

Agenda Including Addeds

Strategic Priorities and Policy Committee

6th Meeting of the Strategic Priorities and Policy Committee

March 9, 2021, 4:00 PM

2021 Meeting - Virtual Meeting during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Meetings can be viewed via live-streaming on YouTube and the City website

Members

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

The City of London is committed to making every effort to provide alternate formats and communication supports for Council, Standing or Advisory Committee meetings and information, upon request. To make a request for any City service, please contact accessibility@london.ca or 519-661-2489 ext. 2425. To make a request specific to this meeting, please contact SPPC@london.ca

Pages

1. Disclosures of Pecuniary Interest

2. Consent

- | | | |
|------|---|-----|
| 2.1. | Transition Plan Progress Report - Housing Development Corporation, London (HDC) | 2 |
| 2.2. | 2021 Assessment Growth Funding Allocation | 5 |
| | a. (ADDED) C. Butler | 104 |

3. Scheduled Items

4. Items for Direction

5. Deferred Matters/Additional Business

- | | | |
|------|--|-----|
| 5.1. | (ADDED) Service Review: Audit and Accountability Fund Applications and Single Source 21-14 Procurement Process Assessment Review | 105 |
|------|--|-----|

6. Confidential (Enclosed for Members only.)

6.1. Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual with respect to employment-related matters and advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose.

7. Adjournment

Report to Strategic Priorities and Policy Committee

To: Chair and Members
Strategic Priorities and Policy Committee

From: Kevin Dickins, Acting Managing Director, Housing, Social Services and Dearness Home and
Anna Lisa Barbon, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

Subject: Transition Plan Progress Report – Housing Development Corporation, London (HDC)

Date: March 9, 2021

Recommendation

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the Managing Director, Corporate Services and the City Treasurer, Chief Financial Officer, and concurrence of the Managing Director, Corporate Services and City Solicitor that the following actions be taken with respect to the proposed restructuring of the Housing Development Corporation, London (HDC), next steps and timelines;

- a) That, the report dated March 9, 2021 titled “Transition Plan Progress Report – Housing Development Corporation, London (HDC)”, Be Received; and
- b) That, the Civic Administration Be Directed to work and report back on the recommendations to winding up the Housing Development Corporation, (HDC) London when it has been confirmed that all commitments and functions of the HDC have been assumed by the City.

Executive Summary

At the Municipal Council, meeting held on January 12, 2021 it was resolved that the Civic Administration be directed “to bring forward the necessary by-laws and documentation to dissolve Housing Development Corporation, London (HDC) and to integrate the affordable housing portfolio into the Corporation of City of London’s Corporate Structure with an implementation timeline of Q2 2021”; and, that the Civic Administration be directed “to undertake all other actions required to support the effective implementation, consistent with the City’s Service Manager legislated responsibility and report back on a recommended course of action”.

The purpose of this report is to provide Municipal Council with an update on the process being taken to effectively transition the HDC into the Civic Administration corporate structure including the ongoing business commitments of the HDC and the ongoing corporate entity it represents.

Linkage to the Corporate Strategic Plan

Strengthening Our Community

- Londoners have access to the supports they need to be successful
- Londoners are engaged and have a sense of belonging in their neighbourhoods and community
- London’s neighbourhoods have a strong character and sense of place

Leading in Public Service

- Increase efficiency and effectiveness of service delivery
- Maintain London’s finances in transparent and well-planner manner to provide equity and affordability over the long term

Analysis

1.0 Background Information

During the January 12, 2021 Municipal Council meeting, Civic Administration committed to providing a report back to the Strategic Priorities and Policy Committee in Q1 of 2021 with an update on the transition plans to integrate the Housing Development Corporation, London (HDC) into the Civic Administration.

Stemming from the January 12, 2021 Municipal Council meeting and building from the information gathered throughout the most recent functional review of the Housing Development Corporation, London (HDC) much work has been undertaken to ensure a fulsome understanding and catalogue of the contractual obligations related to all housing development projects. Additionally, an emphasis on business continuity related to the ongoing commitments of HDC continues to be communicated, while detailed integration plans continue to be finalized related to operational and governance matters to ensure a seamless transition into a new Civic Administration structure.

1.1 Previous Reports Related to this Matter

- Item # 2.3 - Strategic Priorities and Policy Committee – March 26, 2018
- Item # 4.4 - Strategic Priorities and Policy Committee – April 8, 2019
- Item # 2.2 - Strategic Priorities and Policy Committee – August 26, 2019
- Item # 4.1 - Strategic Priorities and Policy Committee – September 16, 2020
- Item # 2.2 - Strategic Priorities and Policy Committee – April 28, 2020
- Item # 3.1 - Strategic Priorities and Policy Committee – June 9, 2020

2.0 Discussion and Considerations

2.1 Business Priorities:

The Housing Development Corporation, London (HDC) continues to be heavily involved in multiple development projects, including those under City of London leadership, directly linked to the Federal Rapid Housing Initiative (RHI), specifically the modular built form projects. These and other critical affordable housing development projects remain top priority for Civic Administration. As such, the respective development companies rostered with HDC have been informed in writing that any ongoing projects will continue in development and will be captured as part of an inventory of business commitments made by the HDC.

HDC has retained Miller Thomson LLP to catalog the legal commitments of the HDC. Once the Miller Thomson LLP has completed the inventory, City staff will present this information to Council, along with such further recommendations as may be advisable.

The City Solicitor has advised that while it should be possible for all existing legal commitments of the HDC to be successfully assumed by the City, the HDC should be retained as a shell company until it has been confirmed that all the City's housing development objectives can be accomplished by the municipal corporation itself.

Civic Administration continues to review and confirm existing priorities and procedures that would allow for the full integration of HDC into the Civic Administration structure. This includes the confirmation that there will be no change in priority status related to surplus school properties. Currently any such property when offered to the HDC, is done so on behalf of the Consolidated Municipal Service Manager (CMSM), which is in fact the City of London. Therefore, the City of London will maintain this priority status moving forward.

2.2 Operational Priorities:

Civic Administration along with the Board and Staff of HDC continue to meet regularly to map out and share information related to the integration efforts. This includes matters

related to Human Resources and Department structure within the Civic Administration Organizational Chart.

Recently it was shared with the HDC Board and Staff that the HDC team would be integrated into the Civic Administration structure as part of a newly formed, and still being designed, Municipal Housing Development team, under the soon to be created Planning and Economic Development Service Area. The transition from the current HDC model to the Municipal Housing Development team will continue through varying levels of engagement across the Civic Administration teams and with involvement from HDC.

The transition into the new Civic Administration organizational structure for HDC will coincide with ongoing City of London restructuring efforts with an aim for May 4, 2021. Ongoing progress continues to occur between all parties and through the involvement of the City of London Human Resources department.

3.0 Financial Impact/Considerations

As part of the transition of the HDC into the Municipal Housing Development team, existing approved budgets will be transferred from the HDC to the City of London. Budget savings resulting from the implementation of the changes will be re-allocated to support the construction of new affordable housing units as they are realized.

Conclusion

The need for affordable housing in the city of London continues to be a top priority, and as such the continuity of business for HDC during this transition period remains of great interest to Civic Administration and the efforts to move affordable housing projects along. As such and through direct communication to HDC, it remains business as usual at this time.

The Civic Administration recommends that the Housing Development Corporation, London (HDC) be retained as a *shell* corporation beyond the transition timeline of May 4, 2021 until it can be satisfied that all commitments and business functions of the HDC can be honoured and absorbed by the City. Ongoing evaluation of the value of retaining the corporate entity will be carried out.

Civic Administration will continue to follow the thorough process that is in place to successfully transition the HDC into the Planning and Economic Development Service Area within the yet to be finalized Municipal Housing Development team by May 4, 2021.

All existing contractual obligations of the HDC are being catalogued by a third party and will be shared with the City of London in due time. This exercise will help inform the next stages of the integration process and once the cataloguing process has been completed, Civic Administration will report back to Municipal Council to outline said commitments and the process for executing on them.

Recommended by: Kevin Dickins, Acting Managing Director, Housing, Social Services and Dearness Home
Recommended by: Anna Lisa Barbon, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer
Concurred by: Barry Card, Managing Director, Corporate Services and City Solicitor

Report to Strategic Priorities and Policy Committee

To: Chair and Members
Strategic Priorities and Policy Committee

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

Subject: 2021 Assessment Growth Funding Allocation

Date: March 9, 2021

Recommendation

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the 2021 Assessment Growth Funding Allocation Report **BE RECEIVED** for information.

Executive Summary

This report details the allocation of assessment growth funding to civic service areas and boards and commissions that incur costs to provide services due to growth in accordance with the Assessment Growth Policy. A total of \$10,166,594 has been allocated to approved business cases from the \$10,235,072 of available funding. The residual has been applied as per policy.

Linkage to the Corporate Strategic Plan

Council's 2019-2023 Strategic Plan for the City of London prioritizes "Building a Sustainable City" as a key area of focus, under which "responsible growth" is identified as an individual strategy. The allocation of assessment growth funding ensures that the City is growing in a manner that is consistent with long-term financial sustainability.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Corporate Services Committee, meeting on January 18, 2021, Agenda Item 2.6, Assessment Growth for 2021, Changes in Taxable Phase-In Values, and Shifts in Taxation as a Result of Reassessments:

<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=76699>

2.0 Discussion and Considerations

Assessment growth generally refers to the net increase in assessment attributable to new construction less adjustments resulting from assessment appeals and property tax classification changes. Each year, weighted assessment growth is calculated as it generates incremental tax revenue. For 2021, the weighted assessment growth is 1.38%, or \$8,852,749. This amount, along with the prior year carryover of \$1,382,323 is available to fund costs associated with an expanding and growing city for 2021. The total assessment growth funding available for 2021 is summarized as follows:

| Assessment Growth Funding Available | Amount |
|--|---------------------|
| Weighted Assessment Growth at 1.38% | \$8,852,749 |
| Prior Year Assessment Growth Carryover | 1,382,323 |
| Total Assessment Growth Funding Available | \$10,235,072 |

Allocation of 2021 Assessment Growth

Civic service areas, boards & commissions that incur costs to provide services due to growth are required to submit business cases to the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer or designate. The business cases provide justification and rationale for the assessment growth funding requests and include a description of the need for growth funding, the associated financial impacts as well as metrics.

The following table provides a summary of the approved 2021 assessment growth business cases for costs due to a growing and expanding City.

| Case Number | Service | Total Funding | Permanent Funding | One-Time Funding ¹ |
|--|---|-------------------|-------------------|-------------------------------|
| 2020-12 | Prior Year Deferred Assessment Growth Case: Police - Unfunded Portion of 2020 Assessment Growth Case 12 | 516,488 | 460,828 | 55,660 |
| 1 | London Public Library - Collections | 27,771 | 27,771 | |
| 2 | Recycling and Composting - Yard Waste | 111,841 | 111,841 | |
| 3 | Garbage & Recycling - Garbage Collection | 130,635 | 130,635 | |
| 4 | Garbage & Recycling - Recycling | 103,533 | 103,533 | |
| 5 | Garbage & Recycling - Contribution to Reserve Fund | 26,250 | 26,250 | |
| 6 | Parks & Natural Areas Planning & Design | 9,884 | 9,884 | |
| 7 | Neighbourhood and Recreation - Sports Services | 103,750 | 103,750 | |
| 8 | Aquatics - Supervisor for East Lions Community Centre | 105,652 | 105,652 | |
| 9 | Parks & Horticulture - New Parkland | 86,492 | 86,492 | |
| 10 | Urban Forestry | 355,961 | 355,961 | |
| 11 | Planning - Environmentally Significant Area (ESA) Management | 22,868 | 22,868 | |
| 12 | Fire & Rescue Services - New Aerial Company | 627,573 | 627,573 | |
| 13 | Fire & Rescue Services - Station 15 | 833,044 | 833,044 | |
| 14 | Police - 2021 Assessment Growth Request | 1,525,969 | 1,299,485 | 226,484 |
| 15 | Roadways - Street Lights | 148,740 | 148,740 | |
| 16 | Roadways - Traffic Signals | 79,248 | 79,248 | |
| 17 | Roadways - Road & Winter Maintenance, Roadway Planning & Design | 304,502 | 304,502 | |
| 18 | London Transit - Conventional & Specialized | 2,030,800 | 2,030,800 | |
| 19 | Realty Services | 118,000 | 118,000 | |
| 20 | Facilities Design & Construction | 126,763 | 122,000 | 4,763 |
| 21 | Corporate Asset Management – City Assets | 2,270,830 | 2,270,830 | |
| 22 | Corporate Asset Management – London & Middlesex Community Housing Assets | 500,000 | 500,000 | |
| Total Prior Year Deferred and 2021 Assessment Growth Business Cases | | 10,166,594 | 9,879,687 | 286,907 |

1. One-time funding will be carried forward to the following year as a permanent source for future growth costs.

Please refer to Appendix A for the corresponding assessment growth business cases outlined in the allocation summary.

3.0 Financial Impact/Considerations

According to the Assessment Growth Policy, any remaining funding is allocated as follows:

- 1) 50% to reduce authorized debt on a one-time basis; and
- 2) 50% to the Capital Infrastructure Gap Reserve Fund on a one-time basis.

The following table summarizes 2021 Assessment Growth utilization.

| 2021 Assessment Growth (AG) Allocation Summary | Amount |
|--|--------------|
| Total AG Funding Available | \$10,235,072 |
| Permanent Service Area Requests | -9,879,687 |
| One-Time Service Area Requests ¹ | -286,907 |
| AG Funding Remaining after Business Case Requests | \$68,478 |
| Policy Allocation: | |
| 50% Debt Reduction on a One-Time Basis ¹ | -34,239 |
| 50% Capital Infrastructure Gap Reserve Fund on a One-Time Basis ¹ | -34,239 |

Note 1: One-time allocations from 2021 will be carried forward as available funding in 2022 - total of \$355,385.

Conclusion

Assessment growth from new development generates incremental tax revenue. Many services are required to be extended due to this growth. These approved allocations will provide funding for the costs incurred in maintaining those services.

Prepared by: Martin Galczynski, CPA, CA, Manager, Financial Planning & Policy

Submitted by: Kyle Murray, CPA, CA, Director, Financial Planning and Business Support

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

2021 Assessment Growth Business Case #2020-12

Service Grouping: Police Services
 Service: Police Services
 Background/Description of Change: Increase complement to address growth related impacts.

1. Background (2020 BC 12 \$516,488 Deferral)

2. Current State

a) Area Currently Served by Unit of Measure
Population = 409,000 (2019)

b) Current Cost and Labour for Service or Program Provided (2020 Total Expenditures less Expense Recovery)

| Total (Annual) Operating Cost | FT# | FTE# |
|-------------------------------|-----|------|
| \$123,787,204 | 852 | 852 |

c) Unit of Measure Cost of Service (Current Cost/Labour divided by Current Area)

| Unit of Measure Cost | Unit of Measure FTE |
|--------------------------------------|---|
| $\$123,787,204 / 409,000 = \302.66 | $852 / 409,000 = .002 \text{ FTE/person}$ |

d) If this is a Contracted Service, what is the Percentage Contracted Out?

n/a

e) Assets Currently Used to Provide Service

Vehicles, training, materials and supplies (e.g., fuel, ammunition, outfitting costs and equipment)

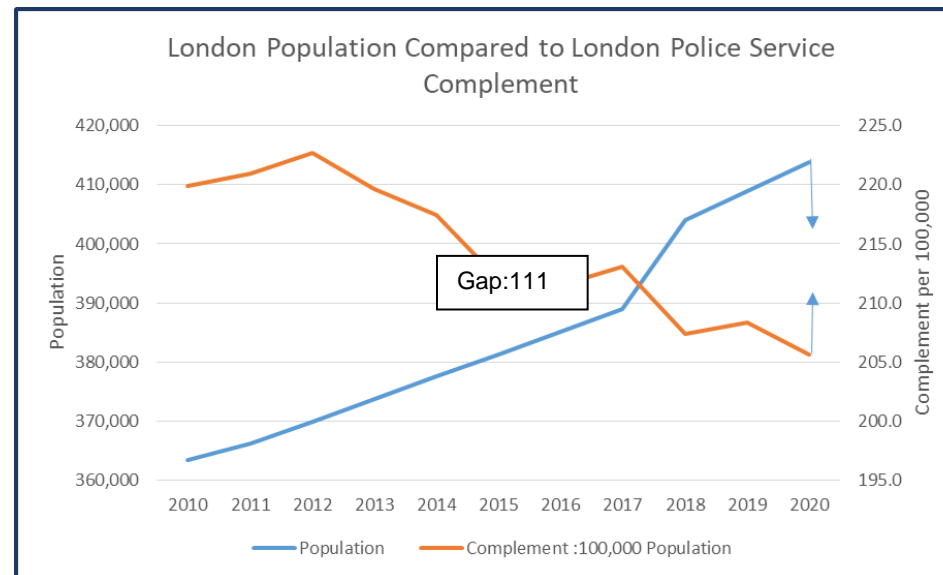
3. Request

a) Growth Area by Unit of Measure

Population growth, density and intensification impact demands for policing. Typically, where there is a greater density, greater police resources are required. This includes both proactive and reactive police activities combined with impacts to those in support roles within the organization (egg. Information Communications and Technology, Supervision, Court Services). Recent developments, for example, the Old East Village and downtown revitalization, impact population density and will require more resources to maintain public safety and respond to calls. Strategic initiatives introduced by the City to attract and retain population downtown will increase these effects.

Increased population translates to increased demands for policing within the community. London's population in 2018 was 404,100 and is projected for 2019 to be approximately 409,000 and 413,900 for 2020, an increase of 1.2% each year.

While the population has been steadily increasing, the measurement of Police Officers and Civilian staff per 100,000 Population has declined since 2012. The result is in an ever-widening gap; for example, to maintain a Staff: Population Ratio of 219.9 to 1 (from 2010) in 2020, a total of 111 Staff (FTE) would be required.



A culture of effectiveness and inherent drive for efficiencies within the London Police Service (LPS) assists in managing operational requirements and workload demands despite the gap. In an audit completed during 2015, PricewaterhouseCoopers states that:

“LPS has a similar number of sworn officers per 100,000 people compared to the average police service. While sworn officers per capita is relatively consistent with other services, LPS has a lower actual operating cost per capita. This means there are strong cost reduction measures at LPS around non-personnel expenses. It could also indicate that the same level of service is being provided, but at a better price.”

Regular investments in London Police Service human resources through Assessment Growth funding is of considerable benefit.

b) Impact of Growth - Staffing

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 10 | 10 | \$1,405,072 |

In order to keep pace with the growth within the City of London and provide adequate and effective police service to a growing City, the following ten positions (five Police and five Civilian) are required for 2020. It is important to understand that these resources are representative of both front-line and support roles. Support roles are integral to ensure the most effective delivery of service to the citizens of London.

Constable – Patrol Operations (4)

Constables in Patrol Operations are often thought of as the face of the LPS. They are engaged in patrol, community engagement, conducting investigations, as well as preparing for and attending court.

Average call times and total time spent on calls has increased as a result of a number of factors. The overall complexity of investigations is increasing some of which is related to requirements for judicial authorizations, the availability of video evidence, and evidentiary requirements. Officers in Patrol Operations answer 72% of all calls for service received with times spent on calls increasing by 4.1% over the past six years.

A significant amount of time is required for mandatory training. This includes training related to de-escalation, regulated interactions (street-checks), Conducted Energy Weapon training, naloxone, and cannabis legislation. Over the past four years, training requirements have increased by 14,675 hours (75%) for Patrol Operations.

Increasing demands have resulted in Patrol Officers missing lunch breaks with a greater frequency, and overtime hours are increasing. There is evidence this is impacting Member wellness.

Inspector – Uniformed Division (1)

Responsibilities for this position include guidance, mentoring, direction, and supervision. Additionally, assuring that the LPS goals and objectives are met, managing high risk situations, facilitating discipline matters, monitoring special projects (from inception to evaluation), and providing guidance and support towards strategic deployment, evidence-based policing as well as problem-oriented policing initiatives. Uniformed division is comprised of a total of 424 Members, currently with 2 Inspectors and 1 Superintendent. Staff within this Division has increased more than 22% over the past 19 years. The work has also changed with significant long-term planning required to support a safe, healthy, and growing community.

Historical investments to mirror growth within the community have been made for front line staff whereas this position involves a Senior Officer position within the Division in order to ensure strategic planning, foresight of operational and investigative needs, and risk management.

The addition of this position will provide an opportunity for a balanced span of control and Supervision within the Division and contribute positively to the Community.

Administrative Assistant – Uniformed Division (1)

The Uniformed Division includes a total complement of 424 of which 46 have Supervisory responsibilities. In terms of administrative support to the Division, there is currently one Administrative Assistant. Administrative tasks are being completed by Police Supervisory staff in the midst of significant workload demands. Elements of this work would be more effectively managed through appropriate Administrative support.

This new position will ensure improved service delivery to the public and stakeholders, accurate data collection and maintenance of records, audit of data, tracking of budget expenditures, improve case referrals to Victim Services of Middlesex-London, and process correspondence. The majority of these responsibilities will serve to efficiently decrease the administrative burden for Supervisors allowing them to perform their supervisory duties and mitigate risk in front-line service delivery.

Business Analyst – Corporate Services Division (1)

Sophisticated data analytics is critical to ensure that the correct number of Officers are deployed in the right places, at the right times and further that they are engaged in the right activities. The overarching goal is to provide the most effective policing response, and proactive presence to the Community.

This goal requires the addition of specialized staff to drive continuous improvement in data collection, analysis and reporting to support strategic organizational decision making, to implement solutions to maintain data quality, and to provide data-related consultation and advice to Senior Management.

This position will provide analysis and intelligence to support continuous improvement and strategic management to guide transformational change and ensure optimal service delivery. Specifically, this will include the need to modernize current data platforms in order to access, integrate, and extract data in a useable form, validate current reports, and develop a method for mining data from existing data sources. At the same time, there are legislative obligations related to data accuracy and reporting. All these initiatives will assist in managing complex demands related to growth within the City.

As the population, diversity, and complexity of the City expands, there is a nexus to the data sources relevant to the police service, community safety, security, and well-being. This position will allow the LPS to ensure the optimization, accuracy, and relevance of multiple data sources. An enhanced service delivery model will benefit the citizens of London.

Communications Operator – Support Services Division (2)

The LPS is a Public Services Answering Point for the City of London and the County of Middlesex. All 911 calls within this geographic area are first answered by LPS Communications Operators. The radio system infrastructure supports police, fire, ambulance, and environmental services. Communications Operators answer 911 calls and internally generated queries. They are responsible for the efficient transfer of information and communications received by the LPS which includes calmly managing calls for emergency service and, where applicable, transferring to the appropriate emergency service. There is regular voice and data communication with patrol units and support agencies. There have been no staffing increases in this area since 2017. Calls received in 2018 compared to 2017 have increased by 10.7%.

The CRTC has mandated that 911 service be provided to deaf, hard of hearing, and the speech impaired community. New technology will serve as a foundation for enhancements which will include multi-media communications (e.g. photos, video). This will impact the duties of Communications Operators significantly as a result of slower, more complex processes. At the same time, these enhancements will support a more informed response by emergency personnel. Existing resources are insufficient to manage this pending change in service.

The addition of two Communications Operators will allow the LPS to maintain standards related to the time it takes to answer calls while ensuring that accurate and adequate information is provided to the appropriate emergency. Current service demands are being met through significant amounts of overtime (an average of 105 hours per Communications Operator in 2018) which impacts employee wellness as it significantly impedes work life balance. This investment in human resources will support an environment that supports optimum safety for first responders and the community.

Systems Analyst – Support Services Division (1)

Systems Analysts support technology and related infrastructure. Technology utilization in policing is increasing each year and is instrumental in driving efficiencies. This role supports the development and maintenance of modern policing tools including online crime reporting, background checks, crime maps, smart phones, and the transition to NG911. Infrastructure related duties include deployment, repair, upgrades of hardware (egg. servers, switches, firewall), security, and successful integration of software.

There have been a significant increase in support requests. Between 2017 and 2018, the increase is greater than 34%. Gartner research is a leading research and advisory company which supports organizations with business insights, advice, and tools. Gartner states that Information and Technology (IT) employees typically represent 5.2% of total staff within an organization. At the LPS, there are 17 members with IT responsibilities which equates to just less than 2% of total staff. This gap is evident in workload challenges which is severely limiting the ability to maintain the current functionality of IT services. There are insufficient resources to implement new services where IT support is required which includes many initiatives outlined in the London Police Services Board Business Plan. There is a risk of non-compliance with legislative requirements. These challenges impact the efficiency and effectiveness of the entire organization.

To a large extent, community demands, and expectations drive the demands for technology within the LPS. Investing in an additional Systems Analyst position will help the organization to meet Business Plan goals, enhance the ability to respond to support requests and support pending projects as well as contribute to organizational efficiency.

c) Impact of Growth – Costs

| | |
|---|--------------------|
| Operating (Growth area x unit of measure cost of service) | \$1,405,072 * |
| Capital Cost of Incremental Assets | \$ 55,660 ** |
| Total Growth Request* | \$1,460,732 |

*The allocation is less than the growth calculation indicates (growth area X unit of measure cost) equates to \$1,483,034 (4,900 increase in population X \$302.66/resident) = \$1,483,034) but is sufficient to provide the required resources.

** Vehicle \$52,809
 Portable Radios \$2,851
 Total \$55,660

d) Impact on Assets Used to Provide Service

Initial investment in outfitting and equipment costs combined with annual increases in maintenance, equipment, technology, and training costs.

2021 Assessment Growth Business Case # 1

Service Grouping: Culture Services
 Service: London Public Library
 Description of Case: To keep pace with population growth, London Public Library requires additional funds to meet demand, improve access, keep current with new formats, and maintain the currency and scope of its Library collections.

1. Current State

a) Description of Current Services Provided

Library Collections:

London Public Library (LPL) collections are comprised of the books, newspapers, magazines, DVDs, CDs, audiobooks, e-books, e-audio, online learning courses and other digital content that are free for Londoners to borrow. Library collections are a key means of delivering high quality, accessible, current, and relevant library service to all Londoners. LPL collections serve diverse users with a variety of needs and expectations, and connect people of all ages, backgrounds and abilities to a wide range of ideas, entertainment, and learning and growth opportunities. Londoners can access library materials in multiple physical formats and on several different digital platforms including accessible formats that serve those with print disabilities. In 2019, LPL collections were used 3,588,991 times.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Library Collections | \$2,345,820 | N/A | N/A |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Population | 413,900 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| \$5.67 per Londoner |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A

Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

LPL had an increase of 48% in the circulation of digital items in 2019, yet the decline in use of physical materials was only 2.5%. Collections budgets are being stretched to meet growing demand for digital materials, while the demand for physical material remains steady.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$5.67 per Londoner | 4,900 | \$27,771 |

d) Description of Growth in Metric and Rationale

To keep pace with population growth and demand for Library collections, LPL requires an increase to its Collections operating budget of \$27,771 to better meet the needs of Londoners. Londoners can expect an increase in LPL’s collections budget to result in shorter wait times for and greater access to in-demand materials in both digital and physical.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description: | Permanent* | One-time | 2021 Total |
|---|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|-----------------|------------|-----------------|
| Operating | \$27,771 | \$0 | \$27,771 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$27,771 | \$0 | \$27,771 |

5. Other Information

Increasing complexity in the publishing and digital content landscape, along with changing consumer patterns, inform the trends of how LPL’s materials circulate. As expected, circulation of physical materials, a category which includes physical CDs and DVDs, has decreased over the past five years, but is still in demand and still encompasses 80% of borrowing. Use is particularly high in those categories of children and youth materials, where access to physical materials remains key. This need to maintain physical collections is paired with an exploding number of Londoners using digital content. For example, LPL has circulated over 100,000+ additional e-books and e-audiobooks in 2019 compared to 2018.

Notably, public libraries are the only non-commercial alternative providers of high-quality digital content such as e-books, e-audio, digital newspapers, e-magazines, research databases and online learning. This gives London Public Library a key role in bridging the digital divide for those Londoners without access to commercial e-book and e-audio platforms such as Kindle and Audible (Amazon products), or to streaming video services such as Netflix.

As society shifts more and more of their learning and informational activities online, LPL has an opportunity to grow its digital collection and contribute to the City of London's strategic priority of strengthening its community by providing access to the supports Londoners and their families need to be successful. Additionally, providing free, accessible, high-quality digital content will allow LPL to ensure that no Londoner is left behind, without access to the digital materials they need for learning, growth, entertainment, and education. The need for high quality digital content, provided free of charge to Londoners, is only heightened by the realities of the COVID-19 pandemic.

2015 - 2019 Trends in Collections Usage for London Public Library

| Holds | 2015 | 2016 | 2017 | 2018 | 2019 |
|----------------------------|----------------|----------------|----------------|----------------|------------------|
| Digital Collection Holds | 76,683 | 90,169 | 107,081 | 141,628 | 201,375 |
| | | +17.6% | +18.8% | +32.3% | +42.2% |
| Physical Collections Holds | 874,936 | 871,233 | 821,287 | 815,892 | 818,571 |
| | | -0.4% | -5.7% | -0.7% | +0.3% |
| Total Holds | 951,619 | 961,402 | 928,368 | 957,520 | 1,019,946 |
| | | +1.0% | -3.4% | +3.1% | +6.5% |

| Circulation | 2015 | 2016 | 2017 | 2018 | 2019 |
|----------------------------|-----------|-----------|-----------|-----------|-----------|
| Physical Items | 3,526,510 | 3,296,486 | 3,051,852 | 2,862,882 | 2,793,190 |
| | | -6.5% | -7.4% | -6.2% | -2.4% |
| <i>Children's Physical</i> | 1,117,194 | 1,054,413 | 1,013,874 | 980,338 | 1,012,136 |
| | | -5.6% | -3.8% | -3.3% | +3.2% |
| <i>Youth Physical</i> | 95,003 | 74,881 | 70,928 | 72,362 | 73,313 |
| | | -21.2% | -5.3% | +2.0% | +1.3% |

| | | | | | |
|--------------------------|------------------|------------------|------------------|------------------|------------------|
| <i>Adult Physical</i> | 2,314,313 | 2,167,192 | 1,967,050 | 1,810,182 | 1,707,741 |
| | | -6.4% | -9.2% | -8.0% | -5.7% |
| Digital Collection | 343,132 | 402,643 | 466,951 | 534,390 | 795,801 |
| | | +17.3% | +16.0% | +14.4% | +48.9% |
| Total Circulation | 3,869,642 | 3,699,129 | 3,518,803 | 3,397,272 | 3,588,991 |
| | | -4.4% | -4.8% | -3.5% | +5.7% |

2021 Assessment Growth Business Case # 2

Service Grouping: Garbage Recycling and Composting
 Service: Recycling and Composting – Yard Waste
 Description of Case: Leaf and Yard Waste Composting -The City collects yard materials and fall leaves from homes. These materials can also be dropped off at the EnviroDepots. Growth of new homes contributes to the amount of all materials requiring management at the depots.

1. Current State

a) Description of Current Services Provided

Composting services for yard materials and fall leaves is provided to approximately 128,300 household units. Approximately 29,700 tonnes of material were composted in 2019. This is an approximate 7% average increase over the last three years (i.e. 2017 to 2019).

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|---------------------------------------|--|-----|------|
| Composting of leaf and yard materials | \$2,084,000 - excluding collection but includes EnviroDepot operations | N/A | N/A |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|---------------------------------------|---|
| Composting of leaf and yard materials | 29,700 tonnes - 2019 most recent year available |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|--|
| \$52.88 per tonne (Portion related to Contracted Service) |

e) If this is a Contracted Service, what is the Percentage Contracted Out? 100%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A – Contracted Service

Unit of Measure: N/A – Contracted Service

2. Operating Request

a) Description of request and impacts.

The quantity of yard materials and fall leaves composted increased by an average of approximately 7% over the last three years (2017 to 2019). This is similar to previous average year(s) increases in materials to be composted as bushes, shrubs and other vegetation start to mature; planted trees increase in size, and existing trees are now part of the urban environment. This is on top of increases associated with growth from homeowners continued investment in natural vegetative landscaping, bushes, shrubs and trees. The base quantity of 29,700 tonnes in 2019 is expected to increase to 34,642 tonnes by the end of 2021 (i.e. 2019 increase – 29,700 x 3.5 % = 1,039 tonnes; 2020 increase – 30,739 x 3.5% = 1,076 tonnes). The total increase in the tonnes to be composted by the end of 2021 is expected to be approximately 2,115 tonnes.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$52.88 per tonne | 2,115 tonnes | \$111,841 |

d) Description of Growth in Metric and Rationale

The growth metric is the number of additional tonnes of leaf and yard material to be composted as a result of growth in the number of households. The estimated additional tonnes are based on averages of historical actual tonnes composted.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|----------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

4. Summary of Request

| Type | Permanent | One Time | Total |
|-----------|-----------|----------|-----------|
| Operating | \$111,841 | \$0 | \$111,841 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$111,841 | \$0 | \$111,841 |

2021 Assessment Growth Business Case # 3

Service Grouping: Garbage Recycling and Composting
 Service: Garbage and Recycling – Garbage Collection
 Description of Case: Every year, collection of garbage must be expanded to include newly constructed homes that receive curbside collection and multi-residential collection. These materials are primarily collected by City forces.

1. Current State

a) Description of Current Services Provided

The City currently provides garbage collection and disposal services to approximately 128,300 curbside household units and 54,900 multi-residential units.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|---|-----------------------|-----|------|
| Garbage Collection Operations – Curbside & Multi-Residential Collection Including Leaf and Yard Waste | \$9,334,221 | 61 | 68.1 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|---|--|
| Garbage Collection Operations – Curbside | 128,300 |
| Garbage Collection Operations – Multi-Residential | 54,900 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure* |
|-------------------------------------|
| \$47.23 per curbside household unit |

| Cost/Unit of Measure* |
|--|
| \$34.26 per multi-residential unit |
| \$7.10 per curbside household unit (Yard Waste Collection) |

*The unit rate cost is the incremental cost to add an additional stop, noting that the total budget figure above includes fixed costs that do not change with additional stops.

e) If this is a Contracted Service, what is the Percentage Contracted Out? 5%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: Rear Loading Packer

Unit of Measure: One packer per 6,000 to 8,000 stops per unit. Costs \$277,000 and carries an average internal rental rate of \$86,000.

2. Operating Request

a) Description of request and impacts.

Expect to add approximately 1,900 curbside household units and 800 multi-residential units in 2021. Additional resources will be required to collect to these new homes and multi-residential units. This request ensures that the City is able to maintain established levels of service for garbage collection and disposal in new and previously existing areas of the City.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | 1.0 | \$85,000 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|------------------------------------|-----------------------------------|---|
| \$47.23 per curbside household | 1,900 curbside units added | \$89,737 |
| \$34.26 per multi-residential unit | 800 multi-residential units added | \$27,408 |

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|--|----------------------------|---|
| \$7.10 per curbside household unit (Yard Waste Collection) | 1,900 curbside units added | \$13,490 |

d) Description of Growth in Metric and Rationale

The growth metric is the number of households and multi-residential units added. Construction of homes and multi-residential units has a direct correlation to a growing City. Additional household and multi-residential unit forecasts based on projections provided by Watson & Associates Economists Limited. Assumes growth of 1.5% in household units and 1.5% growth in multi-residential units.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|----------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts - N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|-----------|-----------|----------|-----------|
| Operating | \$130,635 | \$0 | \$130,635 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$130,635 | \$0 | \$130,635 |

2021 Assessment Growth Business Case # 4

Service Grouping: Garbage Recycling & Composting
 Service: Recycling & Composting - Recycling
 Description of Case: Every year, collection of recycling must be expanded to include newly constructed homes that receive curbside collection and multi-residential collection. These materials are provided by a private sector service provider.

1. Current State

a) Description of Current Services Provided

The City currently provides recycling collection services to approximately 128,300 curbside household units and 54,900 multi-residential units.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|---|----------------------------|-----|------|
| Recycling Collection Operations – Curbside & Multi-Residential Collection | \$6,163,310 (2019 Actuals) | N/A | N/A |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|---|--|
| Garbage Collection Operations – Curbside | 128,300 |
| Garbage Collection Operations – Multi-Residential | 54,900 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure* |
|-------------------------------------|
| \$48.55 per curbside household unit |
| \$14.11 per multi-residential unit |

*This service is 100% contracted out. The operating budget is based on the 2019 actuals, the latest figures. The contract cost is based on the 2020 new contract unit prices at 41.66 stops per year to curbside households and multi-residential units. The contract also has variability components for items like gas that fluctuate.

e) If this is a Contracted Service, what is the Percentage Contracted Out? 100%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A-Contracted to Private Service
 Unit of Measure: N/A-Contracted to Private Service

2. Operating Request

a) Description of request and impacts.

Expect to add approximately 1,900 curbside household units and 800 multi-residential units in 2021. Additional resources will be required to collect at these new homes and multi-residential units. This request ensures that the City is able to maintain established levels of service for recycling collection in new and previously existing areas of the City.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|------------------------------------|-----------------------------------|---|
| \$48.55 per curbside household | 1,900 curbside units added | \$92,245 |
| \$14.11 per multi-residential unit | 800 multi-residential units added | \$11,288 |

d) Description of Growth in Metric and Rationale

The growth metric is the number of households and multi-residential units added. Construction of homes and multi-residential units has a direct correlation to a growing City. Additional household and multi-residential unit forecasts based on projections provided by Watson & Associates Economists Limited. Assumes growth of 1.5% in household units and 1.5% growth in multi-residential units.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|----------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|-----------|-----------|----------|-----------|
| Operating | \$103,533 | \$0 | \$103,533 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$103,533 | \$0 | \$103,533 |

2021 Assessment Growth Business Case # 5

Service Grouping: Garbage, Recycling and Composting
 Service: Garbage and Recycling, Contribution to Reserve Fund
 Description of Case: Disposal at W12A, Contribution to Reserve Fund - Every year long-term disposal capacity requirements increase because of newly constructed homes that receive curbside collection, multi-residential units that receive multi-residential collection and waste from City operations serving these areas (e.g., more street sweepings). There is a need to increase the contribution to the Sanitary Landfill Reserve Fund to cover capital costs associated with this growth.

1. Current State

a) Description of Current Services Provided

The City currently provides recycling collection services to approximately 128,300 curbside household units and 54,900 multi-residential units. The W12A Landfill Site also receives waste from City operations serving these household units (e.g. street sweepings).

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|---|-----------------------|-----|------|
| Disposal of waste generated from curbside and multi-residential household units and City operation yards. | Varies* | N/A | N/A |

*Contributions to the Sanitary Landfill Reserve Fund can vary based on tonnage received at W12A for disposal.

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|---|--|
| Tonne of Non-Chargeable Waste Disposed Of | *Varies |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| \$15.00 per tonne* |

*This is the estimated cost to replace waste disposal capacity that has been consumed on a per tonne basis. The \$15 tonne includes the estimated construction costs (historically estimated to be \$10 per tonne), estimated capital financing costs (historically estimated to be \$1 per tonne) and estimated post closure costs (historically estimated to be \$3 per tonne), approximately \$14 per tonne that was rounded to \$15 to address variances in estimates over a 25-year planning horizon.

e) If this is a Contracted Service, what is the Percentage Contracted Out? 100% of capital projects and approximately 65% of operating budget

Assets Currently Used to Provide Service and Unit of Measure:

Asset: Replacement of disposal capacity and cost to cover long-term perpetual care costs.
Unit of Measure: Tonne.

2. Operating Request

a) Description of request and impacts.

Expect to add approximately 1,900 curbside household units (assume 1.5% growth) and 800 multi-residential units in 2021 (assume 1.5% growth).

Each year approximately 2,000 to 3,000 stops/units are added which generates between 1,000 and 1,500 tonnes of garbage (0.5 tonnes of garbage per stop). City operations (e.g., street sweepings from roads, garbage from parks, etc.) typically brings approximately 40,000 to 45,000 tonnes of waste to the landfill each year. This quantity is expected to grow by about 400 tonnes per year as new roads and parks are built to service growth.

The growth in the City will require an increase in contributions to the Sanitary Landfill Reserve Fund of \$26,250 (1,750 tonnes X \$15/tonne). Operating costs are not impacted by this small amount of waste that arrives (i.e., the amount of 6 or 8 tonnes per day is absorbed into the existing operations), therefore no increase in operating dollars is required, rather a contribution to the reserve fund is required.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$15.00 per tonne | 1,750 tonnes | \$26,250 |

d) Description of Growth in Metric and Rationale

The growth metric is the number of tonnes sent to W12A for disposal as new curbside and multi-residential units are added to the City as well as tonnes of street sweepings sent for disposal as a result of growth. Additional household and multi-residential unit forecasts based on projections provided by Watson & Associates Economists Limited. Assumes growth of 1.5% in household units and 1.5% growth in multi-residential units.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|-----------------|------------|-----------------|
| Operating | \$26,250 | \$0 | \$26,250 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$26,250 | \$0 | \$26,250 |

2021 Assessment Growth Business Case # 6

Service Grouping: Parks & Urban Forestry
 Service: Parks & Natural Areas Planning & Design
 Description of Case: Staffing to manage additional land for parks planning & design functions

1. Current State

a) Description of Current Services Provided

As the city grows, it continues to acquire more lands for traditional parks, urban parks and natural areas. Upon acquisition, each area requires planning, design and construction of new amenities, along with on-going maintenance and life cycle renewal. All of these projects also require public consultation. Staff levels to support this process have not kept up with growth. This incremental funding increase will be used to pay for consultants to carry out the work until such time as the growth supports hiring an additional full-time employee (FTE).

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|---|-----------------------|-----|------|
| Parks & Natural Areas Planning & Design | \$982,338 | 8.0 | 8.3 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Hectares of Park Land | 2,781 Ha |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| \$353/Ha |

e) If this is a Contracted Service, what is the Percentage Contracted Out? Although this is not a contracted service, assessment growth funds have previously been used to fund the hiring of professional consultants to assist City staff in coordinating park related work.

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A
 Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

At the end of 2018 the City managed 2,781 hectares of parkland. Through to the end of 2019 when confirmed yearly statistics are available, the City assumed an additional 28 Ha of new parkland for a total of 2,809.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 0 | 0.0 | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$353/Ha | 28 Ha | \$9,884 |

d) Description of Growth in Metric and Rationale

The growth in parkland assumed has been 28 hectares since the last assessment growth case. Upon acquisition, each area requires planning, design and construction of new amenities, along with on-going maintenance and life cycle renewal.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|----------------|------------|----------------|
| Operating | \$9,884 | \$0 | \$9,884 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$9,884 | \$0 | \$9,884 |

2021 Assessment Growth Business Case # 7

Service Grouping: Neighbourhood and Recreation Services
 Service: Sports Services
 Description of Case: Addition of a Manager of Sport Services

1. Current State

a) Description of Current Services Provided

Sports Services develops and maintains premier sports fields through daily, weekly, monthly, and annual maintenance programs. Sport Services also allocates all City of London sports amenities (premier and non-premier), city-wide, to sports organizations, administers adult recreational sports leagues and coordinates with community groups on the uses of recreational facilities. Sports Services continues to see increases in number of hours allocated to sport organizations, number of sport organizations in operation, number of amenities to allocate and emerging sport requests (i.e. cricket, pickleball, dry pad activities, etc.). Along with trying to satisfy these increases, Sport Services is also responsible for many 3rd party agreements that increases community access to non-city owned facilities (school boards, University of Western Ontario, Western Fair, Fanshawe, etc.) as well as evaluation of unsolicited proposals.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Sports Services | \$1,291,883 | 1 | 16.5 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Number of amenities managed | 265 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| \$4,875 per amenity |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A
 Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

To provide some context, in 2009, Parks and Recreation managed 216 amenities and now manages over 265 amenities. Staffing levels in Sport Services, and more specifically on the allocation side, has gone unchanged since 1990.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 1 | 1.0 | \$103,750 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$4,875 | 49 | Cost x Growth Metric =\$238,875 Request =\$103,750 |

d) Description of Growth in Metric and Rationale

Workload demands directly correlate to the number of amenities that need to be allocated. As noted above, the number of amenities being managed & allocated has increased by 23% in the past 10 years, without a corresponding increase in complement. In order to keep up with growing demand and maintain a consistent level of service, an increase in complement is now required. The requested amount (\$103,750) is less than the calculation above would suggest, but is sufficient to provide the necessary resources.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|------------------|------------|------------------|
| Operating | \$103,750 | \$0 | \$103,750 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$103,750 | \$0 | \$103,750 |

2021 Assessment Growth Business Case # 8

Service Grouping: Neighbourhood and Recreation Services
 Service: Aquatic Services – Supervisor for East Lions Community Centre
 Description of Case: Addition of an Aquatic Services Supervisor

1. Current State

a) Description of Current Services Provided

Aquatic Services manages and supports 3 indoor pools (with an additional facility opening in the first quarter of 2021), 11 outdoor pools, wading pools, spray pads and supports the partnership relationship with the YMCA for aquatic programming of Stoney Creek and Bostwick Community Centres.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Aquatics Services | \$1,305,523* | 6 | 91.3 |

* Portion related to Aquatics Supervisors (3) = \$316,955

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Supervisor per indoor pool | 1 per indoor pool |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|--------------------------|
| \$105,652 per supervisor |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A
 Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

Another Supervisor is required to support the new East Lions Community Centre opening in 2021.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 1 | 1.0 | \$105,652 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$105,652 | 1 | \$105,652 |

d) Description of Growth in Metric and Rationale

The addition of a fourth indoor pool requires an additional Supervisor I Aquatics.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|------------------|------------|------------------|
| Operating | \$105,652 | \$0 | \$105,652 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$105,652 | \$0 | \$105,652 |

2021 Assessment Growth Business Case # 9

Service Grouping: Parks & Urban Forestry
 Service: Parks & Horticulture – New Parkland
 Description of Case: Growth in parkland maintained

1. Current State

a) Description of Current Services Provided

Lands added to the parks inventory through formal assumption each fall and are generally maintained starting the following year. At the end of 2019, the City had 2,809 Ha of parkland requiring mowing, litter collection, pathway cleaning and plowing, playgrounds and horticultural maintenance. This represents growth of parkland of 28 hectares over the previous year.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Parks & Horticulture | \$8,591,535 | 7 | 76.6 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Hectares of Park Land | 2,781 Ha |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| \$3,089/Ha |

e) If this is a Contracted Service, what is the Percentage Contracted Out? 5%.

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: Internal fleet resources (e.g. turf maintenance equipment)

Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

Data is collected for these measures to report to MBNC and the number of new parklands assumed through development processes per year is fairly consistent. Lands added to the parks inventory each fall are generally maintained starting the following year. At the end of 2019, the City had 2,809 Ha of parkland, an increase of 28 Ha compared to 2018.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 0 | 0.77 | \$29,166 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$3,089 | 28 | \$86,492 |

d) Description of Growth in Metric and Rationale

New parkland acquired in 2019 that requires maintenance.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|-----------------|------------|-----------------|
| Operating | \$86,492 | \$0 | \$86,492 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$86,492 | \$0 | \$86,492 |

2021 Assessment Growth Business Case # 10

Service Grouping: Parks and Urban Forestry

Service: Urban Forestry (Forestry Operations & Urban Forestry)

Description of Case: As the City grows, new lands are acquired through the development process which become new assets for the City to manage. New trees are planted in City parks, boulevards and with support of volunteer groups the City supports tree planting on public properties. In some cases special “wooded areas” are also acquired. All of the above work is done to support the Urban Forest Strategic Plan to “Plant More, Protect More, Maintain Better”. These newly planted trees along with improved maintenance for existing trees will help contribute to Municipal Council’s goal of 34% tree canopy cover by 2065. Growth is required for new trees to be planted on boulevards, open spaces and in recently assumed subdivisions. Growth is also required for the number of assumed Woodlands acquired.

1. Current State

a) Description of Current Services Provided

Urban Forestry provides professional operational (tree planting, pruning, removal and emergency) and technical services. It also develops policies, guidelines, strategies, by-laws and plans related to tree preservation, care & maintenance and forest health concerns. Management Plans are created for newly assumed woodlands that improve upon biodiversity and community experience. Urban Forestry is also the lead for the City’s Tree Protection By-law.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|---------------------------------------|-----------------------|-----|------|
| Forestry Operation and Urban Forestry | \$5.1M | 24 | 27.5 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Number of Trees | 200,000 |
| Woodlands | 460 |

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Forested Area | 1,203 hectares |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| \$20.47 per tree |
| \$2,000 per woodland |
| \$296.95 per hectare |

Metrics calculated based International Society of Arborists rates and Urban Forest Planning Division supported woodlots/parcels.

e) If this is a Contracted Service, what is the Percentage Contracted Out? 40%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: Urban Forestry Vehicles and Forestry Operations
Unit of Measure: 3 SUVs and Various internal fleet and equipment and contract services.

2. Operating Request

a) Description of request and impacts.

16,518 new trees (Reforest London, City plantings and parks planning), 6 assumed woodlands with trees and 19.66 hectares of forested area will be added to Urban Forestry in 2021.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|------------------------------------|-----------------------------|---|
| \$20.47 tree | 16,518 trees | \$338,123 |
| \$2,000 per woodland | 6 woodlands | \$12,000 |
| \$296.95 per hectare forested area | 19.66 hectare forested area | \$5,838 |

d) Description of Growth in Metric and Rationale

Newly planted trees, woodlands and forested area are added as part of newly assumed subdivisions.

Forested Area Rationale: The total amount of forested area as of 2018 is 1,325.64ha. Since last year, it is estimated that an additional 19.66ha of forested area has been assumed for a current total of 1,386.3 ha managed. Due to this additional 19.66ha (growth area) of forested area, \$5,838 in operating costs is needed to manage these new lands.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description: | Permanent* | One-time | 2021 Total |
|---|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

Summary of Request

| Type | Permanent | One Time | Total |
|--------------|------------------|------------|------------------|
| Operating | \$355,961 | \$0 | \$355,961 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$355,961 | \$0 | \$355,961 |

2021 Assessment Growth Business Case # 11

| | |
|----------------------|---|
| Service Grouping: | Planning Services |
| Service: | Planning Services |
| Description of Case: | Growth in Environmentally Significant Areas (ESA) Managed |

1. Current State

a) Description of Current Services Provided

Management of 748.5 ha of City-owned ESA land within 11 ESAs under the City funded UTRCA ESA contract in 2020 at a cost of \$534,765.83 (2020) excl. HST in 2020.

As the City grows, we continue to acquire more Environmentally Significant Areas (ESAs). Since 2002, the City has contracted with the Upper Thames River Conservation Authority (UTRCA) to manage the City's ESAs. At the time of the renewal of the previous contract in 2014, 631 ha of ESA lands were managed by the UTRCA. In October 2018, Municipal Council renewed the contract for the term of January 1, 2019 to December 31, 2023. In 2020, this increased to 748.5 ha. Under this contract, the UTRCA provides the following services for the city-owned lands that it manages on our behalf:

General management items, as follows:

1. Monitoring and enhancing the natural resources (40% of time)
2. Enforcing applicable provincial statutes, regulations, and municipal by-laws (20%)
3. Implementing risk management, encroachment and tree hazard programs (5%)
4. Developing and maintaining trail networks and supporting infrastructure (30%)
5. Coordinating educational programs, special events and community projects (5%)

The contract includes provisions that permit an annual increase of up to 2% in the cost per hectare of lands under management rate, and provisions that permit an increase as new ESA lands are acquired at the rate established in the contract.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Management of ESA lands | \$570,565 | N/A | N/A |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|---|--|
| Up to 30 ha of city-owned land added to contract each year. | 748.5 ha |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|--|
| \$762.28 per hectare of city-owned lands |

e) If this is a Contracted Service, what is the Percentage Contracted Out? 100%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: None
 Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

Up to 30 ha of city-owned land added to contract each year.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$762.28/ha | 30 ha | \$22,868 |

d) Description of Growth in Metric and Rationale

Up to 30 hectares of city-owned land added to contract each year. Management of publicly owned ESAs under the existing City funded UTRCA ESA management contract (2019 to 2023) must be expanded to include newly acquired ESAs lands to ensure their protection.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description: | Permanent | One-time | 2021 Total |
|---|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts

None. This is a fully contracted service, and there are no city-owned assets used to provide the service.

4. Summary of Request

| Type | Permanent | One Time | Total |
|-----------|-----------|----------|----------|
| Operating | \$22,868 | \$0 | \$22,868 |

| Type | Permanent | One Time | Total |
|---------|-----------|----------|----------|
| Capital | \$0 | \$0 | \$0 |
| Total | \$22,868 | \$0 | \$22,868 |

5. Other Information

In order to effectively fulfill these mandate items, over the last many years, the UTRCA has continued to broaden the professional and technical skills of their ESA Team to include the following skill bases:

- Provincial and Municipal By-law Enforcement Officers
- Ecological restoration technicians and pesticide applicator licenses
- Forestry Technicians with hazard-tree assessment and chain saw qualifications
- Fish and Wildlife Technicians
- Trail building and design specialists and carpenters
- Communications specialists.

2021 Assessment Growth Business Case # 12

Service Grouping: Fire Services
 Service: Fire and Rescue Service – New Aerial Company
 Description of Case: The London Fire Department is requesting operating costs for a new Aerial Apparatus to service an increasing number of high-rise buildings.

1. Current State

a) Description of Current Services Provided

There are currently 23 frontline vehicles and 14 Fire Stations located throughout the City. Of these, there are 3 frontline Aerial Apparatus that are in service for high building firefighting operations.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Fire and Rescue Service | \$62,723,262 | 384 | 388 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| # of Front-Line Fire Vehicles | 20 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|--|
| \$3,136,163 per Front Line Fire Vehicle \$ |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: Fire Station, Fire Apparatus Vehicle, Personnel Protective Equipment & Other Equipment

Unit of Measure: One Fire Apparatus Vehicle accommodating 3 Firefighters per Platoon on rotating 24-hour basis.

2. Operating Request

a) Description of request and impacts.

This request adds an additional Aerial Company to provide aerial coverage to respond to the number of new buildings that are high-rises as well as those three stories or greater. The continually increasing number of these taller buildings throughout the whole City creates additional specialized risks that the current resources are being taxed to cover. The current three Aerial Companies are travelling further and with increased population comes an increased number of responses also. There has been an average increase of 750 units in higher buildings per year from 2009-to date. With the anticipation of 2 people per unit, there are approximately 1,500 additional people per year moving into higher buildings. Over a 10-year period that is a service increase of over 15,000 people in high buildings. The current three aerial devices have responded to increased number of calls for service per year. The chart below shows the year and total calls for service for the current three aerial apparatus.

| | 2015 | 2016 | 2017 | 2018 | 2019 |
|----------------------|-------|-------|-------|-------|-------|
| Total Calls per Year | 2,953 | 2,975 | 3,033 | 3,086 | 3,339 |

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 15 | 15.0 | \$2,433,200 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$2,510,292 per Vehicle | 1 Vehicle | $\$2,510,292 / 4 = \$627,573$ |

d) Description of Growth in Metric and Rationale

The Operating allocation (Growth area x unit of measure cost of service) actually equates to \$3,136,163 (cost per vehicle x 1 additional vehicle) but the actual cost of adding this vehicle is lower as it will be staffed by 3 firefighters per platoon where many of the vehicles are staffed by 4 and there are no additional support staff being added. The Assessment Growth request is being allocated over 4 years in order to minimize the annual impact of this request on the City's annual Assessment Growth funding. This request includes increases in maintenance, equipment, technology, and training costs.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent | One-time | 2021 Total |
|--|-----------|----------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts

The capital for the aerial apparatus and related equipment is partly funded through development charges and is already included in the 10-year capital plan.

4. Summary of Request

| Type | Permanent | One Time | Total |
|-----------|-----------|----------|-----------|
| Operating | \$627,573 | \$0 | \$627,573 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$627,573 | \$0 | \$627,573 |

2021 Assessment Growth Business Case # 13

Service Grouping: Fire Services
 Service: Fire and Rescue Service – Station 15
 Description of Case: The London Fire Department is requesting operating costs for new Station 15 to serve southeast London.

1. Current State

a) Description of Current Services Provided

There are currently 14 Fire Stations located throughout the City providing fire and rescue services to the citizens of London. This request is to add staffing and other operating costs for new Station 15 to serve southeast London. Residential growth within the Old Victoria subdivision and Summerside (both within Jackson Planning District east of Highbury Ave) is expected to reach 5,000 units in the next 10 years. Residential growth within Argyle, Glen Cairn, Hamilton Road and Jackson (all areas impacted by the current stations and new station) we estimate will increase by more than 1,769 units by 2024.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|-------|
| Fire and Rescue Service | \$62,723,262 | 384 | 388.5 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| # of Fire Stations | 14 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|------------------------------|
| \$4,480,233 per Fire Station |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: Fire Station, Fire Apparatus Vehicle, Personnel Protective Equipment & Other Equipment

Unit of Measure: One Station & one Fire Apparatus per this size station accommodating 4 Firefighters per Platoon on rotating 24-hour basis.

2. Operating Request

a) Description of request and impacts.

Due to growth in the southeast area of the City a new Fire Station is required. This request is to fund the operating costs of the new station.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 20 | 20.0 | \$3,168,155 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$3,332,174 / Station | 1 Station | \$3,332,174 / 4 = \$833,044 |

d) Description of Growth in Metric and Rationale

The Operating allocation (Growth area x unit of measure cost of service) actually equates to \$4,480,233 (cost per station x 1 new Station) but the actual cost of adding this station is lower as the number of firefighters being added is less than the current average number per station and there are no additional support staff being added. The Assessment Growth request is being allocated over 4 years in order to minimize the annual impact of this request on the City's annual Assessment Growth funding. This request includes increases in maintenance, equipment, technology, and training costs.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts

The capital expenditure for the station and related equipment is partly funded through development charges and is already included in the 10-year capital plan.

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|------------------|------------|------------------|
| Operating | \$833,044 | \$0 | \$833,044 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$833,044 | \$0 | \$833,044 |

5. Other Information

Currently, Station 5 in Glen Cairn and Station 10 in Argyle cover not only the residential area in Jackson Planning District but are also responsible for coverage within the growing industrial areas to the east and south. In order to provide appropriate residential coverage at all times (within Argyle, Glen Cairn and Hamilton Road) a new Station 15 is needed to provide coverage for the growing population in Jackson, the growing industrial areas and Highway 401.

With the increasing residential population in each of the response areas currently covered (Stations 5, 10, 2), the call volume for these stations is increasing. The location for Station 15 will be the southeast corner of Hamilton Rd and Commissioners Rd E. This location allows for a 4 minute response time in this new response area with limited overlap into Station 5 and 10 response areas. This time is in accordance with NFPA 1710, where 4.1.2.1 (3) states, “240 seconds or less travel time for the arrival of the first engine company at a fire suppression incident” and (7) “240 seconds or less travel time for the arrival of a unit with first

responder with automatic external defibrillator (AED) or higher-level capability at an emergency medical incident”. As an additional resource to call on for significant events, Station 15 would be strategically placed to be called in for assisting Station 5, 10, 2, and 9. With the implementation of Station 15, the surrounding stations would be able to remain in service in their home response areas while Station 15 is responding to events in this new area. With the increasing call volume per population increase, this addition becomes essential to properly meet the expectations of the residents and businesses in the noted area.

2021 Assessment Growth Business Case # 14

Service Grouping: Protective Services
 Service: London Police Service
 Description of Case: Increase complement to address growth needs.

1. Current State

a) Description of Current Services Provided

Police Officer duties, as laid out in the Police Services Act, have the responsibility for preserving the peace, preventing crimes, assisting victims of crime, apprehending criminals, laying charges & participating in prosecutions, emergency response, and all administrative functions associated with these duties. This all-encompassing mandate is required 24/7/365. The specific functions of police officers and administrative staff tasked with these duties are further informed by various statutes, common law and case law, all of which impact workload independent of population size, but most certainly are impacted by population growth. The City of London’s population is currently estimated to grow from 413,900 to 418,800 in 2021.

Further, Police Service Boards, and by extension, Police Services, are tasked with ensuring efficient and effective service delivery, which necessitates the engagement of civilian staff, often in administrative roles.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|-------|
| London Police Service | \$127,659,326 | 866 | 866.0 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Population | 413,900 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|---|
| Operating Budget / Population \$127,659,326 / 413,900 = \$308.43 |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A

f) Assets Currently Used to Provide Service and Unit of Measure:

Vehicles – 1 per Sergeant,
Technology (Computers/Docks/Monitors/Tablets) - Related to each position (requirements vary)

2. Operating Request

a) Description of request and impacts.

The London Police Services is seeking a total of 11 positions. All but two of these positions are civilian positions and considered administrative in nature.

There is a nexus between population growth, the positions requested and community safety. Efforts have been made, internally, to identify efficiencies, restructure internal work groups to maximize effective service delivery, and technology has been introduced to support it all. Each and every position requested has a role to play in keeping the citizens in the City of London safe.

The specific requests are outlined in the “Other Information” section below.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 11 | 11.0 | \$1,239,734 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$308.43 | 4,900 | \$1,511,307 |

d) Description of Growth in Metric and Rationale

The population growth of the City, in addition to workload growth, necessitates this request. Administrative (support) positions are required to facilitate effective and efficient service delivery. The addition of these positions eliminates the need to pay sworn officers to perform a task more appropriately performed by a civilian, thereby keeping the officers on the street to engage in their legislated duties.

Population growth, density and intensification impact demands for policing. Traditional thinking is that where there is a greater population, greater police resources are required. This includes both proactive and reactive police activities combined with impacts to those in support roles within the organization (e.g. Information Communications and Technology, Supervision, Court Services). Recent developments, for example the Old East Village and downtown revitalization, impact population density and will require more resources to maintain public safety and respond to calls. Strategic initiatives introduced by the City to attract and retain population downtown will increase these effects.

Increased population translates to increased demands for policing within the community. London's population in 2020 is 413,900 and is projected to be approximately 418,800 for 2021, an increase of approx. 1%.

While the population has been steadily increasing, the measurement of Police Officers and Civilian staff per 100,000 Population has declined since 2012. The result is in an ever widening gap; for example, to maintain a Staff: Population Ratio of 219.9 to 100,000 (from 2010) in 2020, a total of 55 *Staff (FTE) would be required.*

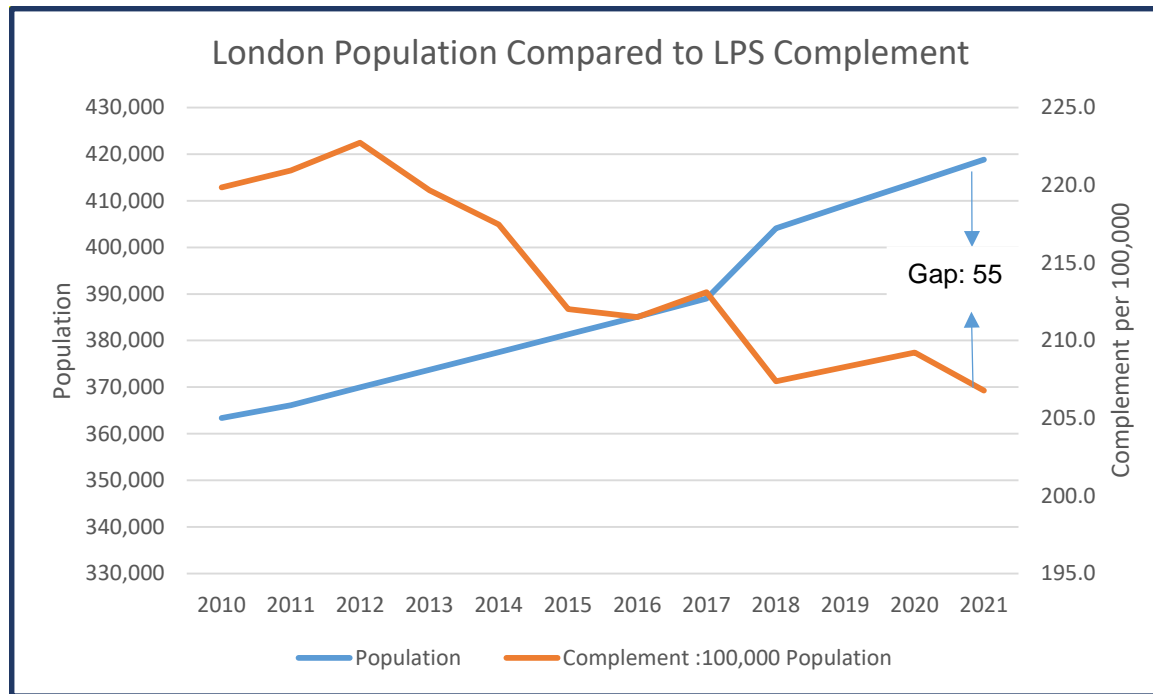


Figure 1 Source: Population (City of London); Approved Complement (London Police Service)

A culture of effectiveness and inherent drive for efficiencies within the London Police Service (LPS) assists in managing operational requirements and workload demands despite the gap. In an audit completed during 2015, pwc states that:

“LPS has a similar number of sworn officers per 100,000 people compared to the average police service. While sworn officers per capita is relatively consistent with other services, LPS has a lower actual operating cost per capita. This means there are strong cost reduction measures at LPS around non-personnel expenses. It could also indicate that the same level of service is being provided, but at a better price.”

Regular investments in London Police Service human resources through Assessment Growth funding is of considerable benefit.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description: | Permanent | One-time | 2021 Total |
|---|------------|------------------|------------------|
| PP431421 – Replacement Police Vehicles | \$0 | \$142,000 | \$142,000 |
| PP4295– Police Technology Equipment | \$0 | \$ 28,076 | \$ 28,076 |
| Total Expenditure | \$0 | \$170,076 | \$170,076 |

b) Description of impacts

The overlap of shifts that Sergeants work do not align. It is not advisable to have a delay in an ability of a Sergeant to access a vehicle. There is insufficient capacity with existing inventory necessitating the requirement for 2 additional vehicles, one for each Patrol Sergeants.

Each of the positions requested require technology to support daily tasks. This includes computers, monitors, laptops, and tablets for example.

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|--------------------|------------------|--------------------|
| Operating | \$1,299,485 | \$ 56,408 | \$1,355,893 |
| Capital | \$0 | \$170,076 | \$ 170,076 |
| Total | \$1,299,485 | \$226,484 | \$1,525,969 |

5. Other Information

Frontline Sergeants x 2

Frontline policing consists of four Sections of Officers, each Section with an authorized compliment of 76 constables, supervised by 6 Sergeants working the same schedule. Constables have been added to the frontline to meet population growth in the City; however, the Supervisor complement has not been increased since 2016.

During this same period of time, the expectations of Sergeants has also increased, in which they are to attend an increasing number of calls for service (up 53%) including mental health calls, Opioid overdoses, increasingly complex responses to missing person investigations, sexual assault investigations, and a variety of other calls they are mandated to either attend, or be made aware of in accordance with Adequacy Standards LE-025, pursuant to Ont. Regulation 3/99 made under the Police Services Act.

These positions combined with a realignment of our current staffing model for monitoring prisoners will allow for an additional Sergeant for each Section. This will enhance Supervision levels, increase availability and mitigate risks. This will also reduce the Sergeant to Constable ratio from 1:12.7 to 1:10.8. The internal efficiencies this will help to facilitate will also enhance supervision in the prisoner cell block.

911 Communication Operators x 2

The LPS is a Public Services Answering Point for the City of London and the County of Middlesex. All 911 calls within this geographic area are first answered by LPS Communications Operators. The radio system infrastructure supports police, fire, ambulance, and environmental services.

Communications Operators answer 911 calls and internally generated queries. There was a modest staffing increase of two operators in 2020 (not approved for hire until Q2 of 2020). Industry standards indicate that even with this increase, LPS is understaffed by nine members in this area which continues to result in overtime costs, and employee wellness costs in the form of sickness. Calls received during 2020 were and are significantly impacted by the COVID pandemic, however looking to 2019, 911 calls for service saw an increase of 5.7% over 2018, and a five year trend increase of 31%. As the population grows, so too do the 911 calls.

The CRTC has mandated that 911 service be provided to deaf, hard of hearing, and the speech impaired community. New technology will serve as a foundation for enhancements which will include multi-media communications (e.g. photos, video). This will impact the duties of Communications Operators significantly as a result of slower, more complex processes. At the same time, these enhancements will support a more informed response by emergency personnel. Existing resources are insufficient to manage this pending change in service.

The addition of two Communications Operators will allow the LPS to maintain standards related to the time it takes to answer calls while ensuring that accurate and adequate information is provided to the appropriate emergency. Current service demands are being met through significant amounts of overtime (an average of 156.4 hours per Communications Operator in 2019) which impacts employee wellness as it significantly impedes work life balance.

Systems Analyst – Support Services Division x 1

Systems Analysts support technology and related infrastructure. Technology utilization continues to increase each year and is instrumental in maintaining operations by driving efficiencies. Comprehensive workload tracking within the Information Technology (IT) Branch has recently been undertaken which shows that the Branch is not able to meet the current support, maintenance, and upgrade workload required. This also means that there is zero time available to implement any new services that require IT assistance. The COVID pandemic has exacerbated the situation pushing staff to enable and support over 150 employees working remotely, an increase of demand of more than 500%.

As the number of devices, applications, IT services, and members grows so do the number of support requests. Support requests are currently growing at a rate of 13.3% year over year. Support requests currently take up 79% of IT member time and this percentage is increasing each year. As of 2021, support will require

105% of total IT staff time. As over 20% of staff time is required for critical system maintenance this will mean that over 25% of support requests will not only be delayed – they will never be resolved.

There has been and continues to be increased demands for digital disclosure, more timely disclosure, increased demand for technology to support the community (e.g. digital Freedom of Information, and Record Screening processes, increased number of options for online reporting of crimes, increased Business Analytics technology and the looming NG911 conversion).

The Courts have recently introduced Justice Centre in the City of London, which requires accelerated preparation of documentation and disclosure, all of which demands IT resources to be in place and support. Further, they have introduced shorter timelines associated to trials which impacts workload and demand and IT resources to assist. They have also introduced the requirement for electronic warrants, electronic disclosure and remote testimony, all of which cannot be accomplished without IT resources. Currently, IT staff is only able to spend 1% of their time on projects and initiatives. Overtime has become a requested normal course of business to meet demands.

Financial Analyst x 1

Financial Services staff are responsible for all finance related responsibilities, including budget development, budget monitoring, general accounting, accounts payable, accounts receivable, grant reporting, payroll, group benefits, and pension administration.

The last increase in complement in Financial Services was in 2018, with the addition of a Financial Analyst, and before that 2006.

Select workload indicators indicate that the volume of tasks per member, including travel reconciliations, budget transfers, invoices processed, and purchasing card transactions, increased by 28% (2012:2016) and an additional 13% between 2016 and 2019. Significant projects have not been initiated or have been delayed as a result of the volume of work and a resulting backlog. Appropriate financial analysis and strategic planning are imperative to manage risk and provide proactive, timely, and accurate financial support.

Court Services Administrative Assistants x 4

The title “Administrative Assistant” is an internal job classification, and not indicative of the work performed. These “Assistants” are in fact tasked with the timely processing of all criminal and non-criminal charges laid by the LPS. This involves the creation of charge packages that come in the form of Warrant Applications, Promise to Appear, Appearance Notices, Summonses, and all Provincial Offence matters. In other words, for every single charge (criminal and non-criminal – tickets) put before the courts, someone has to prepare a charge package. As the population increases, so too does the likelihood of charge packages increasing. In the last 5 years, there has been a 96% increase in the number of judicial documents (part of a charge package) processed by the Central Records and Quality Control Unit.

The task of preparing charge packages has traditionally been a shared responsibility between Court Services “Administrative Assistants” and police cadets (young people often not ready to assume the duties of a police officer). The police cadets are also tasked with monitoring prisoners’ health and safety. As a result of increasing levels of morbidity factors among the population that comes into custody, more care & attention is required to monitor prisoners and the addition of these resources will result in the removal of charge package creation from staff tasked with maintaining prisoner care.

Further, and as previously noted, increasing court demands for timelines disclosure and content has necessitated increased attention to this task.

A reassignment of some staff has already been made to assist with these demands, but these four “Administrative Assistants” are required to help with the transition of duties.

Geographic Information Systems (GIS) Specialist x 1

As the population growth and complexity of crime in London increases, so too have the demands for crime visualization and analysis increased. Workload, for Crime Analysts, associated to mapping of crime data has increased by more than 16% year over year, with no further capacity.

In 2019, Crime Analysts devoted approximately 500 hours mapping crime locations in relation to officer requests to support responses to community concerns. Each request can consume as much as ½ a day, and virtually all crime analysis work requires some component of geospatial mapping. Work being spent manually creating maps is Analyst work not being conducted by the Crime Analysts. As a result of Crime Analyst capacity, there has been a 41.53% increase in usage, by officers, of the basic in-house mapping tool, which is nearly the same version available to the public, providing basic data, without sufficient analytical capability to properly focus activities.

The LPS has rudimentary geospatial capabilities, relying heavily on Crime Analysts to provide mapping products; however, they are not GIS specialists and cannot perform the tasks of a GIS trained specialist. The ability to respond to emerging crime trends in keeping with a growing population requires growth in this area of the LPS.

Sophisticated data analytics, which includes geospatial analysis and crime activity visualization, is critical to address crime trends in a growing and changing population. Ensuring Officers are in the right places, at the right times engaged in the right activities with the right information is essential.

2021 Assessment Growth Business Case # 15

Service Grouping: Roadways
 Service: Traffic Control & Street Lights
 Description of Case: Street Light Maintenance - Additional street lights are added to the City's network as new subdivision streets are assumed; therefore, this increases the maintenance and energy costs of providing this service.

1. Current State

a) Description of Current Services Provided

The street light maintenance service provides for the ongoing maintenance of all street lights with the right-of-way and street to street walkways. This area also provides for the life-cycle replacement of the street light infrastructure and the installation of new street lights on existing roadways.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Street Light Maintenance | \$8.7 million | 2 | 2.0 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Number of Street Lights | 38,105 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|-----------------------|
| \$228.83/street light |

e) If this is a Contracted Service, what is the Percentage Contracted Out? 99%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: Street Lights
Unit of Measure: 38,105

2. Operating Request

a) Description of request and impacts.

By the end of 2021 it is anticipated that there will be a 650 new street lights added to the network.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|---------------------------|-------------------|---|
| \$228.83 per street light | 650 street lights | \$148,740 |

d) Description of Growth in Metric and Rationale

New street lights are added to the network as new Neighbourhood Connectors and Streets are constructed.

3. Capital Requests

a) Capital Request

Lifecycle replacement for Street Lights is presented under the Capital Financing Assessment Growth Case

| | Permanent* | One-time | 2021 Total |
|--------------------------|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|------------------|------------|------------------|
| Operating | \$148,740 | \$0 | \$148,740 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$148,740 | \$0 | \$148,740 |

2021 Assessment Growth Business Case # 16

Service Grouping: Roadways
 Service: Traffic Signal Service
 Description of Case: Additional traffic signals are added to the City’s network as traffic volumes grow associated with new residential, commercial and institutional development. This increases the maintenance, data communication and energy costs of providing this service. Additional funding is required.

1. Current State

a) Description of Current Services Provided

The traffic signal maintenance service provides for the ongoing maintenance of traffic signals and pedestrian crossovers. This area also provides for the life-cycle replacement of the infrastructure and the installation of new traffic signals and pedestrian crossovers.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Traffic Signal Maintenance | \$4,061,359 | 6 | 7.3 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Number of Traffic Signals | 410 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|------------------------|
| \$9,906/traffic signal |

e) If this is a Contracted Service, what is the Percentage Contracted Out? 96%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: Traffic Signals
Unit of Measure: 410

2. Operating Request

a) Description of request and impacts.

In 2021, eight new traffic signals will be added to the network.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|-------------------|---|
| \$9,906/traffic signal | 8 traffic signals | \$79,248 |

d) Description of Growth in Metric and Rationale

New traffic signals are added as the result of increased traffic resulting from new developments.

3. Capital Requests

a) Capital Request

Lifecycle replacement for Street Lights is presented in the Capital Financing Assessment Growth Case

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|-----------------|------------|-----------------|
| Operating | \$79,248 | \$0 | \$79,248 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$79,248 | \$0 | \$79,248 |

2021 Assessment Growth Business Case # 17

Service Grouping: Roadways

Service: Roadway Maintenance and Winter Maintenance

Description of Case: Roadway Maintenance:
 Increase in the amount of road and sidewalk assets due to newly assumed subdivisions, warranted sidewalk program, walkways, ditches, boulevards, downtown maintenance and roadside maintenance.

Winter Maintenance:
 Increase in amount of the road and sidewalk assets due to newly assumed subdivisions, warranted sidewalk program and road widening. Additional funding is required to provide winter control service to those areas.

Roadways Planning & Design:
 There is an additional 20 km of land infrastructure that will require lifecycle capital funding. This lifecycle request ask will be presented in the CAM Assessment Growth case.

1. Current State

a) Description of Current Services Provided

Roadway Maintenance (summer and winter) contributes towards effective transportation in the City by ensuring that the municipal road and sidewalk network operate at standard. Current cost for service or program is provided. Roadway Planning and Design contributes towards effective transportation in the City by providing long-term planning of the municipal road network and the delivery of road capital projects in a cost effective manner.

a) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|-------|
| Roadway Maintenance | \$13.2M | 89 | 124.3 |
| Winter Maintenance | \$16.5M | 55 | 62.4 |
| Roadway Planning and Design | \$2.7M | 37 | 37.8 |

b) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Paved road Lane km | 3,747 lane kilometers (2019 value) |
| Sidewalk lane km | 1,556 km of sidewalk (2019 value) |
| Bike lane km | 83.14 lane kilometres (2019 value) |

c) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|---|
| \$8,846 per paved road lane km - Summer \$3,667 per lane km – Winter \$15,960 per lane km – Roadway Planning & Design (\$52,170,000/3661=\$14,250/lane km ⁽²⁾ ; Plus 12% = \$15,960/lane km) |
| \$306 per sidewalk lane km – Summer \$1,377 per km of sidewalk – Winter |
| \$2,200 per km bike lane – Summer \$7,110 per bike lane km ⁽¹⁾ – Winter |

⁽¹⁾ Average cost per lane km based on cycling facility type.

⁽²⁾ Cost \$14,250/lane km based on costs in 2013. Current information indicates road construction costs have increased 12% in the past five years. \$14,250 plus 12% = \$15,960/lane km.

d) If this is a Contracted Service, what is the Percentage Contracted Out?

Road Maintenance (Summer) – N/A,
 Winter Maintenance – 50% Equipment Pieces

Winter Maintenance – 50% Equipment Pieces
 Roadways Planning & Design – Capital Projects (Construction) 90%

e) Assets Currently Used to Provide Service and Unit of Measure:

| Asset | Unit of Measure |
|--------------------|--|
| Road Maintenance | Numerous vehicles managed through the City's internal fleet |
| Winter Maintenance | 71 Road Plows, 28 Spreaders, 42 Sidewalk Plows plus additional service vehicles both contracted, and City owned. |

2. Operating Request

a) Description of request and impacts.

In 2021, 20 paved road lane km of road, 15.2 km of sidewalk, 1.1 km of parking lay-bys and 1.6 km of bike lane will be added to existing roadways.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|--|---------------------------|---|
| Road Maintenance-\$8,846/paved road lane km | 20 lane kms of road | \$176,920 |
| Winter Maintenance-\$3,667/lane km | | \$73,340 |
| Road Maintenance-\$306/sidewalk lane km | 15.2 km of sidewalk | \$4,651 |
| Winter Maintenance-\$1,377/sidewalk lane km | | \$20,930 |
| Road Maintenance-\$2,200/bike lane km | 1.6 km of bike lane | \$3,520 |
| Winter Maintenance-\$7,110/bike lane km | | \$11,376 |
| Road Maintenance-\$8,846/parking lay-bys km | 1.1 km of parking lay-bys | \$9,731 |
| Winter Maintenance-\$3,667/ parking lay-bys km | | \$4,034 |

d) Description of Growth in Metric and Rationale

New paved road, sidewalk and bike lane are added as the result of increased transportation network resulting from new developments.

3. Capital Requests

a) Capital Request

Lifecycle replacement for 20km paved road is presented in the Capital Financing Assessment Growth Case.

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts

Roadway Maintenance: Partial use of the City’s equipment. Existing lane km of 3,747 and 1,556 km of sidewalk. The funding is required to support additional 20 km of road and 15.2 of sidewalk and 1.6 km of bike lanes.

Winter Maintenance: Partial use of the City’s Winter Maintenance equipment. The funding is required to support additional contract resources and materials.

Roadway Planning & Design: Lifecycle renewal of additional infrastructure as a result of growth. As of 2021, lifecycle replacement value of one km of road is \$15,960. Without these capital funds the infrastructure gap will increase. Lifecycle replacement will be presented under CAMS, as noted above.

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|------------------|------------|------------------|
| Operating | \$304,502 | \$0 | \$304,502 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$304,502 | \$0 | \$304,502 |

2021 Assessment Growth Business Case # 18

Service Grouping: London Transit Commission
 Service: Conventional & Specialized Transit Services
 Description of Case: Service Growth Hours

(A) Conventional Transit Service

1. Current State

a) Description of Current Services Provided

London Transit is responsible for the provision of accessible public transit services to all Londoners, including repair, control and management of services. Conventional transit is used by over 23 million passengers annually, with 43 bus routes and 221 fully accessible buses.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|-------|
| Conventional Transit Services | \$81M | 573 | 586.8 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|--------------------------------------|--|
| Revenue Service Hours - Conventional | 670,900 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure | |
|----------------------|----------|
| | \$120.71 |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: Fully Accessible Transit Buses
 Unit of Measure: Number of Buses in Fleet – 221 Buses

2. Operating Request

a) Description of request and impacts.

The Post-2019 Rapid Transit Integration Framework was presented and approved in October 2018 by the London Transit Commission. Since then, work continued to develop London Transit’s second Five Year Service Plan Framework, covering the period of 2020-2024. The focus of the Five-Year Service Plan was to address immediate concerns identified by customers and transit staff, including bus operators and identifies opportunities to enhance service, grow ridership and prepare for the introduction of Bus Rapid Transit (BRT) corridors. The service hour additions set out in the framework are similar to those in the previous Five-Year Plan, calling for approximately 18,000 conventional service hours per year and 22 expansion buses over the 2000-2024 time frame, noting the 2020 growth was not implemented due to COVID.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 16 | 16.0 | \$1,323,400 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$93.32 | 18,000 | \$1,679,700 |

Note: This cost of unit of measure (for additional service hours) does not include some costs that do not increase with additional service hours such as administrative salaries, some facility costs such as heat, hydro and facility maintenance costs.

d) Description of Growth in Metric and Rationale

Annualized growth of 18,000 conventional revenue service hours (6,000 in 2021) as per London Transit’s Five Year Service Plan Framework, noting the growth hours planned for implementation in 2020 was not implemented due to the onset of the COVID-19 pandemic.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

Note: LTC’s 2021 capital budget program includes the provision for 5 expansion buses to meet the need of the above noted service growth and is funded through the Federal/Provincial ICIP funding.

b) Description of impacts – N/A

4. Summary of Request

| Type | 2021 Only (Partial)* | 2021 Total (Annualized) |
|--------------|----------------------|-------------------------|
| Operating | \$1,062,700 | \$1,679,700 |
| Capital | \$0 | \$0 |
| Total | \$1,062,700 | \$1,679,700 |

Note: London Transit has historically implemented its service growth in September and as such does not utilize the full annualized amount of funding in the first year. The above summary is broken out between a 2021 only amount and a 2021 annualized amount. The 2021 annualized amount is the overall increase to the base budget.

5. Other Information

(B) Specialized Transit Service

1. Current State

a) Description of Current Services Provided

London Transit provides door to door specialized transit service to approximately 350,000 passengers annually who cannot, as the result of a disability, make use of the accessible conventional service.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Specialized Transit Services | \$11.0M | 9 | 12 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------------|--|
| Revenue Service Hours - Specialized | 154,300 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| \$71.42 |

If this is a Contracted Service, what is the Percentage Contracted Out? 87%

e) Assets Currently Used to Provide Service and Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

The Post-2019 Rapid Transit Integration Framework was presented and approved in October 2018 by the London Transit Commission. Since then, work continued to develop London Transit’s second Five Year Service Plan Framework, covering the period of 2020-2024. The focus of the Five-Year Service Plan was to address immediate concerns identified by customers and transit staff, including bus operators and identifies opportunities to enhance service, grow ridership and prepare for the introduction of Bus Rapid Transit (BRT) corridors. The service hour additions set out in the framework are similar to those in the previous Five-Year Plan, calling for approximately 6,000 specialized service hours annually, noting the 2020 growth was not implemented due to COVID.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$58.52 | 6,000 | \$351,100 |

Note: This cost of unit of measure (for additional service hours) does not include some costs that do not increase with additional service hours such as Administrative salaries, some facility costs such as heat, hydro and facility maintenance costs.

d) Description of Growth in Metric and Rationale

Annualized growth of 6,000 specialized revenue service hours as per London Transit’s Five Year Service Plan Framework, noting the growth hours planned in 2020 was not implemented due to the onset of the COVID-19 pandemic.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | 2021 Only (Partial)* | 2021 Total (Annualized) |
|--------------|----------------------|-------------------------|
| Operating | \$173,700 | \$351,100 |
| Capital | \$0 | \$0 |
| Total | \$173,700 | \$351,100 |

Note: London Transit has historically implemented its service growth in September and as such does not utilize the full annualized amount of funding in the first year. The above summary is broken out between a 2021 only amount and a 2021 annualized amount. The 2021 annualized amount is the overall increase to the base budget.

5. Other Information

(C) Public Transit Services (Total)

1. Operating Request

| Service | Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|---|-------------------------|------------------|---|
| Conventional Transit | \$93.32 | 18,000 | \$1,679,700 |
| Specialized Transit | \$58.52 | 6,000 | \$351,100 |
| Service Public Transit Services (Total) | | | \$2,030,800 |

2. Summary of Request

| Type | 2021 Only (Partial)* | 2021 Total (Annualized) |
|--------------------------|----------------------|-------------------------|
| Operating - Conventional | \$1,062,700 | \$1,679,700 |
| Operating - Specialized | \$173,700 | \$351,000 |
| Capital | \$0 | \$0 |
| Total | 1,236,400 | \$2,030,800 |

2021 Assessment Growth Business Case # 19

| | |
|----------------------|--|
| Service Grouping: | Corporate Services |
| Service: | Realty Services |
| Description of Case: | Increase in property acquisition over the next four years for transit and transportation projects including over 400 property requirements and associated increase in transactions, due diligence, demolitions, property management, negotiations and other realty services. Request for one full-time position. |

1. Current State

a) Description of Current Services Provided

The Realty Services team comprises 11 staff that execute their responsibilities in accordance with the corporate value of *Good Governance* and the guiding principle to ensure the Building a Sustainable City through the implementation of property acquisition strategy for the Rapid Transit system (RT) and strategic program for road improvements identified in the Transportation Master Plan.

The Realty Services team is responsible for the acquisition of property rights for road widening projects, stormwater management facilities, parks and open space, community centres, W12A buffer property and other site acquisitions for municipal purposes. In addition to over 140 parcels being acquired within the next 3 years for planned road widening projects, there are over 350 properties impacted by the RT project for the downtown loop, south and east corridor. There will be over 50 fully impacted properties purchased including business disruption, business relocation and residential and commercial tenancies displaced.

Realty Services provides advice on property matters to City services and supports the management of the City's asset portfolio by managing property acquisition, industrial land marketing and sales, disposition of surplus lands, property management, lease administration and negotiations of all of these property rights.

Service highlights for Realty Services include:

- Provide expert advice and transactional support for the Industrial Land Development Strategy (ILDS). Realty is the lead for property acquisitions and sales of City industrial land,
- Provide acquisition support to Parks Planning for multiuse pathway development and parkland creation,
- Support various other services by providing advice of various different forms of property rights and the associated transaction support including negotiating lease space for downtown office service areas and other leases for civic space needs in the community,

- Active cemeteries management including maintenance of Woodhull, Bostwick, and Scottsville cemeteries,
- Lead the disposition of surplus land assets and support the disposition of Old Victoria Hospital Lands and Lorne Avenue development lands,
- Provide continuing support for the W12A Landfill Site – Community Enhancement and Mitigative Measures Program (CEMMP). Undertakings include contracting, interim property management, negotiating and acquiring property.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|-------------------------------|-----------------------|-----|------|
| Realty Services | \$1,988,666 | 11 | 11.2 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| Number of FTE's | 11.2 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| \$177,560 |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A
 Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

Realty Services is seeking approval of one (1) additional staff.

The Realty Services area has experienced increased pressure over the past 5 years due to:

- The processing of more property transactions including extensive negotiations, due diligence and analysis of property impacts,
- Providing more interim property management for properties purchased including tenancy rental, license agreements, maintenance and repairs,
- Providing more asset reviews and processing of sale of surplus assets,
- Providing more reviews of appraisal for cash-in-lieu applications,
- Providing more appraisal, negotiation and lease administration; and
- Providing support for arbitration of outstanding expropriation compensation matters.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 1 | 1.0 | \$118,000 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| \$177,560 | 1 FTE | Cost x Growth Metric = \$177,560 Request = \$118,000 (The allocation is less than the growth calculation indicates but is sufficient to provide the required resources) |

d) Description of Growth in Metric and Rationale

These services are provided with an expectation of no reduction in service levels. This Service is currently experiencing a significant amount of demand and new positions will be required to be prepared for upcoming increases in property acquisition and associated realty management activities to service the growth of the City. Property acquisition for transportation projects, RT, stormwater management, floodplain protection and parks projects is increasing by over 100% in 2021 and beyond. The number of property agreements under administration is increasing 15% in 2021 and by 20% in 2022.

| Metric | 2016 Actual | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Target | 2021 Target | 2022 Target | 2023 Target |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| # of property acquisitions for transportation projects | 22 | 37 | 10 | 32 | 35 | 40 | 40 | 50 |

| Metric | 2016 Actual | 2017 Actual | 2018 Actual | 2019 Actual | 2020 Target | 2021 Target | 2022 Target | 2023 Target |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| # of property rights purchased (RT) | 1 | 2 | 8 | 7 | 50 | 120 | 110 | 100 |
| # of agreements under administration | 67 | 107 | 125 | 140 | 160 | 180 | 220 | 250 |
| Total Properties Acquired and Administered | 90 | 146 | 143 | 179 | 245 | 340 | 370 | 400 |

| Year | Total Properties | # of FT's | # of Properties Per FTE |
|------|------------------|-----------|-------------------------|
| 2018 | 143 | 9 | 16 |
| 2019 | 179 | 9 | 20 |
| 2020 | 245 | 11 | 23 |
| 2021 | 340 | 11 | 31 |
| 2022 | 370 | 11 | 34 |
| 2023 | 400 | 11 | 36 |

If one additional staff member is approved, the unit of measure per FTE reduces to 28 in 2021 which is still significantly higher than the average processed per employee since 2018 assuming that full complement can be maintained. Although efficiencies exist to accommodate an increased volume per staff, significant overtime has been required to manage the increasing volume to date which will continue to increase each year to 2023. Although the incremental number of properties per FTE is growing at a slower rate, fully impacted properties are significantly more complex and require considerably more time to complete than a partially impacted property. The additional growth in property acquisition will be continuing annually though to 2023.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description: | Permanent* | One-time | 2021 Total |
|---|------------|----------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

4. Summary of Request

| Type | Permanent | One Time | Total |
|-----------|-----------|-----------|-----------|
| Operating | \$118,000 | \$0 | \$118,000 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$118,000 | \$118,000 | \$118,000 |

2021 Assessment Growth Business Case # 20

Service Grouping: Corporate Services
 Service: Facilities Design and Construction
 Description of Case: As the City grows, so too does the portfolio of municipal facilities within which the Facilities Design and Construction group manages construction, renewal and interior projects.

1. Current State

a) Description of Current Services Provided

The City currently has 280 buildings and assets within its portfolio of responsibility, representing 3,137,000 square feet of space.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|------------------------------------|-----------------------|-----|------|
| Facilities Design and Construction | \$2,119,490 | 19 | 19 |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|---------------------------------------|--|
| Number of Facilities/Assets | 280 |
| Combined Square Footage of Facilities | 3,137,000 |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|------------------------|
| \$7,570 Per Facility |
| \$0.68 Per Square Foot |

e) If this is a Contracted Service, what is the Percentage Contracted Out? 0%

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A
 Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

Since 2015, the City has added 9 facilities to its portfolio, representing 215,828 square feet - a 6.9% increase. This request ensures that the City is able to maintain established levels of service, delivering construction, renewal and interior projects within its municipal buildings.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| 1 | 1.0 | \$115,000 |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|---------------------------|---|
| \$0.68 per square foot | 215,828 square feet added | Cost x Growth Metric = \$146,763 Request = \$126,763 (The allocation is less than the growth calculation indicated but is sufficient to provide the required resources) |

d) Description of Growth in Metric and Rationale

The growth metric is the number of square feet added. The addition of square feet to the City’s portfolio of facilities has a correlation to a growing City that manifests in jumps at multi-year intervals.

Currently Facilities employs 19 FTs to manage all growth project's various technical disciplines. There has been a steady and increasing demand for project development and execution – particularly with respect to space planning due to new Growth projects over the past 5 years. This is projected to continue into the future. Projects worked on include but are not limited to:

- Reorganizations, new and modified work stations due to City of London staff growth,
- Addition of new Corporate staff through New and Growth requests by other Service Areas,
- New services and additional services provided to Boards and Commissions,
- Increased Neighbourhood, Children, and Fire Services (NCFS), Parks and Recreation program offerings and available dates – 33% over 10 years increased Arena visits has increased service requirements,
- New and additional AODA requirements to all Customer Service locations, and
- Upgrades and or functional modifications to existing facilities – Fire Hall 1, ITS, City Hall, Centennial House, J. Ally Taylor, Museum London, Social Services satellite locations, Regional Water Supply.

The City has expanded with new facilities over the last few years such as:

- Rapid Transit office,
- East Social Services,
- Fire Hall 11,
- East Lions Community Centre,
- Citi Plaza,
- Bostwick Community Centre.

3. Capital Requests

a) Capital Request

| Capital Project Number and Description: | Permanent* | One-time | 2021 Total |
|---|------------|----------|------------|
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|-----------|-----------|----------|-----------|
| Operating | \$122,000 | \$4,763 | \$126,763 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$122,000 | \$4,763 | \$126,763 |

2021 Assessment Growth Business Case # 21

| | |
|----------------------|--|
| Service Grouping: | Corporate Financing |
| Service: | Capital Financing – Corporate Asset Management – City Assets |
| Description of Case: | Increased contribution to the Capital Infrastructure Gap Reserve Fund to mitigate future growth in the infrastructure gap, by ensuring funding is set aside for major lifecycle repairs or eventual replacement of new infrastructure resulting from a growing city. |

1. Current State

a) Description of Current Services Provided

The 2020 Corporate Asset Management Plan Update (2020 CAM Plan Update) identified the replacement value of the City’s assets at \$21.3 billion with a ten year infrastructure gap projected at \$635.0 million. However, the City continues to grow and acquires, develops, and constructs more infrastructure. Each new asset requires on-going life cycle renewal activities. To assist with budgeting for these future lifecycle renewal costs and to mitigate growth in the infrastructure gap, the Council-approved *2019 Corporate Assessment Management Plan (2019 CAM Plan)* recommended to set aside a predefined annual reinvestment amount for each new asset through an annual Assessment Growth business case (2019 CAM Plan - Recommendation #7.iv) to have a funding source available in the future when replacement or major lifecycle repairs are required.

The recommended reinvestment rates are applied to the cost of property-tax supported assets that were assumed in 2019, the growth projects completed in 2019 (which are comprised of growth capital budgets), and the portions of the Bostwick Community Center (constructed in 2018) that are the capital contribution responsibility of the City. This includes Parks, Recreation, and Transportation assets.

Infrastructure identified in the *2019 CAM Plan* for these services consists of:

1. Parks – 172 km of pathways, 687 Amenities (ranging from play structures to community gardens) and 92 Park Facilities (Ranging from bandshells to site work).
2. Recreation – 99 Facilities including 11 Arenas, 13 Community Centres, 11 Outdoor Community Pools, and 2 Senior Centres.
3. Transportation – 3,656 lane kms of roadway, 1,568 km of sidewalks, and 36,183 Street Lights and 400 Signals.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|---|-----------------------|-----|------|
| Contribution to Infrastructure Gap Reserve Fund | \$11,609,406 | N/A | N/A |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| N/A | N/A |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| N/A |

e) If this is a Contracted Service, what is the Percentage Contracted Out? Infrastructure work that is funded through the Capital Infrastructure Gap Reserve Fund is typically at least 80% contracted out.

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A
 Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

Increase the permanent contribution to the Capital Infrastructure Gap Reserve Fund by \$2.27 million in 2021 to recognize the scope of tax supported infrastructure has increased since the 2019 CAM Plan.

The recommended annual reinvestment rates for applicable infrastructure, as listed in the 2019 CAM Plan and 2020 CAM Plan Update, are:

| Service | Recommended Annual Reinvestment Rate |
|-----------------------|--------------------------------------|
| Recreation Facilities | 2.5% |
| Parks | 4.1% |
| Transportation | 2.7% |

Depending on Parks Asset Type (Linear, Amenities, or Facilities), the recommended reinvestment rate ranges from 1.7% to 6.2% based on the specific asset type being constructed, with an average of 4.1%. Similarly, the recommended reinvestment rate ranges from 1.75% to 4.5%, with an average of 2.7%, for the various Transportation Assets (e.g., Roadways, Structures, and Traffic Signs).

Summary:

| Category | Recommended Annual Reinvestment |
|--|---------------------------------|
| Part One: 2019 Assumed Infrastructure | \$1,021,133 |
| Part Two: Growth Projects Completed in | \$718,654 |
| Part Three: Bostwick Community Centre | \$531,043 |
| Total | \$2,270,830 |

Part One – 2019 Assumed Infrastructure Assets from Development

Assets that were assumed in 2019 are summarized below, which are mainly comprised of transportation assets including roads of approximately 12.3 kilometers (i.e., approximately 27.4 lane kms). Also assumed are 328 street lights, and 14.0 km of sidewalks. The recommended reinvestment rate for these transportation assets ranges from 1.7% to 4.5%.

| Asset Type | Cost | Recommended Annual Reinvestment |
|---|--------------|---------------------------------|
| Roadways - Roads | \$28,629,621 | \$858,889 |
| Roadways - Sidewalks | \$1,222,191 | \$36,666 |
| Traffic - Street Lights & Traffic Signals | \$2,790,624 | \$125,578 |
| Total Transportation | \$32,642,436 | \$1,021,133 |

Part Two – Growth Projects Completed in 2019

Growth projects that were completed in 2019 are outlined in the table below. The detail listing of budgets comprising the projects are listed in #5 – Other Information. The amount considered for reinvestment excludes land acquisition cost.

| Program Area | Budget Amount Spent | Recommended Annual Reinvestment |
|---|---------------------|---------------------------------|
| Parks - Linear, Amenities, and Facilities Assets ⁽¹⁾ | \$959,310 | \$41,505 |
| Roads, Structures, & Traffic - Roadways and Traffic Assets ⁽²⁾ | \$35,579,545 | \$677,149 |
| Total of Program Areas | \$36,538,855 | \$718,654 |

⁽¹⁾ Parks assets relate to budgeted Parks construction (Neighbourhood, Sports, and Urban), Major Open Spaces, and pathway extension/new construction.

⁽²⁾ Roadways growth budgets generally include existing roads being widened, improved, implementing strategic road connections, and constructing Traffic Signals and Street Lights.

Part Three – Bostwick Community Centre

Bostwick Community Centre capital costs were not included in previous assessment growth allocation business cases. *2019 Assessment Growth Business Case #5* allocated funding for Bostwick Community Centre’s operating costs solely. Given the size and ownership complexity of the asset, it is recommended that assessment growth funding is allocated for future capital expenditures. The amount considered for reinvestment is based on the Southwest Community Centre Joint Venture Agreement (i.e., Bostwick Community Centre) which outlines the City’s percentage responsibility of Bostwick’s facility systems capital expenditures, which range from 33% to 100% depending on system. Bostwick’s overall replacement value approximates \$54 million (\$48.5 million when excluding associated land and closing costs). The recommended annual rate for the annual reinvestment of these systems is 2.5%:

| Asset Type | City’s Responsibility Percentage | Approximate Replacement Value | Recommended Annual Reinvestment |
|--------------------|----------------------------------|-------------------------------|---------------------------------|
| Bostwick Community | 33% to 100% | \$48,510,683 | \$531,043 |

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| NA | N/A | N/A |

3. Capital Requests

a) Capital Request

| Capital Project Number and Description: | Permanent* | One-time | 2021 Total |
|---|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts - N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|--------------------|------------|--------------------|
| Operating | \$2,270,830 | \$0 | \$2,270,830 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$2,270,830 | \$0 | \$2,270,830 |

5. Other Information

The detail listing of growth projects completed in 2019:

| Projection description and associated budgets | Replacement Cost | Reinvestment Rate Applied | Funding Request |
|---|---------------------|---------------------------|------------------|
| Parks Assessment Growth Funding Request – Detail: | | | |
| Medway N Path (PD2253-13) | \$21,900 | 5.10% | \$1,117 |
| Cedar Hollow Park Extend Pathway (PD204318, PK20431901) | \$19,942 | 5.10% | \$1,017 |
| Snake Creek New Pathway (PD204316) | \$52,117 | 5.10% | \$2,658 |
| Maplegrove Park Blend Grades (PD138217, PD204318, PD276516) | \$118,233 | 5.10% | \$6,030 |
| Vanderleigh/Talbot Village (PD3019-13, PD3019-15) | \$199,660 | 4.10% | \$8,186 |
| Blackacres Park Pathway Connection (PD138218) | \$5,117 | 5.10% | \$261 |
| Victoria On the River Ph. 3 (PD1382-14, PD1382-15, PD3019-15) | \$522,894 | 4.10% | \$21,439 |
| 2019 CSA Playground Upgrade (PD1382-14) | \$19,447 | 4.10% | \$797 |
| Subtotal | \$959,310 | N/A | \$41,505 |
| Transportation Assessment Growth Funding Request – Detail: | | | |
| 2015 King & Egerton Phase 1 (TS173916, TS173918) | \$98,100 | 2.70% | \$2,649 |
| Wharncliffe & Western Roads (TS1489, TS1633) ⁽¹⁾ | \$20,246,626 | 2.70% | \$263,159 |
| Kilally Rd Upgrades at Webster (TS1409) | \$2,294,402 | 2.70% | \$61,949 |
| Wonderland Rd S 2 Lanes (TS1487) | \$8,063,210 | 2.70% | \$217,707 |
| Wilton Grove Fr Commerce To (ID1057, ID2195, TS1490) | \$4,703,094 | 2.70% | \$126,984 |
| TS -South Carriage & Hyde Park (TS1477-2) | \$174,113 | 2.70% | \$4,701 |
| Subtotal | \$35,579,545 | N/A | \$677,149 |
| Total | \$36,538,855 | N/A | \$718,654 |

⁽¹⁾ \$10.5 million cost spent on bridge excluded from reinvestment analysis as asset is owned by Canadian Pacific Railway.

2021 Assessment Growth Business Case # 22

| | |
|----------------------|--|
| Service Grouping: | Corporate Financing |
| Service: | Capital Financing – Corporate Asset Management – London & Middlesex Community Housing Assets |
| Description of Case: | Increase contribution to the Public Housing Renewal Reserve Fund to mitigate growth in the infrastructure gap related to Public Housing. |

1. Current State

a) Description of Current Services Provided

The Social Housing Reform Act transferred responsibility for the ownership and management of public housing to municipalities. Before January 1, 2001, public housing units were owned by the Ontario Housing Corporation. Public housing was built in the 1950 to 1970's with the intent of meeting the housing requirements of those in greatest need. In the late 1970's, the emphasis on social housing construction shifted from public housing to income-integrated non-profit and co-operative housing projects. Since 1978 no new public housing has been built.

London Middlesex Community Housing (LMCH) core assets are 32 real properties representing 3,276 units throughout London and Middlesex County. The portfolio is a mix of single-family detached houses, row houses, and low and high-rise apartment buildings and provides homes for approximately 5400 people. As of January 2020, the assessed portfolio weighted average Facility Condition Index (FCI) score was 0.41. (Note: Very Good = 0.00 to 0.05, Good = 0.06 to 0.20, Fair = 0.21 to 0.40, Poor = 0.41 to 0.60, Very Poor = 0.61 or greater).

It is estimated that an annual capital requirement for lifecycle renewal infrastructure of \$23.5 million is needed to achieve an average assessed portfolio FCI score of 0.35 (or "fair") by 2029 and to replace other assets once they have served 110% of their useful life. This total cost was compared to the planned funding, which includes the funding from the 2020 to 2023 Multi-Year Budget approved business cases, to determine the infrastructure gap. In 2020, the cumulative lifecycle renewal infrastructure gap is estimated at \$18 million and by 2029, the cumulative lifecycle renewal infrastructure gap is estimated to increase to \$132 million. Continued investment in public housing will assist in mitigating the growth in the infrastructure gap. The City of London utilizes the Public Housing Renewal Reserve Fund to provide funding for major capital repairs and upgrades to maintain public housing units operated by LMCH. The City's current approved annual budget contribution to this Reserve Fund is \$5.1 million.

As noted, in the 2020 to 2023 Multi-Year Budget Business Case #12, LMCH Infrastructure Gap, the funding strategy to address the LMCH Infrastructure Gap includes an assessment growth case in the amount of \$500,000 per year. This will incrementally add \$500,000 to the Public Housing Renewal Reserve Fund contribution each year to support asset management.

b) Current Cost for Service or Program Provided

| Applicable Service or Program | 2021 Operating Budget | FT# | FTE# |
|---|-----------------------|-----|------|
| Capital Financing: Public Housing Renewal Reserve Fund Contribution | \$5,072,000 | N/A | N/A |

c) Unit of Measure (one required, up to three may be entered)

| Unit of Measure (Description) | Current/Most Recent Value of Unit of Measure |
|-------------------------------|--|
| N/A | N/A |

d) Current Cost by Unit of Measure

| Cost/Unit of Measure |
|----------------------|
| N/A |

e) If this is a Contracted Service, what is the Percentage Contracted Out? N/A

f) Assets Currently Used to Provide Service and Unit of Measure:

Asset: N/A
 Unit of Measure: N/A

2. Operating Request

a) Description of request and impacts.

To assist in mitigating the growth in the public housing infrastructure gap, a permanent increase of \$500,000 to the annual contribution to the Public Housing Renewal Reserve Fund is recommended.

b) Staffing Impacts (if applicable)

| Staffing FT# | Staffing FTE# | Staffing FTE \$ |
|--------------|---------------|-----------------|
| N/A | N/A | N/A |

c) Operating Request (Choose most appropriate metric or average of metrics)

| Cost of Unit of Measure | Growth in Metric | Operating Request (Cost of Unit x Growth in Metric) |
|-------------------------|------------------|---|
| N/A | N/A | \$500,000 |

d) Description of Growth in Metric and Rationale - N/A

3. Capital Requests

a) Capital Request – N/A

| Capital Project Number and Description | Permanent* | One-time | 2021 Total |
|--|------------|------------|------------|
| N/A | N/A | N/A | N/A |
| Total Expenditure | N/A | N/A | N/A |

b) Description of impacts – N/A

4. Summary of Request

| Type | Permanent | One Time | Total |
|--------------|------------------|------------|------------------|
| Operating | \$500,000 | \$0 | \$500,000 |
| Capital | \$0 | \$0 | \$0 |
| Total | \$500,000 | \$0 | \$500,000 |

5. Other Information

2020 to 2023 Multi-Year Budget, Business Cases, Draft - December 17, 2019 including:
 Business Case #12 – LMCH Infrastructure Gap, page 133
 Business Case #18 – LMCH Co-Investment with CMHC, page 172
 Business Case #19 – LMCH Operating Staffing and Security, page 181
 Business Case #21 – Regeneration of Public Housing, page 194

SPPC MTG – March 9 /21 – Agenda Item – 2.2 – 2021 Assessment Growth Allocation

Mayor Holder (Chair) & Members of Council, please consider the following for your review and consideration as “ added agenda “ or public input for this meeting ;

1. Budget Process Consideration Going Forward >>> when you close this agenda item today , the result will be a \$10 M increase or major revision in either or both the 2021 approved Operating or Capital budgets without either your input as a Council or that of the public; just to be received By Law 6151 – Public Notice – Appendix A – clearly states that “ Notice of any public participation meeting(s) with respect to the adoption of the budget “ be posted . This is 33 % of all delta budget changes for 2021, that’s significant ! There is zero reason that going forward this “ Assessment Value Growth “ piece of the budget should not be aligned to be concurrent with the main Budget Meetings ; gaining the value of both Council & Public Input and Feedback to strengthen the quality and the timeliness of the result. The City of London is an “ exception “ here as other locations I reviewed all align this piece with their core budget process, public meetings and more Council input with respect to the outcome.
2. Both City Hall and Council often cite that “ growth pays for growth “ , well this is to reinforce that current taxpayers are paying an increasing annual price for this growth in “ incentive zones “ like the Core / SOHO / and Old East to rebait “ development fees “ over a now 10 year payback scheme to support our increasing London Plan targets to intensify – grow inward and upward. Best I can see this is approximately \$2.5 M annually and growing. This “New Assessment Value Growth “ funding should allocate annually and permanently 50 % of \$\$ taxpayer contributions to this (CIP?) fund back to share this burden fairly , making this a perfect circle with “ growth paying for growth “ & reducing the direct burden on already strained taxpayers.
3. I welcome allocations outlined in business cases # 18 / # 21 & #22 in this report, as this is the 1st time I have seen a significant recognition by our CFO that taxpayers cannot be expected to bear added burden in Mil Rate to support these challenges without the continuous support of “New Assessment Growth Funding”. We are finally pointing where we are going , not where we have been.
4. I like many on Council; come from a business background where Management & Operations teams are continuous challenged to support growth in their existing operations levels through internal improvements and synergies. I find some of these business cases lacking that challenge but hope to comment more next year when this is a public meeting.

THXS – Chris Butler – 863 Waterloo St

Report to Strategic Priorities and Policy Committee

To: Chair and Members
Strategic Priorities and Policy Committee

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

Subject: Service Review: Audit and Accountability Fund Applications & Single Source 21-14 Procurement Process Assessment Review

Date: March 9, 2021

Recommendation

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

- a. This report **BE RECEIVED** for information, it being noted that the City of London is receiving funding through the Province of Ontario's Audit and Accountability Fund to undertake the following reviews:
 - i. City of London Procurement Process Assessment Review, and;
 - ii. City of London Parking Services Service Integration and Digital Modernization Review.
- b. The attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting on March 23, 2021 to:
 - i. Approve the Ontario Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for the provision of funding to retain an independent third-party reviewer to undertake a procurement process assessment review;
 - ii. Approve the Ontario Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for the provision of funding to retain an independent third-party reviewer to undertake a parking services integration and digital modernization review;
 - iii. Authorize the Mayor and Clerk to execute both Ontario Transfer Payment Agreements; and
 - iv. Authorize the City Treasurer to approve and sign any reports required by the Province pursuant to the Ontario Transfer Payment Agreements.
- c. A Single Source Procurement (SS 21-14) in accordance with section 14.4(e) of the Procurement of Goods and Services Policy **BE AWARDED** to Ernst & Young LLP (EY) to conduct the Procurement Process Assessment Review for the City of London at their proposed fees of \$170,000 (excluding HST).
- d. Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this matter.

Executive Summary

The purpose of this report is to provide an update on the Province of Ontario's Audit and Accountability Fund and the status of the two applications that were submitted in December 2020 as part of the second intake process. Further, Civic Administration is seeking approval for single source procurement to engage EY to undertake a spend analysis and procurement maturity assessment for the City of London.

Linkage to the Corporate Strategic Plan

Council's 2019 to 2023 Strategic Plan for the City of London identifies "Leading in Public Service" as a strategic area of focus. This includes increasing the efficiency and effectiveness of service delivery by conducting targeted service reviews.

Analysis

1.0 Background Information

1.1 Service Review

As part of the Service Review program Civic Administration has undertaken many initiatives over the last several years to identify potential savings, budget reductions, and administrative efficiencies for the City of London. To date, the City has used seven tools to undertake this work, which are identified as follows:

- Programs Reviews
- Continuous Improvement (Lean Six Sigma) Initiatives
- Zero-Based Budgeting (ZBB)
- Organizational Reviews
- "Deep Dive" Service Reviews
- Asset Reviews
- Internal Audit

Most recently, the City of London engaged KPMG in 2018 to undertake a comprehensive review of all the City's programs and services, including Agencies, Boards and Commissions who chose to participate in the project. The review was tasked with determining if services were delivered as effectively and efficiently as possible, and ultimately to create capacity and/or mitigate budget pressures anticipated for the 2020-2023 Multi-Year Budget. As part of the project, it was identified by KPMG that three "deep dive" service reviews would be conducted:

- Service Delivery for Housing.
- User Fees for Municipal Services.
- Service Delivery for Municipal Golf.

On August 26, 2019, the Strategic Priorities and Policy Committee received a report presenting the findings and recommendations from the in-depth review undertaken by KPMG for the delivery of housing programs and services that are specific to the shareholder agreement between the City and London Middlesex Community Housing Corporation ("LMCH") as well as the City and Housing Development Corporation, London ("HDC"). During the Fall of 2019 the reviews of user fees for municipal services and service delivery for municipal golf were completed and final reports were brought forward in Winter 2020 to present the findings and recommendations for consideration by Council.

1.2 Previous Reports Related to this Matter

Strategic Priorities and Policy Committee, September 30, 2019, Agenda item 2.1, Service Review Initiatives 2019 Update.

Community and Protective Services Committee, September 10, 2019, Agenda item 2.6, Provincial Audit and Accountability Fund – Transfer Payment Agreement.

Strategic Priorities and Policy Committee, April 8, 2019, Agenda item 2.3, City of London Service Review: Project Update.

Strategic Priorities and Policy Committee, March 26, 2018, Agenda item 2.3, RFP 18-04: City of London Service Review – Consulting Services.

2.0 Discussion and Considerations

2.1 Audit and Accountability Fund – Intake 1

On May 21, 2019, the Province of Ontario announced the creation of the “Audit and Accountability Fund,” making available \$7.35 million province-wide for large urban municipalities and district school boards to undertake third party line-by-line reviews to identify potential savings, while maintaining vital front-line services. This announcement was consistent with the focus of the provincial budget released earlier in 2019, which contained a number of initiatives aimed at reducing the provincial deficit.

On September 10, 2019, the Community and Protective Services Committee received a report from Civic Administration that indicated the City had received funding approval from the Ministry of Municipal Affairs and Housing for up to \$60,540. The report noted that the receipt of funding from the Province was to be used to offset the cost of the KPMG review of service delivery for housing that was completed and presented to the Strategic Priorities and Policy Committee on August 26, 2019.

2.2 Approval Audit and Accountability Fund – Intake 2

On November 17, 2020, the Province of Ontario announced a second intake of the Audit and Accountability Fund that would be made available to urban municipalities to apply for provincial funding to undertake third party reviews with the goal of finding service delivery efficiencies, while protecting and modernizing front-line services. It is noted that the Province established a deadline of December 18, 2020 for municipalities to submit applications for consideration as part of the second intake process.

Accompanying the announcement, program guidelines were released by the Province that included eligibility criteria. To be eligible for Provincial funding, projects must include:

1. A review of municipal service delivery expenditures to find efficiencies. The review project could take a number of forms including:
 - Line-by-line review of the municipality’s entire budget.
 - Review of service delivery and modernization opportunities.
 - Review of administrative processes to reduce costs.
2. Result in a final report by the independent third-party reviewer that provides specific and actionable recommendations for cost savings and efficiencies. The municipality will be required to submit a final report that includes a statement of the total amount of expenditures reviewed and the total amount identified as potential savings.
3. Be completed by October 15, 2021. Municipal applicants will be required to publicly post the independent third-party report that outlines the analysis, findings, and actionable recommendations by October 15, 2021.

The Province has indicated that the impacts of the COVID-19 pandemic are making it more important than ever for municipalities to deliver modern, efficient services that are financially sustainable. They encouraged applicants to consider submitting proposals that support the following priorities:

- Digital modernization
- Service integration
- Streamlined development approvals

In December 2020, Civic Administration submitted two applications to the Ministry of Municipal Affairs and Housing for consideration as part of the second intake process:

- City of London Parking Services Service Integration and Digital Modernization Review
- City of London Procurement Process Assessment Review

On February 26, 2021, the City of London received confirmation from the Province that they had approved funding for both projects under this intake of the Audit and Accountability Fund. Accompanying the notification, the Province confirmed the requirements of the funding approval, including the deadline for completion of the service reviews. As part of the timeline for the service reviews, Civic Administration will bring back final reports to the appropriate standing committee.

2.3 Overview of Projects

The following provides a summary of the two project proposals that were submitted to the Province as part of the second intake process of the Audit and Accountability Fund.

Parking Services Service Integration and Digital Modernization Review

The City of London will undertake a service review of Parking Services to explore opportunities to improve service integration with other City services and examine opportunities to modernize the service delivery of municipal parking. Currently, the City of London is utilizing one location to administer all activities related to the service delivery of municipal parking. As part of the scope of work a review would be undertaken of existing processes to determine opportunities to integrate parking payments/disputes with other City services, including paying for a license, submitting an application, paying a parking ticket, and purchasing garbage tags. This review will also examine opportunities to modernize service delivery in Parking Services by identifying opportunities to digitize existing services that are highly paper based. It is anticipated that the review will provide recommendations to improve workflow processes, identify efficiencies and cost savings, and enhance customer service delivery.

Procurement Process Assessment Review

This project will involve an independent assessment of the City's procurement spend and the maturity of its procurement function. The detailed spend assessment is expected to result in a deeper understanding of the key commodities procured by the City. The analysis will be leveraged to develop a prioritized list of savings opportunities. As part of the scope of work the third-party reviewer will assess any gaps in data and available tools to conduct spend analysis on an ongoing basis. This assessment will help the City develop a systematic process to conduct spend analysis, including use of tools, and an implementation plan for the City. Additionally, this assessment will outline the current maturity level of the procurement function at a high level and identify any gaps in the operating model as it relates to people, process, and technology. Ultimately, this review will inform the City's plans for modernization of its procurement function, including use of enabling technology and digital capabilities, and enhance service integration with other City services.

2.4 Procurement Process for Consulting Services

Based on the opportunity and the parameters set out in Audit and Accountability Fund, Civic Administration is proposing the following procurement processes:

Procurement Process Assessment Review

A single source is being recommended for the proposed consulting engagement to undertake the procurement service review, in accordance with the City's Procurement Policy (14.4.e Single Source) because the required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, and expertise.

EY have demonstrated their competency and expertise in conducting procurement spend assessments with other large municipalities, including its most recent procurement assessment for the City of Toronto. EY has been working with the City of Toronto since 2015 in modernizing and maturing their procurement processes. The consultant was selected based on their knowledge and understanding of project goals, their experience on directly related projects and their project team members, capacity, and qualifications.

The proposal submitted by EY to provide consulting services for the engagement to conduct a spend analysis and procurement maturity assessment for the City of London includes their proposed fees of \$170,000.00, excluding HST. Civic Administration recommends the award of the contract to undertake this assessment to EY.

Parking Services Service Integration and Digital Modernization Review

Procurement will be conducted using the request for quotation procedure for the proposed consulting engagement to undertake the municipal parking service review, in accordance with the City's Procurement Policy (section 11.0, Request For Quotation - \$50,000 to \$100,000).

3.0 Financial Impact/Considerations

3.1 Source of Financing

The service reviews outlined in this report will have no impact on City's approved budget. Receipt of provincial funding through the Audit and Accountability Fund will finance the full cost of both projects.

4.0 Key Issues and Considerations

4.1. Ontario Transfer Payment Agreement(s)

On March 4, 2021, Civic Administration received the transfer payment agreements from the Province. Upon reviewing the agreements, Civic Administration raised concerns with the Province around the March 26th deadline to execute the agreements, and project completion deadline of October 15, 2021. It is noted at this time that we have been advised by the Province that they have approved our request for an extension for the project completion deadline to December 15, 2021.

4.2. Legal & Risk Considerations

Legal and Risk Management have reviewed the transfer payment agreements and offer the following comments.

There is some risk that the City will not be paid installments of funds if Province is unsatisfied with the project or it decides to cancel the agreement on 30 days' notice, in which case the City would be responsible for the cost of the reviews. This risk is considered minor.

Article 9.0 (Indemnity) of the transfer payment agreements requires the City to indemnify and hold harmless the Province from and against any loss or proceeding, unless solely caused by the Province's negligence or wilful misconduct. Although this clause exposes the City to risk, the benefits of the agreements outweigh the risks.

Conclusion

The two project proposals that were submitted as part of the Province's Audit and Accountability Fund second intake process will provide an opportunity for identifying

efficiencies and cost savings. The Province has indicated that the impacts of the COVID-19 pandemic are making it more important than ever that municipalities deliver modern, efficient services that are financially sustainable. These projects align with the Province's guidelines for eligibility, specifically digital modernization, and service integration. It is recommended that the City of London enter into the attached Transfer Payment Agreements with the Province of Ontario in order to access this funding.

Through the second intake of the Audit and Accountability Fund Civic Administration is looking to put forward a review of parking services, and a procurement assessment review. Based on their demonstrated their knowledge and expertise with similar projects of this type that resulted in significant identified savings that can be applied at the City of London, it is recommended that EY be awarded the contract to conduct a spend analysis and procurement maturity assessment for the City of London at their proposed fee of \$170,000 (excluding HST).

Civic Administration will bring back final reports to the appropriate standing committees to present the findings and recommendations from the completed service reviews.

Submitted by: Mark Johnson, MCIP, RPP
Business Planning Process Manager

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 two Ontario Transfer Payment Agreements between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing and the City of London for the provision of funding for two projects under this intake of the Audit and Accountability Fund

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; ii) services or things that the municipality is authorized to provide.

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

1. The Ontario Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding to retain an independent third-party reviewer to undertake a procurement process assessment review (“Agreement 1”) 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 Agreement 1 authorized and approved under section 1 of this by-law.
3. The Ontario Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding to retain an independent third-party reviewer to undertake a parking services integration and digital modernization review (“Agreement 2”) attached as Schedule “2” to this by-law is hereby authorized and approved.
4. The Mayor and the City Clerk are hereby authorized to execute Agreement 2 authorized and approved under section 3 of this by-law.
5. The City Treasurer is authorized to approve and sign any reports required under Agreement 1 and Agreement 2.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 23, 2021

Ed Holder

Mayor

Catharine Saunders
City Clerk

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

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

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 to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Payment Plan
Schedule “F” - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

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

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

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name:
Title:

The Corporation of the City of London

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

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 headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

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

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“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.

“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 Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 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.

“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 Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

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

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, 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 Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, 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 A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) 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) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

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;
- (b) the progress of the Project;
- (c) 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; 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, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy 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 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 Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (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 represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

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 30 days' Notice to the Recipient.

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 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 failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

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) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient 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
- (j) 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 section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

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

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **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 to the Province an amount equal to the

excess Funds.

A15.2 **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 debts 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.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **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".

A15.5 **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.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

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

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **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.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **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.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 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.

A20.0 INDEPENDENT PARTIES

A20.1 **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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **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.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises 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.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 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.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|--|
| Maximum Funds | \$180,000 |
| Expiry Date | December 31, 2021 |
| Amount for the purposes of section A5.2 (Disposal) of Schedule "A" | \$5,000.00 |
| Insurance | \$ 2,000,000 |
| Contact information for the purposes of Notice to the Province | <p>Name: Karen Partanen</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: karen.partanen@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient | <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p> |
| Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement | <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p> |

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project;

and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE "C"
PROJECT

Objectives

The objective of the Project is to develop a:

1. Procurement Assessment Report
2. Data Maturity Report
3. Spend Analysis Process Framework

Description

The Recipient will retain an independent third-party reviewer to undertake a procurement process assessment review. As part of the review, the reviewer will provide an independent assessment of the Recipient's procurement spend and the maturity of its procurement function.

Independent Third-Party Reviewer's Report

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit the report to the Province and publish the report on the Recipient's publicly accessible website by December 15, 2021.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

SCHEDULE "D"
BUDGET

| Item | Amount |
|--|-----------------|
| Reimbursement for payments to the independent third-party reviewer | Up to \$180,000 |

**SCHEDULE "E"
PAYMENT PLAN**

| Milestone | Scheduled Payment |
|---|--|
| <ul style="list-style-type: none"> • Execution of the Agreement | Initial payment of \$99,000 made to the Recipient no more than thirty (30) days after the execution of the Agreement |
| <ul style="list-style-type: none"> • Submission of the Independent Third-Party Reviewer's Report to the Province • Publishing of the Independent Third-Party Reviewer's Report • Submission of the Final Report Back to the Province | Final payment of up to \$81,000 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back |

**SCHEDULE "F"
REPORTS**

| Name of Report | Reporting Due Date |
|----------------------|--------------------|
| 1. Final Report Back | December 15, 2021 |

Report Details

1. Final Report Back

The Recipient will submit a Final Report Back to the Province by December 15th, 2021 using the reporting template provided by the Province. The Final Report Back will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

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 to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

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

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

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name:
Title:

The Corporation of the City of London

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

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 headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

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

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“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.

“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 Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 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.

“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 Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

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

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, 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 Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, 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 A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) 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) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

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;
- (b) the progress of the Project;
- (c) 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; 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, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy 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 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 Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (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 represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

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 30 days' Notice to the Recipient.

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 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 failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

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) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient 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
- (j) 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 section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

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

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

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **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 to the Province an amount equal to the

excess Funds.

A15.2 **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 debts 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.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **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".

A15.5 **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.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

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

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **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.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **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.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 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.

A20.0 INDEPENDENT PARTIES

A20.1 **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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **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.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises 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.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 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.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|--|
| Maximum Funds | \$100,000 |
| Expiry Date | December 31, 2021 |
| Amount for the purposes of section A5.2 (Disposal) of Schedule "A" | \$5,000.00 |
| Insurance | \$ 2,000,000 |
| Contact information for the purposes of Notice to the Province | <p>Name: Karen Partanen</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: karen.partanen@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient | <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p> |
| Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement | <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p> |

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) use the Funds only for the purpose of reimbursement for the actual amount paid to the independent third-party reviewer in accordance with the Project;

and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

**SCHEDULE "C"
PROJECT**

Objectives

The purpose of the Project is to, in relation to the Recipient's parking services, explore opportunities to digitize processes and make the distribution of information to the applicable service area (once received at the Customer Service location) more effective.

The objectives of the review are to:

- Identify strategic locations to implement changes that would be more accessible to the community at large;
- Review and troubleshoot potential barriers to implementation;
- Collaborate with other service areas to determine potential capacity for implementation;
- Determine what services could be offered at these locations; and,
- Identify an action plan, timelines, potential costs and long term savings associated with the proposed plan.

Description

The Recipient will retain an independent third-party reviewer to explore the possibilities that could exist in Service Integration/Digital Modernization as it relates to the Recipient's Parking Services area.

The independent third-party will review existing processes to determine opportunities to integrate parking payments/disputes with other services of the Recipient.

The reviewer will further explore how this broader set of services could be administered by Customer Service Representatives at other physical locations utilizing the Recipient's various "Service London" customer service locations throughout the city.

The reviewer will also examine opportunities to modernize service delivery in Parking Services by identifying opportunities to digitize existing services that are highly paper-based.

The reviewer will identify opportunities for more efficient processes and better and more cost effective service delivery that could be realized by implementing more digitized services.

Independent Third-Party Reviewer's Report

The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report.

The Recipient will submit the report to the Province and publish the report on the Recipient's publicly accessible website by December 15, 2021.

The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.

SCHEDULE "D"
BUDGET

| Item | Amount |
|--|-----------------|
| Reimbursement for payments to the independent third-party reviewer | Up to \$100,000 |

SCHEDULE "E"
PAYMENT PLAN

| Milestone | Scheduled Payment |
|---|--|
| <ul style="list-style-type: none">• Execution of Agreement | Initial payment of \$55,000 made to Recipient no more than thirty (30) days after the execution of the Agreement |
| <ul style="list-style-type: none">• Submission of the Independent Third-Party Reviewer's Report to the Province• Publishing of the Independent Third-Party Reviewer's Report• Submission of the Final Report Back to the Province | Final payment of up to \$45,000 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back |

**SCHEDULE "F"
REPORTS**

| Name of Report | Reporting Due Date |
|----------------------|--------------------|
| 1. Final Report Back | December 15, 2021 |

Report Details

1. Final Report Back

The Recipient will submit a Final Report Back to the Province by December 15th, 2021 using the reporting template provided by the Province. The Final Report Back will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.