walkway connecting the southerly travelled portion of Huxley Street to Base Line Road West, the road allowance is not travelled by motorized vehicles, nor is it required as a road connection since there are alternative road links close by.

A Location Map of the subject property is shown as Appendix A.

2.0 Discussion

Bluestone Properties Inc. (Bluestone) recently advised the City that they have acquired the properties known municipally as 101 and 107 Base Line Road West for a proposed re-development. In order to support their re-development plans, Bluestone requires the Huxley Street road allowance that is situated between the two properties.

Bluestone have advised the City of their intention to exercise their right to acquire the Huxley road allowance as per the terms of the April 17, 2000 council resolution subject to first acquiring title to the abutting properties being 101 and 107 Base Line Road West.

In accordance with the said resolution above and at its February 2, 2021 meeting, Municipal Council approved the resolution and passed the motion to have the Chief

Surveyor initiate the process of legally stopping up and closing the portion of Huxley road allowance referenced herein.

3.0 Benefits to the City

The developer, Bluestone Properties Inc., has plans to re-develop the site directly west and east of the closed public road. The closed public road would serve to assist with the overall re-development.

The benefits in proceeding with the surplus declaration and transfer to Bluestone Properties Inc. include the following:

- Adheres to the original April 17, 2000 Bylaw which intent remains the same, to convey the road allowance to the abutting owners, which will be satisfied.
- Utility easements identified in the original resolution along with an easement for Roger's Communications will be protected along with rights protected for the City and London Hydro for any existing underground services.
- In lieu of the City retaining a ten foot (3 metre) wide strip of land for the existing walkway, the entire road allowance will be conveyed but an easement for public usage will be retained. This will ensure the walkway will be protected, but also provide an option to relocate the walkway to a more advantageous location through the site plan approval process subject to the approval of Transportation Planning and Design.
- As part of the transfer of the lands to Bluestone, revenue will be generated to the City as part of the sale and in accordance to fair market value principles.
- The surplus declaration and transfer of lands will allow Bluestone to redevelop 101 and 107 Baseline Road West which will lead to more efficient land use, increase residential unit supply in the area, and generate higher property tax revenues for the City pending the successful completion of the redevelopment project.

3.0 Financial Impact

There are no significant cost implications to the City to close the road allowance by By-law. Bluestone is responsible for all costs including providing the required reference plan, their legal fees and for cost to purchase the lands as recommended by Realty Services.

Conclusion

The original April 17, 2000 Council resolution to close and sell the Huxley Street road allowance was not previously acted upon but remains binding. Declaring the land surplus meets the intent of the April 17, 2000 resolution as the road allowance is not required for public transportation purposes other than the pedestrian walkway which will be retained in the form of an easement at no cost to the City.

The added benefits include reduced liability and maintenance with the land, revenue received for the sale and transfer of the property, more efficient land use, and future increased property taxes collected by the City pending the successful redevelopment of the land by Bluestone Properties Inc.

The Civic Administration is therefore recommending to proceed in declaring the land surplus and transferring to Bluestone Properties Inc. the adjacent property owner.

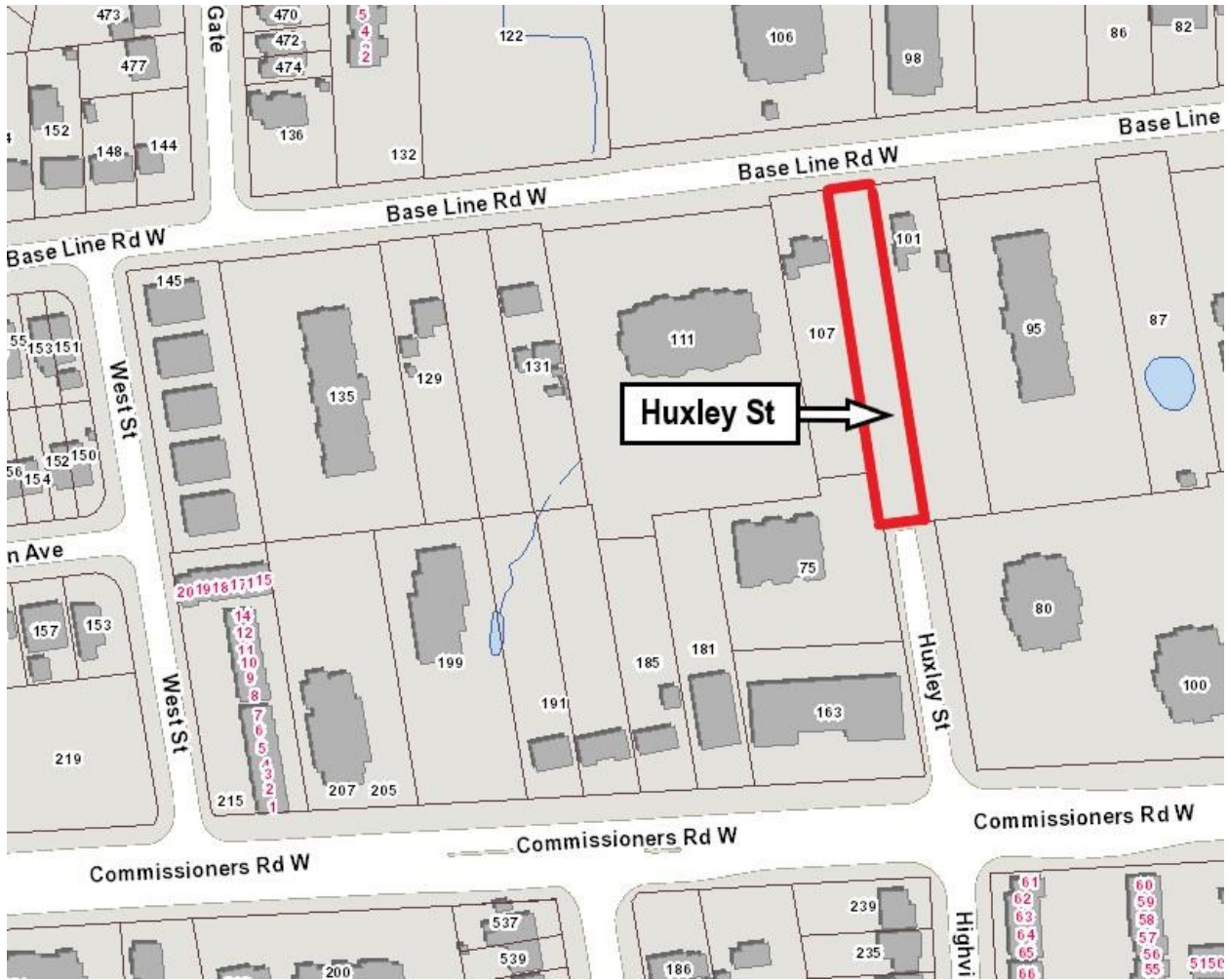
Prepared by: Adam Ostrowski, Manager II, Realty Services

Submitted by: Bill Warner, Manager of Realty Services

Recommended by: Anna Lisa Barbon, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

File No. P-2565
February 1, 2021

Appendix A Location Map



Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Managing Director, Corporate Services
and City Treasurer, Chief Financial Officer

Subject: 79 Glendon Drive, Middlesex Centre - Surplus Declaration

Date: February 8, 2021

Recommendation

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 a portion of City owned land being 79 Glendon Drive Located in the Municipality of Middlesex Centre which is legally described as Part Lot 7 BF Concession and Part Road Allowance Between BF Concession and Concession 1 closed by Bylaw 38-84 registered as 680445 being Parts 24 to 27 on Plan 33R-5930 Together With 212600, 212601 and 212602 in the geographic Township of Lobo being all of PIN 085020014, the following actions **BE TAKEN**:

- a) the subject property **BE DECLARED SURPLUS**; and,
- b) the subject property ("Surplus Lands") **BE TRANSFERRED** to the abutting property owner, in accordance with the City's Sale and Other Disposition of Land Policy.

Executive Summary

This report recommends that 79 Glendon Drive in the Municipality of Middlesex Centre to be declared surplus in order to sell (transfer) to the abutting owner which is the Municipality of Middlesex Centre.

Linkage to the Corporate Strategic Plan

Municipal Council's 2019-2023 Strategic Plan identifies "Building a Sustainable City" and "Growing our Economy" as strategic areas of focus. The recommendation in this report will support the forementioned strategic areas by declaring surplus these lands and transferring ownership to the abutting owner, generating revenue from the sale and by eliminating the maintenance costs and liability risks associated with owning a parcel of land that is no longer useful to the City through the City's Sale of Other Disposition of Land Policy.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

None

1.2 Summary

79 Glendon Road is located just outside of the City limits in the Municipality of Middlesex Centre near Komoka. The parcel is approximately 0.895 acres and was previously the site of a water pumping station along with four (4) water wells dating back

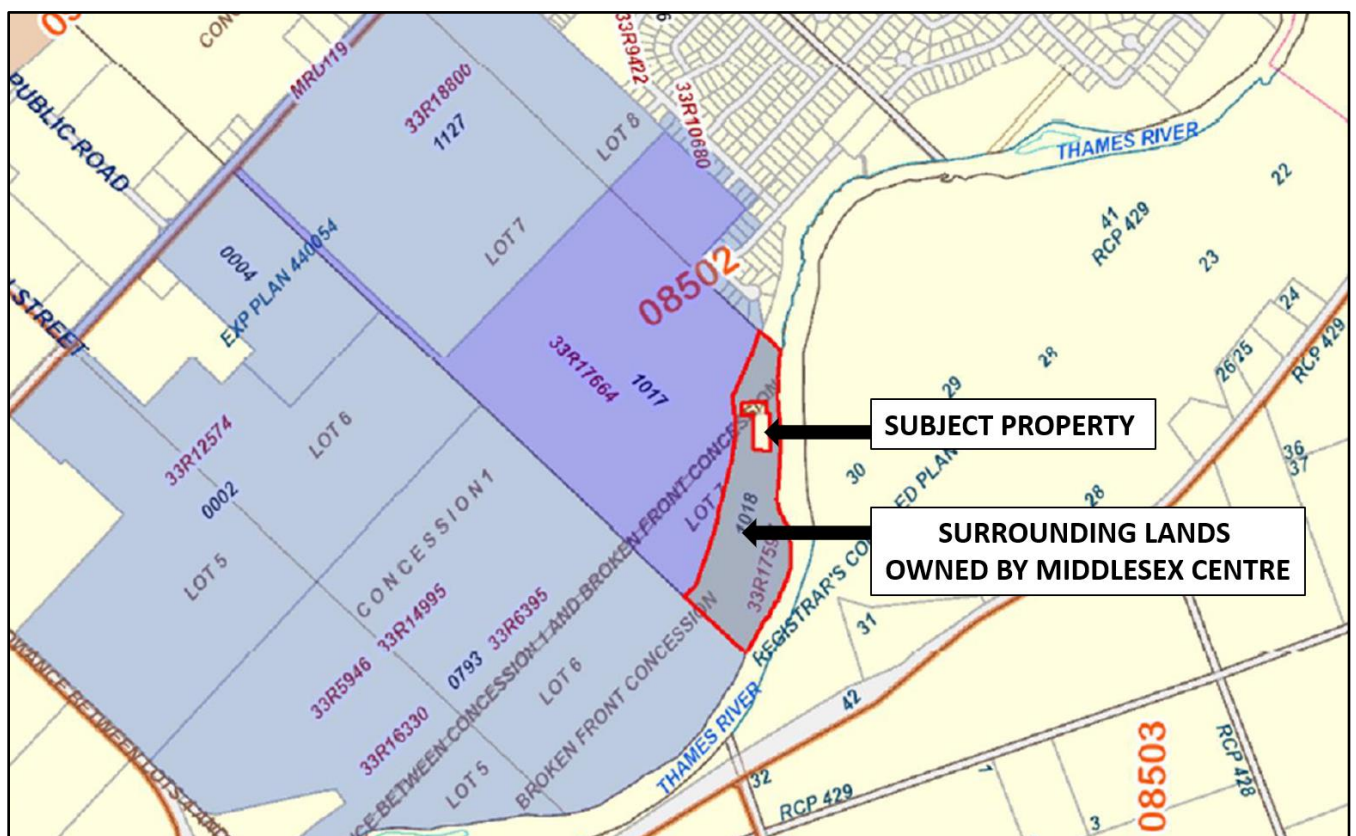
to the 1960's. The pumping station facility and underground wells have since been decommissioned and the lands have been fully restored in accordance to Ministry of Environment and Upper Thames Region Conservation Authority regulations. All restoration of the lands was finalized in September of 2004.

The property is surrounded by lands owned by the Municipality of Middlesex Centre. Access to the property is unofficially along a road called Queen Street with several deeded and unused easements which are intended to be released as part of a proposed land transfer.

In accordance with the City's Sale of Other Disposition of Land Policy, an internal property liaison circulation was circulated to determine if there is any existing or future municipal need for the land. No further City need has been identified.

A location map of the subject property is shown in Section 1.3 below.

1.3 Location Map



2.0 Discussion

On December 22, 2020 Realty Services contacted the abutting owner, Municipality of Middlesex Centre, to see if there was interest in acquiring the lands from the City. In early 2021, the Municipality responded expressing interest in acquiring this parcel.

Relying on internal appraisal staff and using the CP-9 bylaw as framework for negotiations, a fair market value will be established for the property and relied upon during disposition.

The Sale and Other Disposition of Land policy under Section 4 Methods of Sale allows for the disposition of lands to abutting property owner through direct negotiation.

3.0 Benefits to the City

As part of the transfer of the lands to Middlesex Centre, revenue will be generated to the City as part of the sale and in accordance with fair market value principles, transferring the lands will eliminate potential liability and ongoing maintenance with the lands.

3.0 Financial Impact

There are no significant cost implications to the City to declare this property surplus and transfer ownership to the Municipality of Middlesex Centre. Middlesex Centre is responsible for their own costs in terms of due diligence, legal and conveyancing costs.

Conclusion

The vacant Subject Parcel was the site of a former City owned pumping station (north of Thames River) which has now been closed, fully decommissioned, and no longer serves the City's original purpose. Through the property liaison process, no further municipal need has been identified. The benefits in declaring the lands surplus include releasing the City from lands which presently serve no utility, release of liability and maintenance, and generating some revenue as part of the transfer.

It is the recommendation of Civic Administration that 79 Glendon Drive will be declared surplus and offered for sale in accordance with the City's Sale of Other Disposition of Land Policy and transferred to The Municipality of Middlesex Centre for an amount to be determined.

Prepared by: Adam Ostrowski, Manager II, Realty Services
Submitted by: Bill Warner, Manager of Realty Services
Recommended by: Anna Lisa Barbon, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

cc: Gary Irwin, Division Manager and Chief Surveyor, Geomatics
Sachit Tatavarti, Solicitor I
Scott Koshowski, P.Eng , Water Operations Division
Kelly Scherr, Managing Director, Environmental & Engineering Services and City Engineer

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Cathy Saunders, City Clerk
Subject: Application – Issuance of Proclamation – Personal Support Worker Day
Date: February 8, 2021

Recommendation

That, the Civic Administration BE ADVISED as to how Municipal Council wishes to proceed with the attached (Appendix “A”) Proclamation request.

Previous Reports Pertinent to this Matter

Corporate Services Committee – December 3, 2019
Corporate Services Committee – January 6, 2020

Background

The Issuance of Proclamations Policy is attached as Schedule “A” for information purposes.

Conclusion

The Civic Administration is seeking direction from the Municipal Council as to how they wish to proceed with the attached (Appendix “A”) proclamation request received January 14, 2021 from the Canadian PSW Network requesting May 19, 2021 be proclaimed Personal Support Worker (PSW) Day.

Submitted by: Cathy Saunders, City Clerk

Proclamation Request Form

Requests for the issuance of proclamations are governed by Council Policy (excerpted below). Requests must be received at least six (6) weeks in advance of the requested issuance date and may be emailed to the City Clerk at ClerksApprovalRequests@london.ca or mailed to City Hall, P.O. Box 5035 LONDON, ON, N6A 4L9.

Request details

Name of Organization - The Canadian PSW Network
Date Proclamation Required - May 19th, 2021
Proclamation Name - Personal Support Worker (PSW) Day
Proclamation Type (day, week or month) - Day
Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations) - Public Awareness
Requester Name - Lynn Steele - Founder & CEO
Requester Telephone Number - 647-848-3532
Requester Email Address - lynn.steele@canadianpswnetwork.org
Requester Address - 35 Tupper Street East, Alliston, Ontario L9R 1E5
Provide details of your Organization's Connection to London - We are a not-for-profit organization in our 3rd year that provides support, resources and advocacy for Personal Support Workers (PSWs) across every city and town in Ontario. We connect with many PSWs in your city every day.
Required Supporting Documents <ul style="list-style-type: none"> ● Detail information on the Organization ● Detail information on the Event ● Confirmation of authorization from the Organization to submit the request
The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws
Signature E-Signed - Lynn Steele Date - January 14th,
2021 NOTICE OF COLLECTION OF PERSONAL INFORMATION Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: csaunder@london.ca



THE CANADIAN PSW NETWORK

Keeping The CARE in Health Care

www.canadianpswnetwork.org

Proclamation Request

January 14th, 2021

To Whom This Concerns:

We are reaching out to respectfully request that your office grant us an official proclamation for Personal Support Worker (PSW) Day on May 19th of this year.

PSWs have selflessly and tirelessly provided care to our community's most vulnerable through an extraordinarily challenging year, a year made more precarious by a pandemic the likes of which many of us have never seen. Through all of this they have been, and continue to remain, steadfast and true. They have given so much of themselves every day, sacrificing their own health, safety, time with their families, even their lives to ensure the safety and care of our seniors and vulnerable.

As a proud Certified PSW myself, and Founder and CEO of The Canadian PSW Network; a not-for-profit network providing support, resources and advocacy for our fellow PSWs, I'm asking that you join with us in recognizing May 19th of this year in an official capacity with a Mayoral Proclamation deeming May 19th, 2021 as Official PSW Day on behalf of yourself and The Canadian PSW Network.

PSWs only get recognition this one day a year and I firmly believe they truly deserve our community leader's recognition and respect for everything they have done through this pandemic and through the horrific working conditions they face every day, especially in the Long-term Care setting.

If your office does not provide proclamations, but has an alternative such as a lighting of City Hall, we would be appreciative of the show of support and recognition however you can.

If your office does not provide proclamations, but has an alternative such as a lighting of City Hall, we would be appreciative of the show of support and recognition however you can and a show of lighting in our Network's colours of [Blue](#) and [Green](#) would be greatly appreciated.

We look forward to hearing from you.

Kind Regards,

Lynn Steele
PSW | CDCP
Founder & CEO
Direct: 647-848-3532



THE CANADIAN PSW NETWORK

Keeping The CARE in Health Care

www.canadianpswnetwork.org

Suggested Proclamation Script

Personal Support Worker (PSW) Day

May 19th, 2021

Whereas today, we recognize all of the Personal Support Workers (PSWs) who are the frontline of our healthcare system.

PSWs have selflessly and tirelessly provided care to our community's most vulnerable through an extraordinarily challenging year, a year made more precarious by a Pandemic the likes of which many of us have never seen. Through all of this they have been, and continue to remain, steadfast and true.

They have given so much of themselves every day, sacrificing their own health, safety, time with their families, even their own lives to ensure the safety and care of our seniors and vulnerable.

PSWs ensure that people in long term care facilities, or in their homes are safe and cared for. They make every effort to provide the best possible care to them, and do it with a sense of compassion and empathy that is the badge of honour of every PSW.

Now, more than ever we are thankful to our PSWs along with all health care workers on the frontlines caring for those who are affected by COVID-19.

PSWs truly deserve our recognition and respect for everything they have done through this Pandemic and through the working conditions they face every day, especially in the Long-term Care setting.

PSW Day is an opportunity to celebrate their contributions to our community, and to our loved ones.

Thank you to all the PSWs and frontline health care workers to continue to provide this essential and vital work that directly impacts the lives of so many everyday.



Issuance of Proclamations Policy

Policy Name: Issuance of Proclamations Policy

Legislative History: Adopted September 19, 2017 (By-law No. CPOL.-115-367);
Amended July 24, 2018 (By-law No. CPOL.-115(a)-418)

Last Review Date: January 6, 2020

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy sets out the requirements for the issuance of proclamations.

2. Definitions

2.1 Not applicable.

3. Applicability

3.1 This policy shall apply to any request for the issuance of proclamations on behalf of the City of London.

4. The Policy

4.1. Proclamations are ceremonial documents issued and signed by the Mayor on behalf of City of London Council that officially recognizes public awareness campaigns; charitable fundraising campaigns; and arts and cultural celebrations of organizations that reside/operate within the City of London. The requester must clearly identify the significance and connection of the proclamation to the mandate and goals as set out in the City of London's Strategic Plan. A proclamation does not constitute a personal or civic endorsement.

Application Process

- a) Proclamations requests are to be submitted on the City of London Application form to the City Clerk's Office at least six (6) weeks in advance of the requested issuance date.
- b) The Application must provide sufficient background information about the organization, cause or event being proclaimed and the proposed text for inclusion in the proclamation. The proposed text is subject to approval by the City of London to ensure compliance with City of London's policies and by-laws.
- c) Upon receipt of the Application, the City Clerk's Office will review the Application in accordance with this Policy and if the Application appears to be in compliance with the Policy, the Application will be placed on the next available Corporate Services Committee meeting for consideration.
- d) The Corporate Services Committee will review the Application and provide a recommendation to the Municipal Council for consideration with respect to the disposition of the Applications.

Schedule "A"

Administration of Policy:

- e) The cause or event must contribute to the economic, social and cultural fabric of the City of London.
- f) Repeat requests must be submitted on an annual basis.
- g) An organization may request one proclamation per calendar year.
- h) Organization do not have exclusive rights to the day, week, or month being proclaimed.
- i) Proclamations of a similar topic will be issued on a first come first served basis.
- j) The City of London will not incur any expenses relating to the advertising or promotion of a proclamation. Recipients are responsible for the promotion of the proclamation, organization of related activities and for all associated costs.
- k) Proclamations will not be issued for:
 - Matters of political controversy, ideological or religious beliefs or individual conviction.
 - Events or organizations with no direct connection to the City of London.
 - Campaigns or events contrary to City of London policies or by-laws.
 - National, Independence or Republic Days.
 - Campaign or events intended for profit-making purposes.
 - Recognition of individuals.
 - Recognition of events or organizations that espouse discrimination, hatred, violence or racism.
 - Matters attempting to influence government policy.
 - Matters designed to incite hatred or disorder.
- l) The City of London reserves the right to refuse to issue a proclamation.