

Agenda Including Addeds

Corporate Services Committee

8th Meeting of the Corporate Services Committee

May 10, 2021, 12:00 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

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

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6. Confidential (Enclosed for Members only.)

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

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

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

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

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

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

- 6.4. Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation.

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

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

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

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

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

7. Adjournment

Report to Corporate Service Committee

To: Chair and Members
Corporate Services Committee
From: Cathy Saunders, City Clerk
Subject: Integrity Commissioner Agreement
Date: May 10, 2021

Recommendation

That, on the recommendation of the City Clerk, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London and local boards:

- a) the staff report, dated May 10, 2021, entitled “Integrity Commissioner Agreement” BE RECEIVED;
- b) the proposed by-law attached as Appendix “A” being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7842-121, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London” BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021.

Executive Summary

The purpose of this report is to seek direction from Municipal Council with respect to the extension of the current contract of the Integrity Commissioner.

Linkage to the Corporate Strategic Plan

Leading In Public Service – The City of London is a trusted, open and accountable service of our community through improved public accountability and transparency in decision making.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

April 16, 2019 – Corporate Services Committee – Item #2.6
March 19, 2019 – Corporate Services Committee – Item #2.3
April 19, 2021 – Corporate Services Committee – Item #2.1

2.0 Discussion and Considerations

2.1 Background Information

At the meeting held on May 4, 2021, Municipal Council resolved as follows:

That, on the recommendation of the City Clerk, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London:

- a) the staff report, dated April 19, 2021, entitled “Integrity Commissioner Agreement”, BE RECEIVED; and

b) the City Clerk BE DIRECTED to bring forward to the May 10, 2021 Corporate Services Committee meeting, a draft Agreement between The Corporation of the City of London and Gregory F. Stewart for the provision of services as The Corporation of the City of London's and local boards' Integrity Commissioner for the term as determined by the Municipal Council; it being noted that the draft Agreement will include additional provisions which speak to anticipated timelines for responding to complaints and enquiries in accordance with the Code of Conduct for Members of Council.

The Municipal Council appointed an Integrity Commissioner on May 16, 2017 after undertaking both a Request for Proposal process and a targeted recruitment process. At the conclusion of the processes, Mr. Gregory Stewart was appointed as the Integrity Commissioner. The Corporation of the City of London and Mr. Stewart entered into an "Agreement for Municipal Integrity Commissioner" with the term of the Agreement ending on May 31, 2019.

At the Municipal Council meeting held on April 23, 2019, By-law No. A.-7842-121 was enacted to approve an Agreement for the Municipal Integrity Commissioner for a period ending May 31, 2021.

The current contract with the Integrity Commissioner establishes an hourly rate of \$250.00 per hour, plus applicable taxes, for time devoted to services as an Integrity Commissioner. The costs billed to-date are as follows:

- 2017 - \$8,028.33
- 2018 - \$6,055.78
- 2019 - \$0.00
- 2020 - \$3,230.88

2.2 Role of the Integrity Commissioner

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

Municipalities are required to appoint an Integrity Commissioner to perform the responsibilities noted above. It should also be noted that the *Municipal Act, 2001* requires all municipalities appoint an Integrity Commissioner or make arrangements for

that role to be carried out by an Integrity Commissioner of another municipality. The following rules will apply:

- a) where a municipality has not appointed an Integrity Commissioner, it must make arrangements for those responsibilities to be performed by a Commissioner of another municipality; and
- b) if a municipality has appointed an Integrity Commissioner but has not assigned to them all of the responsibilities set out in section 223.3(1) of the *Municipal Act, 2001*, the municipality must make arrangements for those responsibilities to be performed by an Integrity Commissioner of another municipality.

2.3 Discussion

In accordance with Municipal Council's direction, the attached proposed Agreement with the Integrity Commissioner sets an hourly rate of \$250.00 per hour, plus applicable taxes, for time devoted to services as an Integrity Commissioner. Also in accordance with the Municipal Council's direction, the proposed Agreement specifically references the obligation of the Integrity Commissioner to comply with the "The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol" which sets out specific processes and timelines in response to complaints.

Mr. Stewart has reviewed the proposed Agreement and has indicated his willingness to be appointed as the Integrity Commissioner based on the terms and conditions set in attached Agreement for a period not to exceed two years.

The Civic Administration recommends that Mr. Stewart be appointed as The Corporation of the City of London's Integrity Commissioner for an additional term to end on May 31, 2023, noting that Mr. Stewart has indicated that he is not seeking a term beyond 2 years. This would provide sufficient time to proceed with a process to retain a new Integrity Commissioner to replace Mr. Stewart when the proposed new Agreement with Mr. Stewart expires and provides for the next term of Municipal Council to choose the next Integrity Commissioner.

3.0 Financial Impact/Considerations

The costs related to the actions undertaken by the Integrity Commissioner are provided for within the City Clerk's Office Budget.

Conclusion

Mr. Stewart has indicated his willingness to be appointed as the Integrity Commissioner based on the same terms and conditions as set in the current contract, acknowledging that due to legislative changes the role of the Integrity Commissioner has been expanded and this will be reflected in the Agreement. He is also receptive to a more specific reference to the timelines set out in the "Complaint Protocol".

Attached as Appendix "A" to this report is a proposed by-law to approve an Agreement between The Corporation of the City of London and Gregory F. Stewart to serve as the Integrity Commissioner for The Corporation of the City of London and to appoint Mr. Stewart as the City of London's Integrity Commissioner until May 31, 2023. Also attached to the by-law is the "The Corporation of the City of London Integrity Commissioner Terms of Reference" and the "Complaint Protocol".

Prepared by and Recommended by: **Cathy Saunders, City Clerk**

Appendix "A"

Bill No.
2021

By-law No. A.-

A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-784-121, being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London".

WHEREAS section 10(2)(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws regarding the accountability and transparency of the municipality and its operations and of its local boards and their operations;

AND WHEREAS a Code of Conduct for Members of Council was adopted by by-law and The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol was adopted by resolution of The Corporation of the City of London;

AND WHEREAS section 223.3 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, and the City of London Code of Conduct for Members of Council and The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol establish responsibilities, powers and duties of an Integrity Commissioner;

AND WHEREAS Council of The Corporation of the City of London deems it expedient to appoint an Integrity Commissioner in accordance with the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

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

1. That Gregory F. Stewart be hereby appointed as the Integrity Commissioner for the City of London and deemed to be an officer for the purposes of the *Municipal Act, 2001* S.O. 2001, c.25, as amended.
2. The Agreement attached hereto as Schedule "A" of this by-law is hereby authorized and approved.
3. The Mayor and the Clerk be hereby authorized to execute the Agreement authorized and approved in clause 2 above.
4. By-law No. A.-7842-121, being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London", passed by Municipal Council on April 23, 2019 is hereby repealed.

5. This by-law comes into force and effect on June 1, 2021.

PASSED in Open Session on May 25, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – May 25, 2021
Second reading – May 25, 2021
Third reading – May 25, 2021

SCHEDULE "A"

AGREEMENT FOR MUNICIPAL INTEGRITY COMMISSIONER

THIS AGREEMENT made this _____ day of _____, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

AND:

GREGORY F. STEWART

(hereinafter referred to as "Stewart" and or the "Integrity Commissioner")

OF THE SECOND PART

WHEREAS section 223.3 of the *Municipal Act, 2001* authorizes the City to appoint an Integrity Commissioner who reports to Municipal Council and who is responsible for performing in an independent manner the functions assigned by Municipal Council in accordance with the legislation and the Municipal Council approved "The Corporation of the City of London Integrity Commissioner Terms of Reference" attached hereto as Schedule 1;

WHEREAS the City wishes to retain Stewart as its Integrity Commissioner under the authority of the *Municipal Act, 2001* to perform the duties and responsibilities of that office pursuant to the terms of the legislation and this Agreement;

NOW THEREFORE, in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Term - The term of this Agreement is for the period commencing June 1, 2021 (the "commencement date") and ending on May 31, 2023.
2. Services - The City hereby retains and appoints Stewart as Integrity Commissioner in accordance with the *Municipal Act, 2001* and Stewart accepts such appointment and agrees to perform the functions of Integrity Commissioner in accordance with this Agreement and the "The Corporation of the City of London Integrity Commissioner Terms of Reference" attached hereto as Schedule 1 and in accordance with "The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol" attached hereto as Schedule 2. The Integrity Commissioner also agrees to perform the functions set out in the "Code of Conduct for Members of Council", the "Code of Conduct for Local Boards" and "The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol" and the City of London's "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)" and as requested by the Council or Members of Council at all times in accordance with this Agreement and the *Municipal Act, 2001*.

3. Functions - As Integrity Commissioner, Stewart shall perform the functions and have the powers provided for in the Act, including but not limited to the following:

- (1) *Advisory*: Upon proper request, provide written and/or verbal advice to individual members of Council respecting the application of the Code of Conduct for Members of Council and City's Code of Conduct for Members of Council Complaint Protocol, hereinafter collectively referred to as the "Code of Conduct for Members of Council" and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behavior, including but not limited to general interpretation of the *Municipal Conflict of Interest Act*; and furthermore and when appropriate, provide the full Council with specific and general opinions and advice respecting compliance by elected officials in respect of the provisions of governing statutes, the Code of Conduct for Members of Council and any other applicable procedures, rules, and policies.

The Integrity Commissioner may be requested to provide such advice confidentially to the Member of Council making the request in respect of specific facts, and in a way in which the Member of Council may rely upon the advice provided. In such circumstances and where the Integrity Commissioner is requested to do so, he may provide advice in a general way to all Members of Council respecting the interpretation of the Code of Conduct for Members of Council.

Upon proper request, provide written and/or verbal advice to individual members of Local Boards respecting the application of the Code of Conduct for Members of Local Boards and The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol, hereinafter collectively referred to as the "Code of Conduct for Members of Local Boards" and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behavior, including but not limited to general interpretation of the *Municipal Conflict of Interest Act*; and furthermore and when appropriate, provide the Local Boards with specific and general opinions and advice respecting compliance by Local Board Members in respect of the provisions of governing statutes, the Code of Conduct for Member of Local Boards and any other applicable procedures, rules, and policies

- (2) *Compliance Investigation/Determinations*: Upon receipt of a complaint, the Integrity Commissioner shall assess the validity of the complaint to determine if it is appropriate and within the mandate of the Integrity Commissioner to investigate any alleged contraventions of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards identified in the complaint. Where the Integrity Commissioner has determined that the allegations made would, if substantiated, constitute a breach of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards, the Integrity Commissioner will investigate the alleged breach in accordance with the timelines set out in "Complaint Protocols" for both Members of Council and Local Boards.
- (3) *Inquiry under s 223.4 of the Municipal Act, 2001*: Upon proper request from a member of Council or local board, municipal administration or one or more members of the public and having determined it is appropriate in the circumstances to initiate an inquiry under Subsection 223.4 of the *Municipal Act, 2001*, the Integrity Commissioner will conduct an inquiry and make a determination as to any alleged contravention of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards or applicable procedures, rules and policies by a member of Council and/or member of a local board and, thereafter,

will report to Council and/or the local board the details and results of such inquiry.

- (4) *Reporting*: The Integrity Commissioner shall file an annual report to Municipal Council and local boards respecting the advice, education and investigations carried out in the previous year, and developments or recommendations of significance related to the role of the City's Integrity Commissioner.
- (5) *Educational*: The Integrity Commissioner shall provide outreach programs to members of Council and local boards and relevant staff on legislation, protocols, and office procedures emphasizing the importance of compliance with a Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards for public confidence in Municipal Government; and, furthermore, dissemination of information available to the public on the website operated by the City and local board.
- (6) *Municipal Conflict of Interest Act*: Members of Council and Members of local boards are governed by the *Municipal Conflict of Interest Act*. The Integrity Commissioner when requested by a Member of Council or Member of a local board will provide advice respecting their obligations under the *Municipal Conflict of Interest Act*. The Integrity Commissioner may provide educational information to Members of Council and/or Members of local boards, the municipality and the public about the *Municipal Conflict of Interest Act*. The Integrity Commissioner is to receive and conduct such formal or informal processes as may be appropriate, in accordance with the *Municipal Conflict of Interest Act*.
- (7) *Clarification or Withdrawal*: If the Integrity Commissioner is unclear about the substance of a request for advice, or if the Integrity Commissioner is unclear as to whether a request received from a Member of Council or a Member of a local board is a request for advice or a request for an investigation, then before commencing work on the matter, the Integrity Commissioner will seek clarification from the Member of Council or Member of the local board who referred the matter. Likewise, if as a result of any action taken by the Integrity Commissioner the Member of Council or the Member of a local board who referred the matter believes the action is not what was intended, the Member of Council or the Member of a local board may provide clarification to the Integrity Commissioner or may withdraw their request.
- (8) *Report to Council or local board*: The Integrity Commissioner is responsible for performing the duties set out in this section independently, and shall report directly to Council or local board in respect of all such matters.
- (9) *Documents*: The Integrity Commissioner shall provide electronic copies of any reports to the City Clerk or the secretary of the local board who shall be responsible for ensuring distribution to the appropriate individuals, except for matters received as fact-specific requests from individual Members of Council or individual member of a local board, in which case the Integrity Commissioner shall correspond directly with that individual Member of Council or individual member of a local board.

4. Fees

Hourly Rate – The Integrity Commissioner will be paid a fee of TWO HUNDRED FIFTY DOLLARS PER HOUR (\$250.00/hour), plus applicable taxes, for time devoted to services as Integrity Commissioner for the City of London and Local Boards.

- a) Expenses – The Integrity Commissioner will be entitled to reimbursement of expenses incurred in relation to performance of duties contemplated by this Agreement, including but not limited to food and hotel costs, car rental, railway transportation, and/or mileage charges, all at the respective municipal rates then in effect.
- b) Legal Advice/Fees - The parties agree that, when necessary, the Integrity Commissioner may arrange for and receive legal assistance and advice to properly perform the duties contemplated by this Agreement. The parties agree that, as a direct cost and not as a reimbursable expense, the City of London shall pay the cost of such legal assistance and advice.

5. Reviewing Records - If requested by the City, the Integrity Commissioner shall make available to the City such time sheets, accounts, records, receipts, vouchers and other documents as the City Solicitor or City Clerk considers necessary for the purpose of substantiating the Integrity Commissioner's invoices.

The City may, at any time and from time to time during the term of this Agreement and up to ten (10) years following its termination or expiry, audit and inspect the Integrity Commissioner's accounts, records, receipts, vouchers, records of accessible customer service training (if applicable), and other similar documents relating to performance of the duties herein and shall have the right to make copies thereof and take extracts therefrom.

The Integrity Commissioner shall make available to the City the materials referred to in this section in order that the City may carry out audits and inspections as provided in this section and shall furnish the City and its authorized representative with such information as they may from time to time require. The Integrity Commissioner shall furnish such materials to the City within such timeframe as is reasonably required by the City. Without limiting the generality of the foregoing, the Integrity Commissioner shall furnish any required records of accessible customer service training to the City within ten (10) business days of the City's request, unless otherwise agreed upon by the City.

6. Confidential Process - During the term of this Agreement, pursuant to Subsection 223.5 of the *Municipal Act, 2001*, the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality or a local board that the Integrity Commissioner believes to be necessary for an inquiry.

The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall reasonably preserve secrecy with respect to all matters that come to their knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with Subsection 223.5(1) of the *Municipal Act, 2001*.

Where the Integrity Commissioner reports to the City or a local board that in their opinion, a Member of Council or a member of a local board has contravened the Code of Conduct for Members of Council or the Code of Conduct for Members of Local Boards, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable law.

If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code of Canada* or of any other Act, the Integrity Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council or the local board.

Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act, 2001*, or which could identify a person concerned.

In the event the Integrity Commissioner believes access is required to files and documents for which solicitor-client privilege is claimed, the Integrity Commissioner shall discuss such request with the City Solicitor or the Solicitor for the local board and, if in the opinion of the City Solicitor or the Solicitor for the local board, such request needs to be discussed with City Council or the local board, then the direction of City Council or the local board will be sought by the City Solicitor or Solicitor for the local board, with the exclusion of the Member(s) of Council or Member of a local board, if any, under investigation.

Upon receipt of a formal complaint pursuant to the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation or alternatively to exercise the powers of a Commission under Parts I and II of the *Public Inquiries Act*, as contemplated by Subsection 223.4(2) of the Act.

Upon receipt of a formal complaint pursuant to the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, the Integrity Commissioner will first determine whether the complaint is invalid by virtue of the reason that the Integrity Commissioner determines the complaint to be,

- a) outside of the jurisdiction of the Integrity Commissioner;
- b) frivolous or vexatious;
- c) made in bad faith or without substance; or
- d) insufficient basis to conduct an investigation, including not relevant to the objectives of the *Municipal Act, 2001*, the Council Code of Conduct for Members of Council or the Code of Conduct for Local Boards or in the public interest.

Where the Integrity Commissioner so determines, they may report the nature of the formal complaint and the reason for not investigating to Municipal Council or the local board.

If the Integrity Commissioner is satisfied that a formal complaint regarding a Member of Council or a Member of a local board does not contain sufficient information to set out in a *prima facie* contravention of the Code of Conduct for Members of Council or the Code of Conduct for Members of Local Boards, the Integrity Commissioner shall stay any inquiry into the complaint. The Integrity Commissioner shall notify the complainant in accordance with the "Complaint Protocol" that the matter is stayed and provide an opportunity for the complainant to provide additional information to allow the Integrity Commissioner to determine whether there has been a possible contravention of the Code of Conduct for

Members of Council or the Code of Conduct for Local Boards. Where satisfied that the information sets out a *prima facie* contravention of the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, the Integrity Commissioner shall lift the stay and conduct the inquiry and where not satisfied, the Integrity Commissioner may file a report setting out that decision.

If the Integrity Commissioner is satisfied, after considering the information contained in the complaint and any other relevant information, that a complaint regarding a Member of Council or a Member of a local board is frivolous, vexatious or not made in good faith, or where the complaint is not within the mandate of the Integrity Commissioner, they shall not conduct an inquiry. Where this becomes apparent in the course of an inquiry, the Integrity Commissioner shall terminate the inquiry and may prepare and file a report to Council or the local board.

7. Insurance - During the term of this Agreement, the Integrity Commissioner shall procure and maintain errors and omissions insurance of not less than \$2 million.

The insurance as required under this section shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the City at least sixty (60) clear days before the effective date thereof. Any revisions must be submitted to the City Solicitor for approval.

The Integrity Commissioner shall provide the City with a certificate of insurance indicating compliance with this section upon execution of this Agreement.

8. General Indemnity

The City will save harmless and fully indemnify the Integrity Commissioner, both during and following the term of this Agreement, from and against all costs, actions, suits, claims, demands whatsoever incurred in the course of actions taken within the terms of the duties to be performed by the Integrity Commissioner described herein, for any act done in good faith in the performance or intended performance of a duty or authority under the *Municipal Act, 2001* or a by-law passed under it or for any alleged neglect or default in the performance in good faith of the duty or authority. The City shall indemnify the Integrity Commissioner by i) assuming the cost of defending the Integrity Commissioner in an action or proceeding; ii) paying any damages or costs awarded against the Integrity Commissioner as a result of an action or proceeding, iii) paying, either by direct payment or by reimbursement, any expenses reasonably incurred by the Integrity Commissioner as a result of an action or proceeding or iv) paying any sum required in connection with the settlement of an action or proceeding, to the extent that such costs, damages, expenses or sums are not assumed, paid or reimbursed under any provision of any insurance maintained by the City or the Integrity Commissioner for the benefit and protection of them against any liability incurred by them. The City shall have the right to select and retain the lawyer to represent the Integrity Commissioner in circumstances where they seek indemnity pursuant to this Agreement and shall have the right to approve any settlement of any action or proceeding. Where the Integrity Commissioner is served with any process issued out of or authorized by any court, administrative tribunal or other administrative, investigative or quasi-judicial body in connection with any action or proceeding, they shall deliver a copy of the process forthwith to the City Solicitor if they are seeking indemnity under this Agreement. The Integrity Commissioner shall cooperate fully with the City and any lawyer retained by the City to defend such action or proceeding and shall make available to such lawyer all information and documents relevant to the matter subject to applicable requirements of privilege and confidentiality.

9. Conflict of Interest - The Integrity Commissioner represents that no known conflict of interest is likely to interfere with the duties which arise from this appointment, and further, that these duties will be carried out in an impartial and neutral manner: skillfully, competently, independently and in accordance with all applicable law.

If the Integrity Commissioner becomes aware of circumstances where a conflict of interest could arise, the Integrity Commissioner shall:

- a) advise the City Solicitor immediately in writing of the nature of the conflict; and,
- b) refrain from conducting any further investigation or providing advice on the matter at issue until further direction is given by the City Solicitor.

Upon receipt of a notice in writing from the Integrity Commissioner in accordance with this section the City may:

- a) suspend or terminate this Agreement; or
- b) request the Integrity Commissioner to remove themselves from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the City Solicitor or City Clerk as soon as possible. In that case, the City Solicitor may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the City Solicitor deems appropriate.

10. No Amendment - This Agreement may only be amended in writing, duly executed by the authorized representatives of the parties.
11. Independent Contractor - Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that Stewart is a contractor independent of the City. Nothing in this Agreement shall be interpreted to render or create a relationship of employer/employee, partnership, franchise, agency, joint venture or other like arrangement as between Stewart and the City of London.
12. Statutory Officer - For all purposes relating to this Agreement, the Integrity Commissioner shall be deemed to hold the status of "Statutory Officer" under the *Municipal Act, 2001*.
13. Early Termination - This Agreement may be terminated by either party upon fifteen (15) days' written notice of early termination, delivered during the term of this Agreement.
14. Notice - Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

For the City of London:
300 Dufferin Avenue
PO Box 5035
London, Ontario
N6A 4L9

Attention: City Manager

For Gregory F. Stewart:
Donnelly Murphy Lawyers Professional Corporation
18 The Square
Goderich, Ontario
N7A 3Y7

Any written notice between the parties hereto pursuant to this Agreement which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

15. Severability - All paragraphs, terms, and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term, or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.
16. Complete Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this Agreement.
17. Amendments to Code of Conduct -The City may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement. The City shall consult with the Integrity Commissioner prior to changing the duties.

IN WITNESS WHEREOF the parties are to have caused the Agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CORPORATION OF THE CITY OF
LONDON

Per:

Mayor

Per:

Clerk

We have authority to bind the Corporation

Gregory F. Stewart

Schedule "1"

The Corporation of the City of London Terms of Reference for the Integrity Commissioner

1. Policy Statement

This Policy establishes a Terms of Reference for The Corporation of City of London Integrity Commissioner in accordance with section 223.3 of the *Municipal Act, 2001*.

2. Definitions

None.

3. Applicability

This Policy applies to all Members of Council and Local Boards.

4. The Policy

4.1 The Integrity Commissioner is an independent officer, appointed by Council by by-law passed under section 223.3 of the *Municipal Act, 2001*. The Integrity Commissioner reports directly to Council or Local Boards and functions independently of the Civic Administration and Local Board Administration.

4.2 Municipal Council

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

The duties of the Integrity Commissioner with respect to Municipal Council are to:

- a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;

- b) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;
- d) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;
- e) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,
- f) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act*.

4.3 Local Boards

The duties of the Integrity Commissioner with respect to Local Boards are to:

- a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;
- b) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;
- d) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;
- e) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;

- f) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and
- g) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act*.

Schedule 2

THE CORPORATION OF THE CITY OF LONDON CODE OF CONDUCT FOR MEMBERS OF COUNCIL COMPLAINT PROTOCOL

AUTHORITY

Section 223.3 of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the powers and duties assigned by the municipality with respect to the application of the Code of Conduct for Members of Council.

Sections 223.4 of the *Municipal Act, 2001* provides that an Integrity Commissioner has certain powers duties and protections.

The Code of Conduct for Members of Council was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

This Complaint Protocol was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

PART A: INFORMAL COMPLAINT PROCEDURE

Any person or any representative of an organization who has identified or witnessed behaviour or an activity by a Member of Council that they believe is in contravention of the *Code of Conduct for Members of Council* (the “Code”) may wish to address the prohibited behaviour or activity themselves as follows:

- (1) advise the Member that the behaviour or activity contravenes the Code;
- (2) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behavior or activity;
- (3) keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information;
- (4) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue;
- (5) if applicable, confirm to the Member your satisfaction with the response of the Member; or, if applicable, advise the member of your dissatisfaction with the response; and
- (6) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

All persons and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code. With the consent of the complaining individual or organization and the Member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining must pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

PART B: FORMAL COMPLAINT PROCEDURE:

1.2 Integrity Commissioner Requests for Inquiries - Section 1

1. (1) A request for an investigation of a complaint that a Member has contravened the Code (the “complaint”) shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier and shall be in writing.

(2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization).

(3) A complaint shall set out reasonable and probable grounds for the allegation that the Member has contravened the Code. For example, the complaint should include the name of the alleged violator, the provision of the Code allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.

(4) Municipal Council may also file a complaint and/or request an investigation of any of its members by public motion.

1.3 Initial Classification by Integrity Commissioner - Section 2

2. (1) Upon receipt of the complaint, the Integrity Commissioner shall make an initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or other Council Policies as described in subsection (2).

(2) If the complaint is not, on its face, a complaint with respect to non-compliance with the Code or the complaint is covered by other legislation or a complaint procedure under another Council Policy, the Integrity Commissioner shall advise the complainant in writing as follows:

(a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;

(b) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the City Clerk;

(c) if the complaint on its face is with respect to non-compliance with a more specific Council policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure;

(d) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a Human Rights complaint or similar process, the Integrity Commissioner may, in their sole discretion and in accordance with legislation, suspend any investigation pending the result of the other process; and,

(e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate.

(3) The Integrity Commissioner may report to Municipal Council that a specific complaint is not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

(4) The Integrity Commissioner shall report semi - annually to Municipal Council on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.

1.4 Integrity Commissioner Investigation - Sections 3 – 5

3. (1) If the Integrity Commissioner is of the opinion that a complaint is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.

(2) Other than in exceptional circumstances, the Integrity Commissioner will not report to Municipal Council on any complaint described in subsection (1) except as part of a semi- annual or other periodic report.

4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and in so doing, at any time may attempt to settle the complaint.

(2) Upon receipt of a formal complaint pursuant to the Code, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation, which may include mediation, or alternatively to exercise the powers of a Commission under sections 33 and 34 of the *Public Inquiries Act, 2009* as contemplated by subsection 223.4(2) of the Act.

(3) When the *Public Inquiries Act, 2009* applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the *Public Inquiries Act, 2009* the provision of the *Public Inquiries Act, 2009* prevails.

5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the *Public Inquiries Act, 2009*:

(a) serve the complainant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and

(b) serve a copy of the response provided upon the complainant with a request for a written reply within ten business days.

(2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act*, and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.

(3) The Integrity Commissioner shall not issue a report finding a violation of the Code on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended penalty and an opportunity either in person or in writing to comment on the proposed finding and any recommended penalty.

(4) The Integrity Commissioner may make interim reports to Municipal Council where necessary and as required to address any instances of interference, obstruction or retaliation encountered during an investigation.

(5) If the Integrity Commissioner has not completed an investigation before Nomination Day for a regular election, as set out in the *Municipal Elections Act, 1996*, the Integrity Commissioner shall terminate the inquiry on that day.

If an investigation is terminated in accordance with subsection 223.4(7) of the *Municipal Act, 2001*, the Integrity Commissioner shall not commence another inquiry in respect to the matter unless, within six weeks after Voting Day in a regular election, the complainant who made the request or the Member or former Member whose conduct is concerned makes a written request to the Integrity Commissioner that the investigation be commenced.

(6) The Integrity Commissioner shall retain all records related to the complaint and investigation.

1.5 Integrity Commissioner Investigation - Sections 6 – 9

6. Notwithstanding any other provisions of this Protocol, in the year of a regular election the following rules apply during the period starting on Nomination Day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on Voting Day in a regular election, as set out in section 5 of the Act:

(i) there shall be no requests for an inquiry about whether a Member has contravened the Code applicable to the Member;

(ii) the Integrity Commissioner shall not report to the municipality about whether in their opinion, a Member has contravened the Code applicable to the Member; and,

(iii) the municipality shall not consider whether to impose penalties referred to in subsection 223.4(5) of the *Municipal Act, 2001*, on a Member.

7. (1) The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the intake process has been completed and an investigation has been commenced. If the investigation process takes more than 90 days, the Integrity Commissioner shall provide an interim report and must advise the parties of the date the report will be available.

(2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Municipal Council outlining the findings, the terms of any settlement or recommended penalty. The City Clerk shall process the report for the next meeting of Municipal Council.

(3) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behavior or activity does not continue.

(4) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Municipal Council except as part of a semi-annual or other periodic report.

8. If the Integrity Commissioner determines that there has been no contravention of the Code or that a contravention occurred although the Member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.

9. Notwithstanding any other provision of this Protocol, the Integrity Commissioner shall not make any report to Municipal Council or to any other person during the period of time starting on Nomination Day and ending on Voting Day in any year in which a regular municipal election will be held, as set out in the *Municipal Elections Act, 1996*.

1.6 Municipal Council Review – Section 10

10. (1) Municipal Council shall consider and respond to the report within 90 days after the day the report is laid before it.

(2) Municipal Council shall not consider whether to impose sanctions on a Member, where the Integrity Commissioner makes a report to the Municipal Council

regarding a contravention of the Code, during the period of time starting on Nomination Day and ending on Voting Day in a year in which a regular election will be held, as set out in the *Municipal Elections Act, 1996*.

(3) In responding to the report, Municipal Council may vary a recommendation that imposes a penalty, subject to section 223.4, subsection (5) of the *Municipal Act, 2001*, but shall not refer the recommendation other than back to the Integrity Commissioner.

(4) Upon receipt of recommendations from the Integrity Commissioner, Municipal Council may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code impose either of two penalties:

- (a) a reprimand; or
- (b) suspension of the remuneration paid to the member in respect of his/her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.

(5) The Integrity Commissioner may also recommend that Municipal Council impose one of the following sanctions:

- (a) written or verbal public apology;
- (b) return of property or reimbursement of its value or of monies spent;
- (c) removal from membership of a committee; and,
- (d) removal as a chair of a committee.

(6) The Integrity Commissioner has the authority to apply sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* and investigate complaints or initiate an investigation of suspected violations of the Act. If the Integrity Commissioner determines that a violation has occurred, the Integrity Commissioner may apply to a judge for determination of the questions of whether the member has contravened sections 5, 5.1 or 5.2 of the Act.

1.7 Confidentiality – Section 11

11. (1) A complaint will be processed in compliance with the confidentiality requirements in sections 223.5 and 223.6 of the *Municipal Act*, which are summarized in the following subsections.

(2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding.

(3) All reports from the Integrity Commissioner to Council will be made available to the public.

(4) Any references by the Integrity Commissioner in a semi-annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.

(5) The Integrity Commissioner in a report to Council on whether a member has violated the Code shall only disclose such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Cathy Saunders, City Clerk
Subject: 2021 Council Compensation Review Task Force
Date: May 10, 2021

Recommendation

That the following actions be taken with respect to the 2021 Council Compensation Review Task Force:

- a) the City Clerk BE DIRECTED to commence the 2021 Council Compensation Review Task Force review based on the attached Terms of Reference (Appendix “A”); and,
- b) the City Clerk BE DIRECTED to invite the members of the 2016 Council Compensation Review Task Force to undertake the 2021 update based on the Terms of Reference noted in a) above.

Linkage to the Corporate Strategic Plan

Leading in Public Service – Increased opportunities for residents to be informed and participate in local government.

Analysis

1.0 Background Information

1.1 2016 Council Compensation Review Task Force

The Municipal Council resolved the following at the meeting held on November 10, 2015 with respect to the 2016 Council Compensation Review Task Force:

- “d) the attached revised proposed Terms of Reference for the 2016 Council Compensation Review Task Force (Appendix “A”) BE APPROVED; it being noted that the Governance Working Group (GWG) reviewed the staff report dated October 26, 2015, from the City Clerk, entitled “Governance Working Group Review of Council Compensation Matters”, as well as the proposed suggestion regarding Council compensation, as referred to the GWG from the October 28, 2015 meeting of the Municipal Council; and

The Terms of Reference for the 2016 Council Compensation Review Task Force is attached as Appendix “B” to this Report.

It is noted that the duties of the 2016 Council Compensation Review Task Force (CCRTF) are summarized as follows:

“The Task Force shall be responsible for reviewing and providing recommendations with respect to the Councillors’ and the Deputy Mayors’ compensation, including:

- (a) review, consideration and continued work on the recommendations of any previous Council Compensation Review Task Force that the Task Force feels are relevant;
- (b) collection of and analysis of data from other legislative jurisdictions throughout Canada having regard to the population and the operating budgets of the municipalities and positions of comparable responsibility within the public and

private sectors with the assistance of neutral, independent and less human-resources focussed expertise;

- (c) seeking significant public input, which would:
 - i) include a variety of opportunities for public input directly to the Task Force (this could include the use of public meetings, surveys, webpage, phone, mail, etc).
 - ii) provide for public engagement process to ensure that members of the public are aware of the work of the Task Force and are provided with ample opportunity to provide input;
 - iii) provide for an enhanced communications program to assist in clarifying the role of Councillors and the Deputy Mayors, including legislative responsibilities and day-to-day duties undertaken to fulfil the roles; and,
 - iv) collection of public input with respect to expectations for the availability of the Councillors and the Deputy Mayors to the public during core business hours and outside of core business hours;
- (d) reviewing and making recommendations with respect to:
 - (i) Councillors' and Deputy Mayors' annual stipend; and
 - (ii) the process and timeline for future reviews of Council compensation; and,
- (e) making recommendations regarding implementation of any changes in compensation, which may include phasing in and indexing."

The Guiding Principles were as follows:

- “1. No Councillor should seek to serve in public office solely for financial gain. The key motivation should be to serve and improve the well-being of the citizens of London.
2. The system of remuneration must be transparent, open and easily understandable.
3. Remuneration needs to be sensitive to local market conditions and to compensation levels in comparable municipalities, recognizing that the role of Councillor and Deputy Mayor are neither full-time nor part-time roles, but rather unique roles.
4. Fair compensation that is reflective of the legislative responsibilities and day-to-day duties undertaken to fulfil the role of a municipal Councillor and Deputy Mayor.
5. The Task Force should expect that their recommendations will be considered as soon as possible.
6. The Task Force may consider the provision of various compensation models for consideration.”

1.2 Recommendations of the 2016 Council Compensation Review Task Force:

The Municipal Council resolved the following at the meeting held on August 23, 2017 in response to the final report of the 2016 Council Compensation Review Task Force:

“That the following actions be taken with respect to Council compensation:

- a) effective with the commencement of the next term of Council, the annual compensation for serving as a Ward Councillor BE SET at the 2016 median full time employment income for Londoners; it being noted that while 2016 data will not be available until the Fall of 2017, based upon the 2011 National Household Survey data, about 35% of Londoners ages 15 years and over worked full year,

full time with employment income in 2010 and had a median employment income of \$47,805 and an average employment income of \$57,112;

b) NO ACTION BE TAKEN at this time with respect to the provision of additional compensation for the role of Deputy Mayor; it being noted that the level of compensation for this role should be reassessed once the role is more clearly defined and is not reliant on the discretion of each mayor;

c) NO ACTION BE TAKEN with respect to the provision of additional compensation for Ward Councillors serving as the Chair of a Standing Committee and all Council Members BE ENCOURAGED to serve as Chair throughout the course of their term of office;

d) the current formula for adjusting Council compensation on annual basis BE CONTINUED;

e) notwithstanding that there will be a minor budgetary impact by doing so, the City Clerk BE DIRECTED to bring forward the necessary by-law to eliminate the "1/3 tax free" allowance for Council Members, effective for the next Council term;

f) a review of Council Compensation BE UNDERTAKEN by an independent body, once per Council term, subject to the following:

i) the review should be completed no later than twelve months in advance of

the date that nominations are accepted for the next municipal election;

ii) any adjustments should be effective on the first day of the next Council term;

iii) the Task Force should, as much as possible, reflect the diversity of the community and ideally the participants should have knowledge in the areas of municipal government, research, statistics, public engagement and compensation;

iv) the Task Force should be limited to no more than five individuals;

v) the review should include a review of the major supports required for Council Members to efficiently and effectively carry out their role to the best of their ability as the availability of these supports helps to inform compensation;

vi) the review should consider if median full time income remains an appropriate benchmark for Council Member compensation;

vii) the review should consider if the current formula for interim adjustments remains appropriate; and

viii) public engagement should continue to be a component of the review process and that engagement should be undertaken in a manner which recognizes community preferences and needs;

g) the Municipal Council BE REQUESTED to consider how it can better educate the public with respect to the legislative and non-legislative roles of Council Members;

h) the Municipal Council BE REQUESTED to establish and make publicly available a reasonable timeframe for an initial response to an enquiry made by a constituent to a Council Member so that service standards are available to the public, recognizing that staff support should be utilized in a manner that expedites the response process as much as possible;

i) opportunities BE EXPLORED to determine what support services might be needed in order to ensure that the right conditions are set for a Council Member to perform their policy and constituency duties to the highest level of their ability;

j) when a review of the adequacy of staff resources is undertaken, that review BE DONE in conjunction with a review of Council Members' annual expense allocation;

k) NO ACTION BE TAKEN with respect to the consideration of a system of performance-based compensation for Council Members; and

l) the Mayor BE REQUESTED to send a letter to each of the members of the 2016 Council Compensation Review Task Force to thank them, on behalf of the Municipal Council, for the time and effort they put into fulfilling the Task Force's mandate;

it being noted that the Strategic Priorities and Policy Committee received a verbal overview of the Final Report of the 2016 Council Compensation Task Force from D. Ross, Task Force Chair. (3/15/SPPC)"

A copy of the "Final Report of the 2016 Council Compensation Review Task Force" can be found at this link:

<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=32906>

The following general considerations and observations were made by the 2016 Council Compensation Review Task Force (CCRTF):

- while a review of comparative municipalities is informative, there is a clear desire by the public to have a "made in London" solution that considers local influences;
- the role is one of public service...it is not a career;
- the primary functions of a Council Member are as a strategic manager and as a respondent to constituents;
- there is a general view that a significant number of hours are required to fulfill the role of a Council Member and, while not precluded from other employment, a Council Member's main focus should be fulfilling that role;
- consideration needs to be given as to what level of compensation will allow elected individuals to carry out their Council duties to the highest level of their ability;
- there have been regulatory changes which have increased the fiduciary responsibility and personal liability of each individual Council Member;
- the internet, email, social media and other emerging technologies have created a substantial change in expected access to Council Members;
- remuneration needs to be sensitive to the local market conditions and to compensation levels in comparable municipalities; and
- fair compensation that is reflective of the legislative responsibilities and day-to-day duties undertaken to fulfil the role of a municipal Councillor

2.0 Discussion and Considerations

2.1 2021 Council Compensation Review Task Force Process

Based on the Municipal Council recommendations pertaining to the 2016 Council Compensation Review Task Force, the Civic Administration had anticipated that the 2021 Review would consist of an update on the Review undertaken in 2016, by providing a recommended stipend based on the most recent median full time employment income for Londoners.

With respect to support for Councillors, the Municipal Council also directed in response to the recommendations of the 2016 Council Compensation Review Task Force, the following:

- opportunities BE EXPLORED to determine what support services might be needed in order to ensure that the right conditions are set for a Council Member to perform their policy and constituency duties to the highest level of their ability;
- when a review of the adequacy of staff resources is undertaken, that review BE DONE in conjunction with a review of Council Members' annual expense allocation;

The Civic Administration would recommend that the stipend review be undertaken by the 2021 Compensation Review Task Force and support for Councillors (including the Councillors' Expense Account) be carried out through a separate process by the Civic Administration based on input and direction from Municipal Council. This could be part of the duties of the Governance Working Group (GWG), as the GWG has been tasked with this work through recent direction from the Municipal Council.

If the Municipal Council is receptive to the proposed process, the Civic Administration would recommend that the members of the 2016 Compensation Review Task Force be brought back together (if they are available to do so), to undertake the stipend review in accordance with the parameters set out by Municipal Council in the 2017 resolution, as this would be an update of the stipend based on the most recent median full time employment income for Londoners.

3.0 Financial Impact/Considerations

Any costs related to the 2021 Council Compensation Review Task Force can be accommodated by the City Clerk's Office Budget.

Conclusion

The Civic Administration recommends that the members of the 2016 Compensation Review Task Force be brought back together (if they are available to do so), to undertake the stipend review in accordance with the parameters set out by Municipal Council in the 2017 resolution regarding this matter, as this would be an update of the stipend based on the most recent median full time employment income for Londoners.

Prepared and Recommended by: Cathy Saunders, City Clerk

APPENDIX “A”

TERMS OF REFERENCE

2021 COUNCIL COMPENSATION REVIEW TASK FORCE

COMPOSITION:

Voting Members:

Five members to be chosen by the City Clerk of the City of London and subject to ratification by Municipal Council.

TERM OF OFFICE:

The Council Compensation Review Task Force shall commence its work as soon as possible and be disbanded upon submission of its Final Report to the Strategic Priorities and Policy Committee by no later than March 31, 2022.

QUALIFICATIONS:

Members of the Task Force will be chosen by the City Clerk and ratified by Municipal Council using all appropriate Council policies and procedures, and be reflective of the relevant principles contained within the Strategic Plan. Within these parameters, the Clerk will have full discretion over the selection process, subject to ratification by Municipal Council, including the determination and assessment of candidate qualifications. Members of the Civic Administration are not eligible to serve as members of the Task Force.

The Chair and Vice-Chair are elected by the Task Force from among its Members, at its first meeting

MEETINGS:

The first meeting shall be called by the City Clerk. Subsequent meetings shall be at the call of the Chair, in consultation with the Task Force Clerk.

DUTIES:

The Council Compensation Review Task Force reports to the Municipal Council, through the Strategic Priorities and Policy Committee.

The Task Force shall be responsible for reviewing and providing recommendations with respect to the Councillors' compensation, including:

- a) the review of the most recent median full time employment income data for Londoners;
- b) review, consider and continue work on the recommendations of any previous Council Compensation Review Task Force that the Task Force feels are relevant;
- c) making recommendations regarding implementation of any changes in compensation, which may include phasing in and indexing.

GUIDING PRINCIPLES:

1. No Councillor should seek to serve in public office solely for financial gain. The key motivation should be to serve and improve the well-being of the citizens of London.
2. The system of remuneration must be transparent, open and easily understandable.
3. Remuneration needs to be sensitive to local market conditions, recognizing that the role of Councillor is neither a full-time nor part-time role, but rather a unique role.
4. Fair compensation that is reflective of the legislative responsibilities and day-to-day duties undertaken to fulfil the role of a municipal Councillor.

VACANCIES:

The same procedure is followed as for the initial appointment of members to the Council Compensation Review Task Force.

REMUNERATION:

No remuneration is paid to the Council Compensation Review Task Force members.

APPENDIX “B”

TERMS OF REFERENCE

2016 COUNCIL COMPENSATION REVIEW TASK FORCE

COMPOSITION:

Voting Members:

Five members to be chosen by the City Clerk of the City of London and subject to ratification by Municipal Council.

TERM OF OFFICE:

The Council Compensation Review Task Force shall commence its work as soon as possible and be disbanded upon submission of its Final Report to the Strategic Priorities and Policy Committee by not later than March 31, 2016.

QUALIFICATIONS:

Members of the Task Force will be chosen by the City Clerk and ratified by Municipal Council using all appropriate Council policies and procedures, and be reflective of the relevant principles contained within the Strategic Plan. Within these parameters, the Clerk will have full discretion over the selection process, subject to ratification by Municipal Council, including the determination and assessment of candidate qualifications. Members of Civic Administration are not eligible to serve as members of the Task Force.

The Chair and Vice-Chair are elected by the Task Force from among its Members, at its first meeting

MEETINGS:

The first meeting shall be called by the City Clerk. Subsequent meetings shall be at the call of the Chair, in consultation with the Task Force Secretary.

DUTIES:

The Council Compensation Review Task Force reports to the Municipal Council, through the Strategic Priorities and Policy Committee.

The Task Force shall be responsible for reviewing and providing recommendations with respect to the Councillors' and the Deputy Mayors' compensation, including:

- (a) review, consideration and continued work on the recommendations of any previous Council Compensation Review Task Force that the Task Force feels are relevant;
- (b) collection of and analysis of data from other legislative jurisdictions throughout Canada having regard to the population and the operating budgets of the municipalities and positions of comparable responsibility within the public and private sectors with the assistance of neutral, independent and less human-resources focussed expertise;

- (c) seeking significant public input, which would:
 - i) include a variety of opportunities for public input directly to the Task Force (this could include the use of public meetings, surveys, webpage, phone, mail, etc).
 - ii) provide for public engagement process to ensure that members of the public are aware of the work of the Task Force and are provided with ample opportunity to provide input;
 - iii) provide for an enhanced communications program to assist in clarifying the role of Councillors and the Deputy Mayors, including legislative responsibilities and day-to-day duties undertaken to fulfil the roles; and,
 - iv) collection of public input with respect to expectations for the availability of the Councillors and the Deputy Mayors to the public during core business hours and outside of core business hours;
- (d) reviewing and making recommendations with respect to:
 - i) Councillors' and Deputy Mayors' annual stipend; and
 - ii) the process and timeline for future reviews of Council compensation; and,
- (e) making recommendations regarding implementation of any changes in compensation, which may include phasing in and indexing.

GUIDING PRINCIPLES:

1. No Councillor should seek to serve in public office solely for financial gain. The key motivation should be to serve and improve the well-being of the citizens of London.
2. The system of remuneration must be transparent, open and easily understandable.
3. Remuneration needs to be sensitive to local market conditions and to compensation levels in comparable municipalities, recognizing that the role of Councillor and Deputy Mayor are neither full-time nor part-time roles, but rather unique roles.
4. Fair compensation that is reflective of the legislative responsibilities and day-to-day duties undertaken to fulfil the role of a municipal Councillor and Deputy Mayor.
5. The Task Force should expect that their recommendations will be considered as soon as possible.
6. The Task Force may consider the provision of various compensation models for consideration.

VACANCIES:

The same procedure is followed as for the initial appointment of members to the Council Compensation Review Task Force.

REMUNERATION:

No remuneration is paid to the Council Compensation Review Task Force members.

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Anna Lisa Barbon, Deputy City Manager, Finance Supports
Subject: Court Security and Prisoner Transportation Program Transfer
Payment Agreement
Date: May 10, 2021

Recommendation

That on the recommendation of the Deputy City Manager, Finance Supports, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on May 25th, 2021 to:

- (a) approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program (“Agreement”) attached as Schedule “1”;
- (b) authorize the Mayor and Clerk to execute the Agreement;
- (c) authorize the Deputy City Manager, Finance Supports to approve any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST);
- (d) to authorize the Mayor and Clerk to execute any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST) approved by the Deputy City Manager, Finance Supports; and
- (e) to authorize the Deputy City Manager, Finance Supports (or designate) to execute any reports required by the province under the Agreement.

Executive Summary

The uploading of court security and prisoner transportation costs began in 2012, with total funding of approximately \$19.5 million provided by the Province of Ontario to the City of London since then. The 2021 agreement sets out the allocation of funding of \$3,298,289.24.

This report introduces a by-law to authorize the Mayor and the City Clerk to execute the Transfer Payment Agreement and any future amending agreements between the Her Majesty the Queen in Right of Ontario as represented by the Solicitor General for the Province of Ontario and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CSPT).

Linkage to the Corporate Strategic Plan

Accessing Court Security and Prisoner Transportation funding contributes to the Corporation’s Strategic Plan under the “Leading in Public Service” strategic area of focus. Specifically, accessing non-tax supported sources of funding to support program delivery contributes to the strategy “Continue to ensure the strength and sustainability of London’s finances.”

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Court Security Prisoner Transportation Program Transfer Payment Agreement (Corporate Services Committee – February 18, 2020)
- Court Security Prisoner Transportation Program Transfer Payment Agreement (Corporate Services Committee – March 25, 2019)
- Court Security and Prisoner Transportation Program Transfer Payment Agreement (Corporate Services Committee – December 13, 2016)
- Court Security Prisoner Transportation Program Funding Agreement (Corporate Services Committee – December 16, 2014)
- Court Security Prisoner Transportation Program Funding Agreement (Public Safety Committee – March 20, 2012)
- Provincial-Municipal Fiscal and Service Delivery Review (Board of Control – November 12, 2008)

2.0 Discussion and Considerations

2.1 Background

On October 3, 2008, the Government of Ontario, the Association of Municipalities of Ontario (AMO), and the City of Toronto announced the results of the Provincial-Municipal Fiscal and Service Delivery Review in a ceremony at Queens Park along with the release of a corresponding report entitled “Facing the Future Together.” One of the results of this review that impacts municipalities was the gradual upload of court security costs and prisoner transportation costs. The uploading of these costs began in 2012 and was phased in over the years up to a maximum of \$125 million province-wide. Since 2012, total funding of approximately \$19.5 million has been provided by the Province to the City of London.

The City has received the next agreement for a one year term which sets out the allocation of funding of \$3,298,289.24 for 2021 under the Court Security and Prisoner Transportation (CSPT) Program. The Province requires receipt of all municipalities’ executed CSPT agreements by April 30, 2021. An extension to this timeline was requested and granted to June 1, 2021.

As with previous agreements, Civic Administration proposed several changes to the Province to amend the agreement to more appropriately reflect the relationship between the Corporation of the City of London and the London Police Service, the organization responsible for the provision of these services. The agreement, as presented in Schedule 1 of the by-law, reflects the amended agreement which contains similar provisions as previous agreements signed. Unfortunately, Civic Administration continues to have some reservations with the agreement as it stands, however the Province has made it clear that they are unwilling to consider any further changes to their standard form agreement. Furthermore, should the municipality decide not to execute the agreement, funding of approximately \$3.3 million would be lost over the one year term.

Despite amendments made, Civic Administration still has concerns with the amended agreement in the following areas:

a) Article A4.2 – Limitation on Payment of Funds

The agreement indicates that the Province is not obligated to provide instalments of the funding until it is satisfied with the progress of the project. The “project” for the purposes of this agreement is simply the provision of funds from the Corporation to the London Police Service, so it is not clear

what would signify satisfactory progress for this provision. In the City's opinion, this clause is not required to be part of the agreement.

b) Article 4.3 – Use of Funds and Carry Out the Project

The City has no control over how the Project is carried out. Although the Province has allowed the City to add a paragraph in Schedule C for clarity that the London Police Services Board is responsible for providing the services and carrying out the Project the Province would not agree to amend this clause.

c) Article A6.0 – Conflict of Interest

Although the Province has amended the agreement to recognize that the Municipality is not carrying out the program but rather funding the London Police Service who does, the City still has no control over how the London Police Services operates. As such, there is no conflict of interest and in the City's opinion, this clause is not required to be part of the agreement.

d) Article A7.0 – Reporting, Accounting, and Review

This article identifies that the City may be required to submit other reports other than what is prescribed in the agreement under a timeline and with content requirements specified by the Province. Without knowing what reporting requirements may be required, the Province could require that the municipality submit a report that it may not be able to produce. The City would prefer the Province to be more specific with respect to the "other reports" referred to in the agreement.

e) Article A9.0 – Indemnity

This provision exposes the City to unlimited liability. The risk is mitigated through insurance, transfer and control measures.

f) Article A11.0 – Termination on Notice

Concern was raised that this article contradicts what has been represented by the Province relative to this upload. This funding is being relied upon for budget purposes. If the agreement were to be terminated by the Province in accordance with this article, a budget shortfall would result.

Risk Management has reviewed the agreement and notes that Article 9.0 – Indemnity requires the City to indemnify the Province from any and all liability, claims, lawsuits, etc. arising out of this Agreement unless the loss was solely caused by the Province's negligence or wilful misconduct. Although this clause exposes the City to risk, the benefits of the Agreement outweigh the risks.

3.0 Financial Impact/Considerations

3.1 Funding Allocation

The revised budget amount for 2021 is \$3,298,289, which aligns with the actual funding allocation for 2021. As identified in Article A11.1 – Termination on Notice, "the Province may terminate this Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient". If this upload is terminated, the City would have to cover the shortfall of funding through other funding sources and/or a reduction in other program expenditures. Civic Administration believes the risk of this occurring is extremely low.

4.0 Key Issues and Considerations

4.1. Program Review

Currently, the provincial funding under the Court Security and Prisoner Transportation program grant is under review for the first time since 2008. There may be impacts for 2022 and beyond. The impacts are currently unknown.

Conclusion

The City of London was allocated \$3,298,289.24 for a one-year period for the CSPT program. This report introduces a by-law to authorize the Mayor and the City Clerk to execute the Transfer Payment Agreement and any future amending agreements between the Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the CSPT Program.

Prepared by:	Meng Liu, CPA, CMA Senior Financial Business Administrator
Submitted by:	Kyle Murray, CPA, CA Director, Financial Planning & Business Support
Recommended by:	Anna Lisa Barbon, CPA, CGA Deputy City Manager, Finance Supports

Bill No.

2021

A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program; and to authorize the Mayor and City Clerk to execute the Agreement

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: (i) economic, social, and environmental well-being of the municipality; and ii) health, safety and well-being of persons.

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

1. The Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program ("Agreement"), attached hereto as Schedule "1" to this bylaw, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Finance Supports is authorized to approve any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST);
4. The Mayor and Clerk are authorized to execute any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST) approved by the Deputy City Manager, Finance Supports.
5. The Deputy City Manager, Finance Supports, or their designate, is authorized to execute any report required under the Agreement authorized under section 1 of this bylaw.

This by-law shall come into force and effect on the day it is passed.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2021

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Solicitor General**

(the “Province”)

- and -

The Corporation of the City of London

(the “Recipient”)

BACKGROUND

- A. The Province implemented the Court Security and Prisoner Transportation (CSPT) Program (the “Program”) in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- B. The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2021;
- C. Pursuant to subsection 4(1) of the Police Services Act, the Recipient is required to provide adequate and effective police services in accordance with its needs.
- D. Pursuant to subsection 5(1) of the Police Services Act, the Recipient has discharged its responsibility to provide police services by establishing the London Police Services the members of which are appointed by the London Police Services Board pursuant to subsection 31(1)(a) of the Police Services Act.
- E. Pursuant to subsection 137(1) of the Police Services Act the London Police Services Board has the following responsibilities, with respect to premises where court proceedings are conducted in the City of London:
 - 1. Ensuring the security of judges and of persons taking part in or attending proceedings.
 - 2. During the hours when judges and members of the public are normally present, ensuring the security of the premises.
 - 3. Ensuring the secure custody of persons in custody who are on or about the premises including persons taking into custody or proceedings.

4. Determining appropriate levels of security for the purposes of paragraph 1, 2 and 3.
- F. Pursuant to section 39 of the Police Services Act, the London Police Services Board submits the operating and capital estimates to the Recipient and upon reviewing the estimates, the council for the Recipient establishes an overall budget for the London Police Services Board.
- G. The cost of court security and prisoner transportation provided by the London Police Services Board pursuant to subsection 137(1) of the Police Services Act are included in the estimates provided by the London Police Services Board and funded by the Recipient.
- H. The Ministry has agreed to provide funding to the Recipient to be used to fund the costs of court security and prisoner transportation provided by the London Police Services Board in accordance with its obligations under subsection 137(1) of the Police Services Act.
- I. The Recipient has provided its 2019 CSPT costs, as confirmed in the 2019 Annual Financial Report submitted by the Recipient;
- J. Funding is allocated based on the Recipient's relative share of the total 2019 provincial CSPT cost.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for in section 3.1,

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to

organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Solicitor General**

Date

Name: Mario Di Tommaso, O.O.M.
Title: Deputy Solicitor General
Community Safety

The Corporation of the City of London

Date

Name:
Title:

Date

Name:
Title:

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

A1.0 INTERPRETATION AND DEFINITIONS

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

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

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

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

“Court Security and Prisoner Transportation Services” means the services and activities eligible for funding, as set out in Schedule “E”.

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

“Event of Default” has the meaning ascribed to it in section A13.1.

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

“Funding Year” means:

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

Effective Date and ending on the following December 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

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

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

and complete at the time the Recipient provided it and will continue to be true and complete.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

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

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

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

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

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

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

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

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

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

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

A6.3 Disclosure to Province. The Recipient will:

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes,

the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement,

unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

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

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

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

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

- (a) cancel further instalments of Funds;

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

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

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

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement,

the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

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

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$3,298,289.24
Expiry Date	December 31, 2021
Insurance	\$5,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Ministry of the Solicitor General Public Safety Division, External Relations Branch Program Development Section</p> <p>Address: 25 Grosvenor Street Toronto ON M7A 2H3</p> <p>Attention: Fionne Yip, Community Safety Analyst</p> <p>Fax: 416-314-3092</p> <p>Email: Fionne.Yip@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient and to respond as required to requests from the Province related to the Agreement	<p>Name: The Corporation of the City of London</p> <p>Address: 300 Dufferin Avenue London ON N6A 4L9</p> <p>Attention: Ms. Cathy Saunders City Clerk</p> <p>Email: csaunder@london.ca</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions.

The Province will upload CSPT costs from municipalities to a maximum of \$125 million in 2021.

The Recipient is responsible for providing the Funds to the London Police Services Board for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

For greater clarity, the London Police Services Board is responsible for providing the above noted court security and prisoner transportation services in accordance with subsection 137(1) of the Police Services Act, for which the Recipient has no responsibility. The Recipient’s responsibility is limited to providing the Funds to the London Police Services Board for these services.

**SCHEDULE “D”
PAYMENT PLAN AND REPORTING SCHEDULES**

The Funds in the amount of **\$3,298,289.24** will be provided to the Recipient according to the following schedule:

- A. First instalment: **\$824,572.31** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with section A10.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$824,572.31** will be paid to the Recipient, following the Province’s receipt and approval of the 2020 Annual Financial Report (due April 15, 2021). *Subsequent payments will not be released until the Province has received and approved the 2020 Annual Financial Report.*
- C. Third Instalment: **\$824,572.31** will be paid to the Recipient by the end of September 2021.
- D. Final instalment: **\$824,572.31** will be paid to the Recipient by the end of December 2021.
- E. The Recipient must submit the 2021 Annual Financial Report to the Province by April 15, 2022.

**SCHEDULE “E”
COURT SECURITY AND PRISONER TRANSPORTATION
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING**

A. COURT SECURITY includes:

1. Facility Perimeter Security

Costs associated with external and/or internal presence of police or other security personnel during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

2. Courtroom Security

Costs associated with the presence of police or other security personnel in the courtroom to ensure the safety and security of the proceedings and attendees.

3. General Courthouse Security Presence

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police or other security personnel assigned to perform roving patrols of the court facility.

4. Prisoner Movement in Courthouse

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

5. Prisoner Guarding in Holding Cells

Costs associated with guarding and monitoring of prisoners brought to court and held in courthouse holding cells (where applicable).

6. Prisoner Feeding

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

B. PRISONER TRANSPORTATION includes:

1. Prisoner Transport

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

2. Prisoner Transport - Youth

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

C. TRAINING, EQUIPMENT AND RECRUITING includes:

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:

Court Administration

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

SCHEDULE "F" TEMPLATE FOR ANNUAL FINANCIAL REPORT

REPORTING MUNICIPALITY: (please select from drop down list)			
CONTACT INFORMATION:			
Salutation:	First Name:	Last Name:	Title:
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Tel:	Ext:	Fax:	E mail:
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Address:			
<input style="width: 100%;" type="text"/>			
City:		Postal Code:	
<input style="width: 90%;" type="text"/>		<input style="width: 90%;" type="text"/>	
LOCAL POLICE SERVICE:			
Name of Municipal or Regional Police Service or OPP Detachment:			
<input style="width: 100%;" type="text"/>			
ANNUAL EXPENDITURE SUMMARY:			
PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE B (ATTACHED).			
For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.			
Allocation:			<input style="width: 90%;" type="text"/>
COURT SECURITY COSTS			
a) Total gross annual court security costs:			<input style="width: 90%;" type="text"/>
b) Total annual payments provided to other municipalities for court security:			<input style="width: 90%;" type="text"/>
c) Total annual payments received from other municipalities for court security:			<input style="width: 90%;" type="text"/>
d) Total annual payments received from other funding sources for court security:			<input style="width: 90%;" type="text"/>
e) Total net annual court security costs (a + b - c - d):			\$0.00
PRISONER TRANSPORTATION COSTS			
f) Total gross annual prisoner transportation costs:			<input style="width: 90%;" type="text"/>
g) Total annual payments provided to other municipalities for prisoner transportation:			<input style="width: 90%;" type="text"/>
h) Total annual payments received from other municipalities for prisoner transportation:			<input style="width: 90%;" type="text"/>
i) Total annual payments received from other funding sources for prisoner transportation:			<input style="width: 90%;" type="text"/>
j) Total net annual prisoner transportation costs (f + g - h - i):			\$0.00
Total Net Annual Court Security and Prisoner Transportation Costs (e + j):			\$0.00
Variance (Allocation - Total Net Annual Costs):			\$0.00
SIGNATURE OF AUTHORIZED OFFICIAL:			
<i>I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.</i>			
Title:	Print Name:		
<input style="width: 90%;" type="text"/>	<input style="width: 100%;" type="text"/>		
Signature:			Date:
<input style="width: 90%;" type="text"/>			<input style="width: 90%;" type="text"/>

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Patti McKague, Director, Strategic Communications and
Government Relations
Subject: City of London Strategic Advocacy Framework
Date: May 10, 2021

Recommendation

That, on the recommendation of the Director, Strategic Communications and Government Relations, the City of London Strategic Advocacy Framework **BE RECEIVED** for information.

Linkage to the Corporate Strategic Plan

The City of London Strategic Advocacy Framework responds directly to Council's 2019 to 2023 Strategic Plan for the City of London objective to "Increase the effectiveness of London's strategic advocacy", which is included under the "Leading in Public Service" strategic area of focus.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

N/A

2.0 Discussion and Considerations

2.1 Context

The Government and External Relations Division works to advance the City of London's interests regionally, provincially, nationally, and internationally. Although there are numerous emergent advocacy needs that arise as a result of legislative and policy changes, the City of London's core advocacy priorities have historically been approved by Council on an annual basis, through the provincial and federal pre-budget submission processes.

The City's past advocacy approach has resulted in significant progress; however, there is an opportunity to advance the City's priorities with other levels of government by taking a more strategic approach that is more efficient, effective, and focused in the approaches taken.

As our city grows and political landscapes evolve, intergovernmental advocacy becomes both more complex and more crucial to London's continued success. The pre-pandemic advocacy environment was highly competitive. As governments at all levels begin transitioning their priorities toward economic and social recovery, this competitive environment for scarce resources is expected to become even more acute.

Every four years, Council approves a strategic direction and priorities for a four-year period, through Council's Strategic Plan and Multi-Year Budget processes. By developing a concrete and systematic approach to establishing advocacy priorities based on these foundational plans, Civic Administration can more effectively support and coordinate intergovernmental advocacy.

2.2 Strategic Advocacy Framework Development Principles

Through a review of past results, advocacy literature, and an environmental scan of municipal advocacy approaches, several best practices were identified to guide the development of the Strategic Advocacy Framework (see **Appendix A**).

1. **Have a System** – Take a consistent approach to choosing advocacy priorities. Having clarity around how priorities are chosen can eliminate or reduce the risk of spreading resources too thinly between multiple competing priorities. The approach should consider (among other things): organizational capacity and resources, themes and priorities identified by target governments, community backing, and potential alignment with key stakeholders and community partners.
2. **Make it Public** – Advocacy priorities should be clearly stated and publicly known. Involving stakeholders in municipal advocacy can help amplify a message and improve the likelihood of success.
3. **Provide Context** – Advocacy does not occur in a vacuum. Frame the advocacy development process, and the resulting priorities, within the local context. Establishing a baseline understanding of the factors influencing advocacy priorities strengthens positions and provides avenues for stakeholder engagement.
4. **Balance Short- and Long-Term Advocacy** – Policy advocacy is rarely a fast process. Consider opportunities to make incremental progress towards a longer-term goal, and how more achievable policy changes might ultimately lead to a desired outcome.
5. **Watch the Policy Window** – Be prepared to act when the time is right. Achieving desired results is highly dependent on the alignment of external factors, including wide-spread awareness of a problem, the feasibility of a solution, and the political will to act. This alignment is often referred to as the “policy window,” when policy change is most likely to occur. The best advocacy plans enable incremental progress, while ensuring contingencies to react quickly and meaningfully when the policy window “opens”.

2.3 Identifying Advocacy Priorities: Process

The development of the Strategic Advocacy Framework began with a detailed and systematic review of Council’s 2019-2023 Strategic Plan objectives. All 159 Strategic Plan Strategies were evaluated to determine the importance of intergovernmental partnerships in achieving the corresponding Expected Results.

With a refined list of Expected Results from the Strategic Plan in hand, the next step was to consider the priorities within the political and social context. At a high level, this analysis considered priorities based on their position relative to the policy window, evaluating alignment with public sentiment, the political landscape, and the feasibility of the proposed policy change.

This evaluation resulted in the identification of nine Expected Results that form the core of the Strategic Advocacy Framework. Each step of the process was reviewed by Senior Leadership, with a particular eye to ensuring the Strategic Advocacy Framework is aligned with Council’s Strategic Plan and other key municipal plans and objectives. In addition, all projects identified for advocacy will first be developed with lenses that consider gender equity, inclusion, anti-racism, and anti-oppression.

2.4 Next Steps

With the Strategic Advocacy Framework complete, work begins on the implementation of this new approach to intergovernmental relations. Government and External Relations will first coordinate the identification of projects across Service Areas to achieve the identified advocacy priorities. Once projects are identified, implementation plans will guide the specific actions toward desired outcomes. Annual updates will be provided to Council to demonstrate progress through the life of the Framework.

Conclusion

By clearly communicating intergovernmental priorities, building community partnerships, and acting strategically, the City of London can achieve success through an enterprise-wide approach to advocacy. The Strategic Advocacy Framework will form an essential component to deliver on the City of London's priorities.

Prepared by: Nick Steinburg, Specialist, Government and External Relations

Submitted by: Adam Thompson, Manager, Government and External Relations

Recommended by: Patti McKague, Director, Strategic Communications, Government Relations, and Community Engagement



City of London

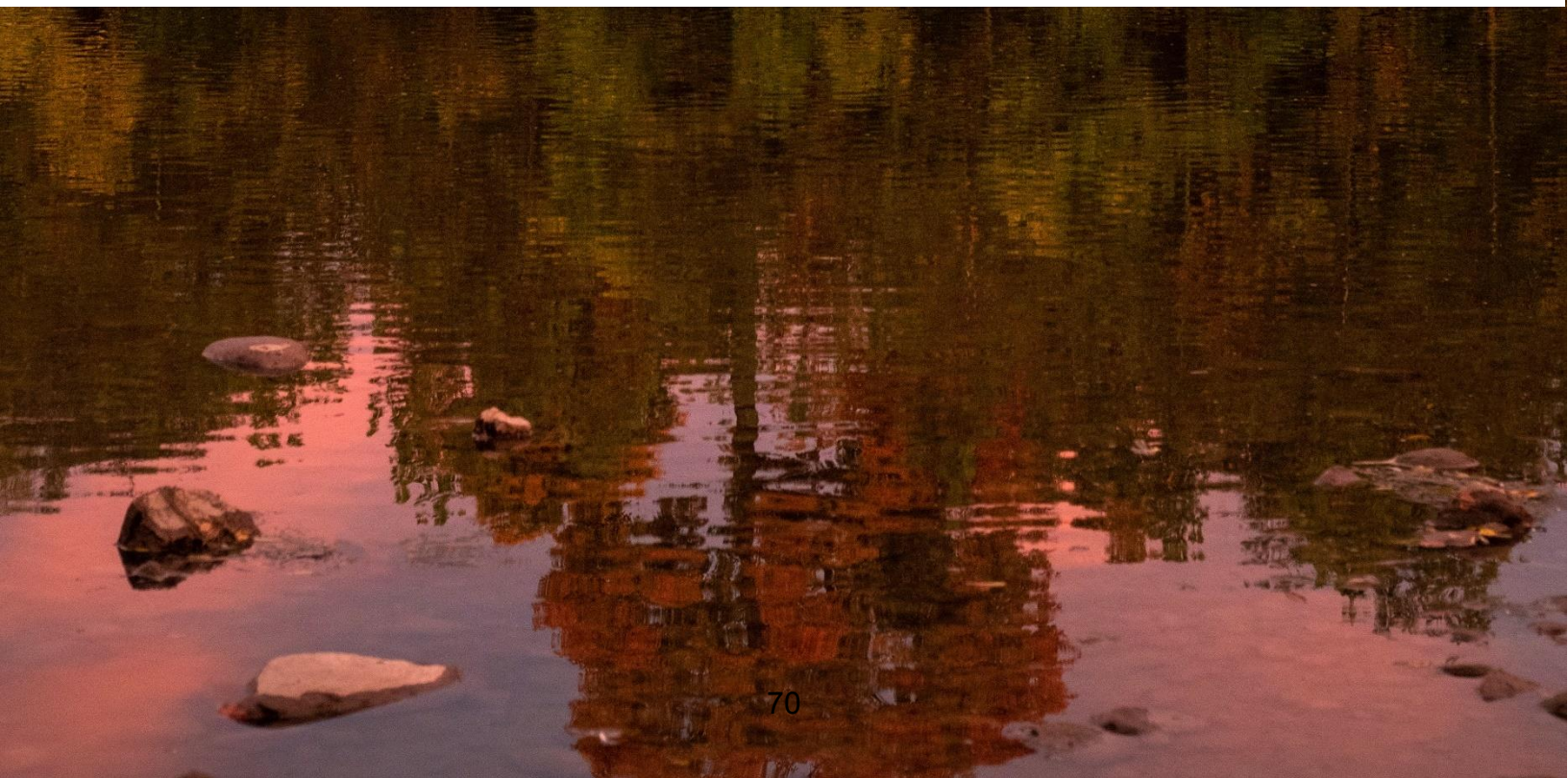
Strategic Advocacy Framework





Acknowledgement

The City of London aspires to be a diverse community which honours, welcomes, and accepts all peoples. We respectfully acknowledge that the City of London is located on the traditional territories of the Anishnaabeg, Haudenosaunee, Lunaapeewak, and Attawandron peoples, who have had longstanding relationships with the land and the region. The City of London also recognizes its relationships with the local First Nations Communities, including Chippewas of the Thames First Nation, Oneida Nation of the Thames, and Munsee Delaware Nation. We acknowledge the diverse histories, races, cultures, religions, and ethnicities of those who call London home. The City of London values the significant contributions made by all Londoners.



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Introduction

This document is intended to guide the advocacy efforts of the City of London both in its role as a single tier municipality in Ontario and as a member of a range of Local Government Associations. It is intended to be used as a resource for City Council, Civic Administration, community, and government partners alike.

Advocacy planning has traditionally occurred behind closed doors. The City of London believes strongly, however, that advocacy undertaken as a city is built on a foundation of effective partnership.

Strategic advocacy, like any successful partnership, requires that all parties understand the priorities and objectives and work together to achieve the best possible result. In the case of advocacy on behalf of a community, it also means bringing together voices from across the community to achieve shared goals.

Cities are the level of government closest to people, responding to some of the most basic needs of the community. Tackling a global pandemic has, however, underscored the deep need for intergovernmental cooperation, highlighting how all orders of government must support Londoners.

The purpose of this advocacy framework is simple: to make it easy for the City of London's partners to understand the needs of our community.

How this framework was prepared

This document integrates Council supported advocacy priorities identified throughout the 2019-2023 term with tangible outcomes. It does this by outlining Council's strategic advocacy priorities in a planned, coordinated, and resourced approach to facilitate action and results.

These priorities, pulled directly from Council's 2019-2023 Strategic Plan, have been identified through a process of evidence-based research and consultation.

Initiatives highlighted within the framework will be reviewed and revised annually. Long-term initiatives will remain a priority over the life of the plan, while other priorities may be completed in the short-term.

Context

Council’s 2019-2023 Strategic Plan

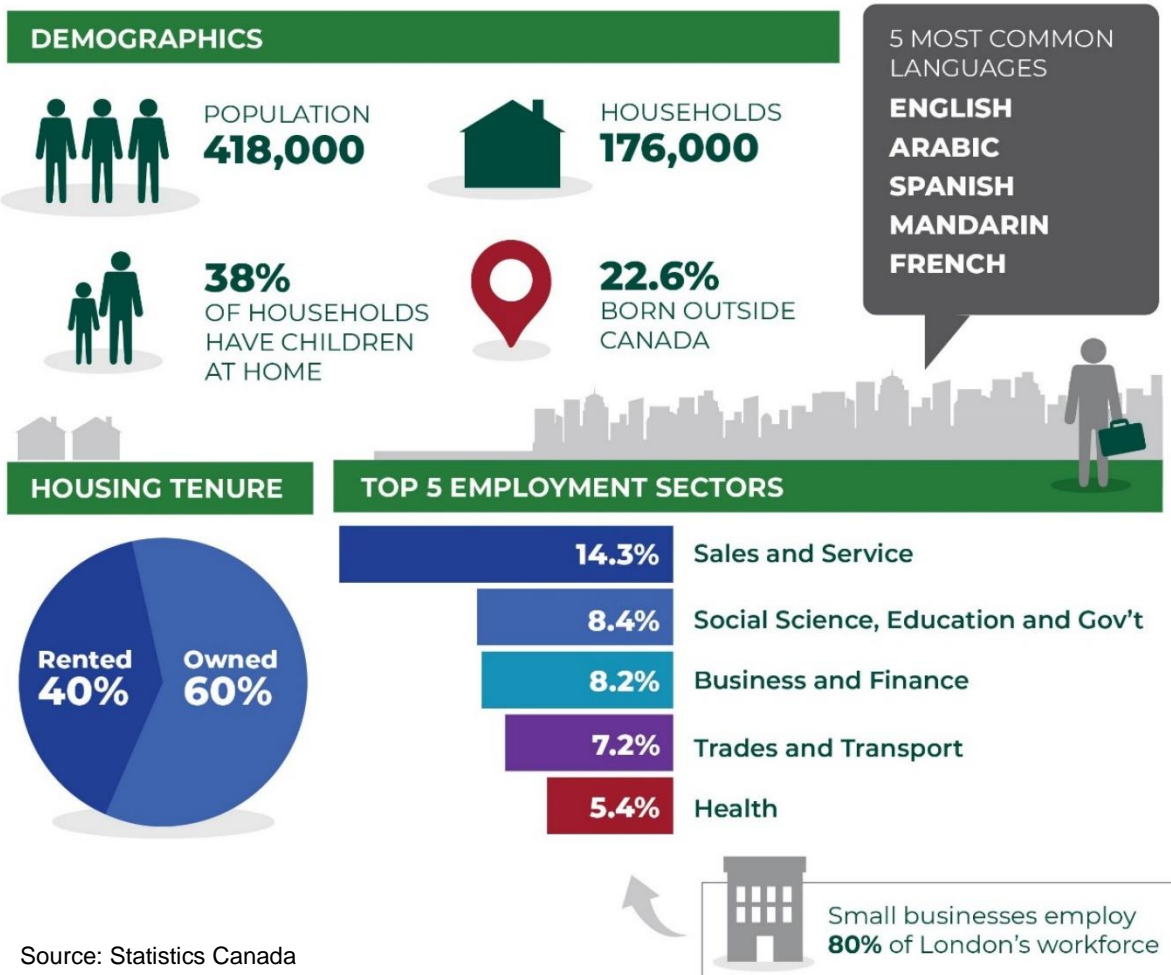
London City Council’s 2019-2023 Strategic Plan identifies the specific strategies that Council and Administration will deliver on together over the next four years. This Advocacy Framework is firmly rooted in the Strategic Plan, identifying the priorities with the greatest opportunity to benefit from productive intergovernmental relationships.

The 2020 Global Pandemic

The COVID-19 pandemic brought dramatic changes to all aspects of life and shone new light on systemic challenges. While the specific projects and approaches will take into account this new reality, this framework recognizes that the key Strategic Plan priorities reflected here –safe housing, mental health supports, employment, a clean environment, and a healthy community – are more important now than ever.

Demographics

Ultimately, strategic advocacy is about delivering the best for Londoners, and priorities must reflect the community. London is the largest city in the Southwest Ontario region, with an increasingly diverse population and an evolving economy, and this framework reflects who Londoners are and where London is headed.



Source: Statistics Canada

What is Strategic Advocacy?

Advocacy is representing London's views and needs to decision makers to achieve desired outcomes. A Strategic Advocacy approach focuses efforts on achieving outcomes identified in Council's Strategic Plan.

To support policy change and positive results, London must have a well-planned, evidence-based approach. Success requires clear priorities, supported by data, with outcomes reflecting the needs of the community.

Advocacy is not undertaken by the City of London alone; it requires close relationships with community partners, working together to accomplish shared objectives. Through open lines of communication and a Team London approach, the needs of the entire community can be elevated.

At the City of London, Strategic Advocacy is driven by Government and External Relations, who provide guidance directly to the City Manager, members of the Senior Leadership Team and Members of Council on London's advocacy agenda based on the objectives and actions in this Framework.

Strategic advocacy features:

- Representing our community
- Delivering clear, consistent messages about key issues and needs
- Attracting and securing investment
- Enabling and supporting strategic partnerships
- Building community capacity for advocacy
- Research to inform decisions and funding applications
- Strengthening London's reputation as a leader in local government and an advocate for our community

Successful advocacy results in:

- Funding to implement priority projects and initiatives
- A positive change in government policy
- Promoting a diverse, inclusive community
- Stronger ties with our strategic partners
- Greater confidence and trust in local government
- A more capable and resilient community
- Strong leadership locally, provincially, and federally



Partners in Advocacy

Identifying new partnerships and building existing networks are foundational to this plan. Over the life of the framework, the City of London will continue to develop strong and resilient relationships with decision makers and community partners to identify and seize upon opportunities for shared success.

Community Partners

Local advocacy involves building stronger relationships with community partners, including residents' associations, local businesses groups, post-secondary institutions, environmental organizations, emergency services and community leaders.

Examples of local projects include: the London Community Recovery Network, Environmental Action Programs, planning issues, the Safe Cities Initiative, community and affordable housing, public health, and public education initiatives, to name just a few.

Regional Partners

London's City Council represents London on a wide variety of regional groups and organizational bodies and is leading or has championed a number of important regional issues including, social and affordable housing, public health, broadband (through the Southwest Integrated Fiber Technology (SWIFT) partnership), and regional transportation, to name a few.

Provincial and Federal Partners

Council advocates directly to government partners on behalf of the community, maintaining a wide range of important intergovernmental partnerships with provincial and federal government members of parliament, ministers, and public servants on matters of policy and programming.

The City of London also actively contributes to advocacy campaigns coordinated by municipal associations such as the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM) and other bodies such as the Ontario Big City Mayors (OBCM) and the Big City Mayors' Caucus (BCMC).

Priorities and Approach

This section outlines the expected results from the 2019-2023 Strategic Plan which have been identified as priorities for intergovernmental advocacy. These expected results cover a broad range of municipal priorities, including affordable housing, transportation, environmental sustainability, and economic development. The expected results are listed below, organized by the Strategic Plan key areas of focus.

Narrowing in on specific priority outcomes will ensure the City's advocacy is focussed, while providing the necessary flexibility to ensure responsiveness to the ever-changing advocacy landscape.

Turning this plan into action means identifying projects and initiatives that will advance the Strategic Plan expected results below. Projects may be at different stages in development, and the advocacy approaches will continue to evolve based on both internal and external factors.

Next Steps

With the City's strategic advocacy priorities identified, specific projects and initiatives will be identified to deliver on the commitments outlined in this framework. Annual updates will be provided to Council and the community, demonstrating the progress made towards the strategic advocacy priorities

2019-2023 Advocacy Priorities

Strengthening Our Community:

The health and well-being of Londoners is always the first priority for any initiative undertaken by the City. The *Strengthening Our Community* area of focus aims to ensure Londoners have access to the supports they need to be successful, building a welcoming community, and providing services and supports that promote well-being, health, and safety for all. The expected results that rely most on intergovernmental partnerships are:

- Increase affordable and quality housing options.
- Reduce the number of individuals and families experiencing chronic homelessness or at risk of becoming homeless.
- Support improved access to mental health and addictions services.
- Increase opportunities for individuals and families.
- Improve the health and well-being of Londoners.

Building a Sustainable City:

Preparing London for the future requires deliberate planning and a forward-thinking approach. The *Building a Sustainable City* area of focus prioritizes the long-term sustainability of London, including well planned development, infrastructure that is prepared for evolving community needs, and a strong and healthy environment. The expected results that rely most on intergovernmental partnerships are:

- Increase access to transportation options.
- Protect and enhance waterways, wetlands, and natural areas.

Growing Our Economy:

In a competitive global market, no city can thrive without a diverse economy with a broad range of opportunities for both business and talent. The *Growing Our Economy* area of focus aims to develop London's top-quality workforce, attract new jobs, and create a supportive business environment. The expected results that rely most on intergovernmental partnerships are:

- Increase access employers have to the talent they require.
- Maintain foreign investment attraction, local retention, and growth and entrepreneurship support programs

A Safe City for Women and Girls

One of the key areas of focus in Council's Strategic Plan is making London "A Safe City for Women and Girls". This key area of focus centres on actions the City can take independently and, as a result, does not rely heavily on intergovernmental advocacy. At the same time, it is recognized that all the priorities identified for advocacy have disproportionate impacts on women and girls; issues like affordable housing, quality transit, supports for families, and vibrant community spaces.

To ensure this framework can deliver on Council's commitment to creating a Safe City for Women and Girls, all projects that are advanced through intergovernmental advocacy must first be developed with lenses that consider gender equity, inclusion, anti-racism, and anti-oppression. The same is true of materials and messaging developed in support of London's advocacy.

By combining a more coordinated advocacy approach with an organization-wide commitment to inclusivity, this framework will make it easier to seize on opportunities to further support all of Council's strategic plan priorities, including the Safe City key area of focus.

Anti-Racism and Anti-Oppression:

Municipal Council has affirmed its commitment to eliminating systemic racism and oppression in our community. As individuals who serve the public, facing this troubling reality is both daunting and uncomfortable – and, for many, deeply personal. While this work demands urgency, the actions needed to deconstruct systems of racism and oppression will require sustained commitment and courageous action to drive transformative change.

It is a sombre obligation. It is also an important opportunity. Londoners in the community and within the organization provided valuable insights on how the City of London can use its strength and position as an influential leader to drive anti-racism and anti-oppression work. As opportunities to support anti-racism and anti-oppression efforts through strategic advocacy arise, they will be pursued in full.



Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: 2020 Annual Report on Development Charges Reserve Funds

Date: May 10, 2021

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports:

- a) the 2020 Annual Report on Development Charges Reserve Funds **BE RECEIVED** for information in accordance with section 43 (1) of the *Development Charges Act, 1997*, which requires the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds;
- b) the Deputy City Manager, Finance Supports **BE DIRECTED** to make the 2020 Annual Report on Development Charges Reserve Funds available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the *Development Charges Act, 1997*.

Linkage to the Corporate Strategic Plan

Council's 2019-2023 Strategic Plan for the City of London identifies "Leading in Public Service" as one of four strategic areas of focus. The 2020 Annual Report on Development Charges Reserve Funds supports this strategic area of focus by contributing towards the following strategic outcome: "The City of London is trusted, open, and accountable, in service of our community".

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Strategic Priorities and Policy Committee, October 20, 2020, Agenda Item #2.1, 2021 Development Charges Update Covering Report and Proposed By-law
<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=75649>

Corporate Services Committee, May 11, 2020, Agenda Item #2.3, 2019 Annual Report Development Charges Reserve Funds
<https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=72772>

1.2 Legislative Requirements

Section 43 of the *Development Charges Act, 1997* (Statement of treasurer) requires that the City Treasurer provide an annual financial statement to Council relating to development charges (DC) reserve funds and that the Council shall ensure the annual financial statement is made available to the public.

Applicable excerpts of the *Development Charges Act, 1997* are as follows:

Statement of Treasurer

43. (1) The Treasurer of a municipality shall each year on or before such date as the council of the municipality may direct, give the council a financial statement relating to development charge by-laws and reserve funds established under section 33. 1997, c. 27, s. 43 (1).

Requirements

- (2) A statement must include, for the preceding year,
 - (a) statements of the opening and closing balances of the reserve funds and of the transactions relating to the funds;
 - (b) statements identifying,
 - (i) all assets whose capital costs were funded under a development charge by-law during the year,
 - (ii) for each asset mentioned in subclause (i), the manner in which any capital cost not funded under the by-law was or will be funded;
 - (c) a statement as to compliance with subsection 59.1(1); and
 - (d) any other information that is prescribed in the regulations. 2015, c.26, s.7(1).

Statement available to public

(2.1) The council shall ensure that the statement is made available to the public, c.26,s.7(1).

Copy to Minister

(3) The Treasurer shall give a copy of a statement to the Minister of Municipal Affairs and Housing on request. 2015, c.26, s.7(2).

Appendix A of this report meets the requirements as prescribed under section 43 above and subject to Council direction will be made available to the public on the City of London website.

Appendix A provides information on the City Services Reserve Funds (CSRF), which are the reserve funds that accumulate fees collected through development charges for capital works for major city services such as roads, trunk sewers and treatment plants, water, transit, etc. The first page of Appendix A provides a brief description of the works that may be funded from each reserve fund along with a summary of each reserve fund's revenues, expenses, and balances for the year.

The subsequent pages of Appendix A provide the following details concerning each CSRF:

- The cumulative approved budget including both total financing from development charge funds and total financing from all other sources (total DC funding is determined each year in advance of tabling capital budgets and takes into account growth splits assigned in the Development Charge Background Study);
- The amount of the 2020 draws from the reserve fund (if any) for each active capital project that involves a commitment from a particular CSRF; and
- Approved debt needed to finance the growth portion where the growth portion cannot be funded from CSRF cash balances on hand (details concerning both issued and unissued debt are provided) as well as any inter-fund loans and interest thereon, for each CSRF service component. This debt represents future commitments against the respective reserve funds.

As part of this report, Civic Administration further notes that the City of London is also in compliance with subsection 59.1(1) of the *Development Charges Act, 1997* as described below.

No additional levies

59.1 (1) A municipality shall not impose, directly or indirectly, a charge related to a development or a requirement to construct a service related to development, except as permitted by this Act or another Act. 2015, c.26, s.8.

Conclusion

In accordance with the *Development Charges Act, 1997* it is recommended that this report be received for information and be made available to the public on the City of London's website.

Prepared by: David Bordin, CPA, CGA, Manager II, Financial Planning and Policy and Lauren Pasma, Capital Budget Officer, Financial Planning and Policy

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

Recommended by: Anna Lisa Barbon, CPA, CGA, Deputy City Manager, Finance Supports

Cc:

Jason Davies – Manager III, Financial Planning and Policy
Paul Yeoman – Director, Development Services
Jason Senese – Manager, Development Finance
Kevin Edwards – Manager, Development Finance
John Millson – Senior Financial Business Administrator
Meng Liu – Senior Financial Business Administrator

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 1: Summary of Reserve Fund Activity

City Services Reserve Funds	Wastewater	Stormwater	Roads	Water	Growth Studies	Police	Fire	Parks & Recreation	Transit	Library	Waste Diversion (note 2)	Operation Centres (note 3)	Totals
Description of Service for which Fund was established to recover growth related costs	Sanitary Sewers, Treatment Plants, Collection and Pumping Equipment	Major Storm Water Management, Storm Sewers	Road System Upgrades and Expansion of Capacity	Expansion of Water Storage and Distribution System	Growth Related Studies	Police Facilities, Vehicles (greater than 7 year life), Officer Outfitting Costs	Fire Facilities, Vehicles (greater than 7 year life), Firefighter Outfitting Costs	Recreational Facilities and Parkland Development	Transit Services, Facilities, Fleet	Library Facilities and Collections	Waste Diversion Services	Vehicle, Storage and Maintenance Facilities	
Opening Balance: January 1, 2020	\$13,190,435	\$45,852,274	\$104,256,499	\$24,603,002	\$3,377,241	\$499,095	\$1,369,176	\$19,288,205	\$6,763,722	\$4,076,359	\$115,614	\$156,884	\$223,548,506
Development Charge Revenues	8,793,817	16,116,127	35,825,559	3,812,217	1,234,351	1,164,047	179,521	7,368,419	566,106	257,293	459,095	593,674	76,370,225
Interest Earned	317,831	1,181,195	2,616,698	621,431	94,470	17,747	34,902	492,059	168,925	99,910	7,504	10,396	5,663,067
Commercial DC Phase-In Subsidy	0	0	0	0	0	0	0	0	0	0	0	0	0
Industrial DC Subsidy	1,211,177	1,736,446	1,681,267	451,145	52,829	8,580	1,245	0	14,510	0	0	26,037	5,183,236
Institutional DC Subsidy	25,894	72,496	180,857	21,585	4,711	3,324	621	0	2,556	0	0	2,739	314,783
Residential DC Subsidy	1,464,675	2,556,763	5,325,087	445,088	184,459	124,273	27,132	778,046	119,703	0	0	0	11,025,228
Total Contributions	\$11,813,395	\$21,663,027	\$45,629,468	\$5,351,466	\$1,570,819	\$1,317,971	\$243,421	\$8,638,524	\$871,801	\$357,203	\$466,599	\$632,847	\$98,556,540
Amount Transferred to (from) Capital Fund (Note 1)	4,892,645	10,794,566	32,499,280	1,723,127	201,520	62,847	0	3,756,380	0	0	0	0	53,930,365
Debt Servicing Costs/Accrued Interest (Note 1)	4,458,853	4,088,111	1,932,242	0	0	693,582	0	1,493,100	0	0	0	0	12,665,887
DC Interest (Interim Financing)	192,018	26,578	23,887	0	0	0	0	24,497	0	0	0	0	266,980
Total Disbursements	\$9,543,516	\$14,909,254	\$34,455,409	\$1,723,127	\$201,520	\$756,429	\$0	\$5,273,977	\$0	\$0	\$0	\$0	\$66,863,233
Closing Balance: December 31, 2020	\$15,460,314	\$52,606,046	\$115,430,558	\$28,231,341	\$4,746,540	\$1,060,638	\$1,612,598	\$22,652,752	\$7,635,523	\$4,433,562	\$582,212	\$789,731	\$255,241,813
Future drawdowns as of December 31, 2020	\$10,107,943	\$47,196,068	\$108,613,438	\$11,841,243	\$3,865,916	\$32,295	\$323,500	\$19,011,768	\$346,879	\$1,318,300	\$0	\$0	\$202,657,351

Notes:

(1) "Amount Transferred to (from) Capital Fund" reflects 2020 progress draws against approved capital budgets. "Debt Servicing Costs" reflect 2020 debt payments (principal and interest) against debt issued to finance growth portion of growth related projects.

Details of these draws appear on the following pages.

(2) Waste Diversion does not have a detailed project listing as there are no capital projects with life-to-date budgets in this service. Future growth projects will be financed from this fund.

(3) Operations Centres was discontinued as part of the 2021 Development Charges Background Study Update and its commitments were transferred to Roads. The balance of this fund will be transferred in 2021.

Table 2: Summary of Approved Projects Funded Through Debt

Debt Status	Wastewater	Stormwater	Roads	Water	Growth Studies	Police	Fire	Parks & Recreation	Transit	Library	Waste Diversion	Operation Centres	Total
Outstanding Principal (at end of 2020) on issued debt where debt payments funded from DC revenues	38,517,577	23,071,471	14,322,344	0	0	2,882,017	0	11,333,218	0	0	0	0	90,126,629
Authorized but unissued debt (at end of 2020) where debt payments will be funded from DC revenues	38,919,443	45,172,395	16,476,199	0	0	0	0	3,490,186	0	5,317,914	0	0	109,376,137

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 3: Summary of Approved Projects Funded From Wastewater Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
ES2204	DC14-WW01006	Colonel Talbot Pumping Station	12,466,356	197,400	0	12,268,956	0	To construct a new pumping station to handle flows from Talbot, Westfield, Crestwood and Southwinds Pumping Station.
ES2205	DC19WW0006	Byron PS Upgrades	1,050,000	0	0	1,050,000	0	To increase pumping capacity at the Byron pumping station.
ES2494	DC14WW0005	SS15A Lambeth Growth Area	5,000,000	0	2,765,700	2,234,300	0	Construction of a new trunk sanitary sewer extension north of Campbell Street through future subdivision development.
ES2498	DC14-WW00006	SS15C North Talbot Sanitary	4,025,754	0	4,025,754	0	28,168	Construction of a new trunk sanitary sewers on Colonel Talbot Road to connect Talbot Village to new Colonel Talbot Pumping Station.
ES2685	DC14-WW01001	Greenway PCC Expansion	44,955,855	15,389,955	5,521,100	24,044,800	-6,363	18 minimal liquid discharge expansion and upgrade of the Greenway Wastewater Treatment Operations.
ES3083	DC14-WW02003	Infill & Intensification Corridors	1,450,122	156,407	1,293,715	0	7,866	A contingency amount for the provision of growth triggered sanitary sewer infrastructure as part of scheduled transportation projects.
ES4402	DC 2009	Extension of the Stoney Creek Trunk Sanitary Sewer	4,950,058	544,558	4,405,500	0	0	Construction of the Stoney Creek Trunk Sanitary Sewer from Trossacks Avenue to the Stackhouse Avenue Crossing of Stoney Creek. This project is now closed.
ES5010	DC19WW0002	Greenway Expansion Studies	250,000	72,500	177,500	0	0	This project will focus on the next major Greenway expansion.
ES5016	DC14-WW01010	Wonderland Pumping Station Optimization	356,955	0	356,955	0	0	New project for the installation of an additional duty pump at Wonderland Pumping Station. This project is now closed.
ES5132	DC14WW1005	East Park PS Upgrade	1,653,000	160,000	40,000	1,453,000	0	Expand and upgrade existing pumping station to handle additional flow of 18.2 minimal liquid discharge due to industrial growth in southeast London.
ES5133	DC19WW0005	Pottersburg/Vauxhall Transfer PSs	5,000,000	500,000	0	4,500,000	0	This project will design and construct transfer pumping stations at Pottersburg (flow) and Vauxhall (sludge) in addition to flow equalization at one or both plants to increase capacity.
ES5145	DC14-WW02001	Sanitary Sewer Internal Oversizing Subsidy	446,625	12,200	434,425	0	79,875	To provide funding source for sanitary sewer oversizing claims by land developers.
ES5146	DC14-WW02002	Infill and Intensification Nodes Sanitary Sewer Servicing	614,805	92,317	522,488	0	153,122	A contingency amount for the provision of growth triggered sanitary sewer infrastructure.
ES5169	DC19WW0004	Oxford WWTP Expansion	500,000	0	0	500,000	0	This project will focus on optimizing the existing membrane technology at the Oxford Plant.

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ES5171	DC19WW0008	Dingman Creek PS Peak Shaving	150,000	0	150,000	0	0	To add additional storage capacity at the Dingman Creek Pumping Station to allow peak shaving and additional wet weather storage capacity.
ES5248	DC14-WW00009	SS13B Wonderland/Bostwick E Growth Area Greenway PCP Sewershed	7,501,000	40,000	7,461,000	0	4,898	Construction of a trunk sanitary sewer on Wonderland Road South from Hamlyn Street to Wharncliffe Road South at Bostwick Pump Station.
ES5252	DC14-WW00008	KL1B Kilally Growth Area Adelaide PCP Sewershed	1,198,600	0	1,198,600	0	443,813	Construction of the Kilally South Trunk from the Edgevalley Phase I Subdivision part way to Kilally Road.
ES5253	DC14-WW00002	RB1B Riverbend Growth Area Oxford PCP Sewershed	1,267,966	55,966	0	1,212,000	0	Extension of the Riverbend Trunk Sanitary Sewer through Phase 2 West Kains Subdivision to Oxford Street West as identified in the Riverbend Sanitary Servicing Study.
ES5256	DC14-WW00007	Exeter Road Trunk Sanitary Sewer (SS12B)	3,189,338	246,948	0	2,942,390	33,898	For the extension of municipal sanitary sewer on Exeter Road from Breck Avenue to Meadowbrook Drive (1,000 metres) and northerly. This project is now closed.
ES5263	DC14-WW01008	Southwest Capacity Improvement	20,000,000	0	4,993,613	15,006,387	0	Required to provide growth related servicing to the southwest Area Secondary Plan and other South London areas within the City's urban growth area boundary.
ES5264	DC14-WW01011	Wonderland Pumping Station Upgrade	5,000,000	0	0	5,000,000	0	Major upgrade of Wonderland Pumping Station.
ES5910	UWRF	UWRF Transition to CSRF - Sewer	1,919,000	0	1,919,000	0	91,675	Under the 2019 Development Charges By-law, Urban Works Reserve Fund projects were transferred to the City Services Reserve Funds.
ES302519	DC19WW1002	Wastewater Servicing Built Area Works (2019-2023)	4,693,220	2,928,570	1,764,650	0	782,460	This project will fund works in the Built Area which replace existing infrastructure and provide a regional benefit to growth.
ES514519	DC19WW1001	Wastewater Internal Oversizing Subsidy (2019-2023)	705,326	0	705,326	0	0	Annual Program to provide a subsidy to developers who are installing oversized sanitary sewers to service external lands.
ES514819	DC19WW1003	Wastewater Strategic Links (2019-2023)	6,896,291	836,864	6,059,427	0	3,272,644	Annual program to fund sewers which serve growth areas; are within or cross significant roads, parks, or abut natural areas; and/or within an existing right-of-way.
ES523616	Pre-2014 DC	Foxhollow Trunk Sanitary Sewer	600,000	0	600,000	0	590	Installation of a new trunk sanitary sewer. This project is now closed.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 3: Summary of Approved Projects Funded From Wastewater Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
ES540419	DC19GS0003	Built Area Specific Studies	120,000	0	120,000	0	0	Assignment to evaluate sanitary servicing in specific areas in the core.
ID1057	DC19WW1000	Industrial Wastewater Servicing Works	8,250,100	0	1,000,100	7,250,000	0	Sanitary servicing of future light and general industrial land to provide an adequate inventory of large block 'shovel ready' land in strategic locations.
ID2058	Pre-2014 DC	Innovation Park - Swr Oversizing Works	8,265,000	7,594,400	670,600	0	0	To construct trunk sanitary sewers and stormwater management facilities for Innovation Park (formerly Airport Road South) Industrial Subdivision and related external works.
ID2058-3A	Pre-2014 DC	Innovation Park - Sewer	315,000	287,620	27,380	0	0	To design and construct an extension to the sanitary sewer for Innovation Park.
Totals			\$152,790,371	\$29,115,705	\$46,212,833	\$77,461,833	\$4,892,645	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 4: Summary of Issued Debt For Approved Projects Funded From Wastewater Levies

Capital Project Number	DC ID Number	Capital Project Title	Debt By-law #	Original Debt Issued for Growth Share	Year of Debt Issue/Retired	Principal outstanding at the end of 2020	CSRF debt payment (P&I) on issued debt
ES5013	Pre-2014 DC	Oxford PCP Expansion & Upgrade	D-764-015A	6,997,251	2011/2021	699,725	734,733
ES5246	Pre-2014 DC	White Oaks Area Servicing	D-767-265	1,700,000	2012/2022	374,389	197,304
ES5236	DC 2009	Foxhollow Trunk Sanitary Sewer	D.-769-178	1,440,530	2014/2024	617,891	165,485
ES2095	DC 2009	Biosolids Disposal & Optimization Plan	D.-770-84	1,707,100	2015/2025	884,025	187,564
ES5247	DC14-WW00003	Wonderland Rd South Trunk Sanitary (SS14A)	D.-773-81	2,300,000	2017/2027	1,654,037	258,937
ES2685	DC14-WW01001	Greenway PCC Expansion	D.-774-91	14,000,000	2018/2028	11,466,000	1,614,423
ES5256	DC14-WW00007	Exeter Rd Trunk Sanitary Sewer	D.-775-80	2,166,646	2019/2029	1,970,998	245,543
ES2685	DC14-WW01001	Greenway PCC Expansion	D.-775-80	8,300,000	2019/2029	7,550,512	940,627
ID1057	DC19WW1000	Industrial Wastewater Servicing Works	D.-776-135	3,500,000	2020/2030	3,500,000	24,203
ES5263	DC14-WW01008	Southwest Capacity Improvement	D.-776-135	2,300,000	2020/2030	2,300,000	15,905
ES2685	DC14-WW01001	Greenway PCC Expansion	D.-776-135	1,000,000	2020/2030	1,000,000	6,915
ES2204	DC14-WW01006	Colonel Talbot Pumping Station	D.-776-135	6,500,000	2020/2030	6,500,000	44,948
		Debt Discount General					25,513
		Accrued Interest					-3,245
Totals				\$51,911,527		\$38,517,577	\$4,458,853

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 5: Summary of Authorized Unissued Debt For Approved Projects Funded From Wastewater Levies

Capital Project Number	DC ID Number	Capital Project Title	Authorized but not Issued	Expected Year of Debt Issue
ES2204	DC14-WW01006	Colonel Talbot Pumping Station	5,768,956	2021
ES2205	DC19WW0006	Byron PS Upgrades	1,050,000	2024
ES2494	DC14WW0005	SS15A Lambeth Growth Area	2,234,300	2022
ES2685	DC14-WW01001	Greenway PCC Expansion	744,800	2022
ES5132	DC14WW1005	East Park PS Upgrade	1,453,000	2025
ES5133	DC19WW0005	Pottersburg/Vauxhall Transfer PSs	4,500,000	2023
ES5169	DC19WW0004	Oxford WWTP Expansion	500,000	2023
ES5253	DC14-WW00002	RB1B Riverbend Growth Area Oxford PCP Sewershed	1,212,000	2021
ES5263	DC14-WW01008	Southwest Capacity Improvement	12,706,387	2021
ES5264	DC14-WW01011	Wonderland Pumping Station Upgrades	5,000,000	2023
ID1057	DC19WW1000	ILDS Sanitary Servicing Trunk	3,750,000	2021/2023
Totals			\$38,919,443	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 6: Summary of Approved Projects Funded From Stormwater Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
ES2681	DC14-MS00013	Mud Creek East Br Stormwater Servicing and Improvements	9,259,800	355,067	3,174,212	5,730,521	1,471,204	To undertake remediation works to minimize and eliminate the existing erosion, conveyance and flooding deficiencies of the Mud Creek system, all within the Mud Creek East subwatershed.
ES2682	DC 2009	Dingman Erosion Control & Wetland Remediation Works	9,344,333	8,280,833	1,063,500	0	0	To undertake remediation works to minimize and eliminate existing flood, erosion and conveyance (capacity) deficiencies for the Dingman Creek Tributary and Dingman Creek main channel within the Dingman Drive Planning Area Study and construct a wetland water resources remediation system.
ES3021	DC14-MS00064	Land (Expropriation Negotiations)	900,000	0	900,000	0	0	To undertake all necessary engineering, economic and legal assessment to proceed with land expropriation for the identified stormwater management facilities.
ES3022	DC19MS0005	Old Oak 2 SWM Facility	890,044	0	890,044	0	0	To undertake the required Municipal Class Environmental Assessment to study, design and construct the Old Oak stormwater management facility and associated works to service proposed development growth in the vicinity of the White Oak and Dingman Drive area.
ES3023	DC14MS00023 & DC14MS00024	North Lambeth Tributary 12	6,914,260	0	4,400,000	2,514,260	320,254	Design and construction of stormwater management Pond.
ES3201	DC14-MS00002	Dingman #1 Remediation SWM Flood Control Facility	7,455,000	6,713,400	741,600	0	13,511	To undertake remediation works to minimize and eliminate existing flooding, erosion and conveyance capacity deficiencies of the Dingman Creek system and construct water resources/stormwater management remediation works.
ES3203	DC14-MS00007	Hyde Park-Stanton Drain Phase 2	287,500	0	287,500	0	0	To design and construct Hyde Park/Stanton Drain Remediation works in accordance with the accepted stormwater management facilities Municipal Class Environmental Assessment.
ES5425	DC14-MS00063	Interim Works as Identified in Environmental Assessment	1,200,000	0	1,200,000	0	0	To undertake the required preliminary of storm/drainage and stormwater management water resources evaluation of existing and future conditions to assess the requirement for the Interim Works identified in Environmental Assessment Studies.
ES5427	DC14-MS00065	Pre-Assumption Monitoring	1,000,000	0	1,000,000	0	27,417	To undertake the required stormwater management water quality monitoring to proceed with the city's assumption of stormwater management facilities.
ES5428	DC14-MS01002	Infill & Intensification Nodes Storm Sewer Servicing	2,756,580	192,980	2,563,600	0	398,092	To provide a contingency amount for the provision of growth triggered storm sewer infrastructure. Future budget amounts to be verified through detailed engineering studies - Core Area Servicing Study (CASS).

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 6: Summary of Approved Projects Funded From Stormwater Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
ES5429	DC14-MS01001	Storm Sewer Internal Oversizing Subsidy	5,920,674	25,300	5,895,374	0	1,941,990	To provide funding source for storm sewer oversizing claims by land developers.
ES5520	DC14-MS00201	Community Growth Trunk Storm Sewer Works	3,030,480	0	3,030,480	0	0	To provide a contingency amount for the provision of major trunk storm sewers along arterial roadways to support growth triggered storm sewer infrastructure. Future budget amounts to be verified through detailed engineering studies.
ES6610	UWRF	UWRF Transition to CSRF-SWM	7,514,300	0	7,514,300	0	3,841,872	Under the 2019 Development Charges By-law, Urban Works Reserve Fund projects were transferred to the City Services Reserve Funds.
ES2681-2	DC19MS0001	Mud Creek East Br Phase 2 (CN to Oxford)	7,169,600	4,524,017	2,645,583	0	461,792	To undertake remediation works to minimize and eliminate the existing erosion, conveyance and flooding deficiencies of the Mud Creek system, all within the Mud Creek East subwatershed. Works include natural channel reconstruction and new triple culvert at Oxford Street.
ES320919	DC19GS1001	Stormwater Unidentified EA Addendums (2019-2023)	240,000	0	240,000	0	0	To undertake Addendum(s) to the existing accepted Municipal Class environmental assessment studies for storm/drainage and stormwater management servicing works that need to be changed/modified.
ES542519	DC19MS0063	Interim Works as Identified in EAs (2019-2023)	400,000	0	400,000	0	0	To undertake the required preliminary storm/drainage and stormwater management water resources evaluation of existing and future conditions to assess the requirement for the Interim Works identified in environmental assessment studies.
ES542719	DC19MS0065	Pre-Assumption Monitoring (2019-2023)	400,000	0	400,000	0	0	To undertake the required stormwater management water quality monitoring to proceed with the city's assumption of stormwater management facilities.
ES542919	DC19MS1001	Storm Swr Internal Oversizing Subsidy (2019-2023)	5,108,970	0	5,108,970	0	298,269	To provide funding source for storm sewer oversizing claims by land developers.
ES543519	DC19MS0003	Subwatershed Impact Monitoring (2019-2023)	500,000	0	500,000	0	6,676	To conduct water quality and quantity monitoring in sub watersheds that will experience significant growth in the next 20 years, all to support requirements of comprehensive Stormwater Management Environmental Compliance Approvals that will be issued by the Ministry of Environment, Conservation and Parks.
ES543619	DC19MS1002	Storm Sewer Built Area Works (2019-2023)	9,768,368	4,346,924	5,421,444	0	571,289	To fund growth-triggered storm sewer infrastructure within the Built Area Works limits.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 6: Summary of Approved Projects Funded From Stormwater Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
ES543819	DC19MS1003	Low Impact Development (2019-2023)	5,419,532	0	5,419,532	0	19,496	This project supports the installation of linear low impact development features within the municipal right of way for new single family residential subdivisions, all in accordance with the local servicing policies of the 2019 Development Charges Study. Linear low impact developments include third pipe systems, rain gardens, or infiltration swales. These systems support groundwater recharge and reduce the volume and peak flow of Stormwater runoff.
ES552019	DC19MS1000	Community Growth Trunk Storm Sewer Works (2019-2023)	1,304,204	0	1,304,204	0	0	To provide a fund for the provision of major trunk storm sewers along arterial roadways to support growth triggered storm sewer infrastructure. Future budget amounts to be verified through detailed engineering studies.
ES3020-FH3	Pre-2014 DC	SWM Facility - Fox Hollow 3	7,945,996	237,604	1,978,323	5,730,069	0	Design and construction of stormwater management Pond.
ES3020-HP6	DC 2009	SWM Facility - Hyde Park 6	2,416,700	99,306	2,317,394	0	890	Design and construction of stormwater management Pond.
ES3020-PD2	DC 2009	SWM Facility - Pincombe Drain 2	2,456,700	101,039	0	2,355,661	0	Design and construction of stormwater management Pond.
ES3020-RVBTC	DC14-MS00032	SWM Facility - River Bend Tributary C	13,906,700	89,900	2,596,800	11,220,000	0	Design and construction of stormwater management Pond.
ESSWM-SB	DC14-MS00041	SWM Facility - Wickerson No. S-B	2,787,549	143,400	698,149	1,946,000	0	Design and construction of stormwater management Pond. This project is now closed.
ESSWM-FH1	DC14MS0006	SWM Facility - Fox Hollow	3,700,000	0	3,700,000	0	114,137	Design and construction of stormwater management Pond.
ESSWM-DCB4	DC14-MS00005	SWM Facility - Dingman Creek No. B4	3,638,342	0	1,519,206	2,119,136	0	Design and construction of stormwater management Pond.
ESSWM-HP5	DC14-MS00008	SWM Facility - Hyde Park #5	6,517,700	289,667	1,916,557	4,311,476	4,108	Design and construction of stormwater management Pond.
ESSWM-LPH	DC14MS0011	SWM Facility - London Psychiatric Hospital	3,954,100	0	1,954,100	2,000,000	0	Design and construction of stormwater management Pond.
ESSWM-MM2	DC14-MS00015	SWM Facility - Murray Marr #2	4,400,000	0	0	4,400,000	0	Design and construction of stormwater management Pond.
ESSWM-MM4	DC14-MS00016	SWM Facility - Murray Marr #4	2,100,000	94,600	2,005,400	0	0	Design and construction of stormwater management Pond.
ESSWM-OV1	DC14-MS00026	SWM Facility - Old Victoria #1	3,085,061	10,700	3,074,361	0	11,632	Design and construction of stormwater management Pond.
ESSWM-PD3	DC14-MS00029	SWM Facility - Pincombe Drain No. 3	3,502,200	0	3,026,201	475,999	220,040	Design and construction of stormwater management Pond.
ESSWM-PD4	DC14MS0030	SWM Facility - Pincombe Drain No. 4	1,500,000	0	354,000	1,146,000	0	Design and construction of stormwater management Pond.
ESSWM-PDR	DC14-MS00028	SWM Facility - Pincombe Drain Remediation	4,300,000	787,500	937,500	2,575,000	0	Design and construction of stormwater management Pond.
ESSWM-PKR	DC14-MS00027	SWM Facility - Parker	6,055,000	0	5,351,924	703,076	940,702	Design and construction of stormwater management Pond.
ESSWM-SC2	DC14-MS00035	SWM Facility - Stoney Creek No. 2	2,099,000	0	1,000,000	1,099,000	179,496	Design and construction of stormwater management Pond.
ESSWM-SC8	DC14MS0036	SWM Facility - Stoney Creek No. 8	1,851,200	0	230,000	1,621,200	0	Design and construction of stormwater management Pond.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 6: Summary of Approved Projects Funded From Stormwater Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
ESSWM-WO3	DC14MS0039	SWM Facility - White Oaks #3	425,000	0	425,000	0	5,526	Design and construction of stormwater management Pond.
ESSWM-NLP7	DC14-MS00023	SWM Facility - North Lambeth No. P7	0	0	0	0	-132,506	Design and construction of stormwater management Pond. This project is now closed and replaced by ES3023.
ESSWM-NLP8	DC14MS0024	SWM Facility - North Lambeth No. P8	0	0	0	0	-134,169	Design and construction of stormwater management Pond. This project is now closed and replaced by ES3023.
ESSWM-KILSE	DC14MS0009	SWM Facility - Kilally SE	250,000	0	250,000	0	62,106	Design and construction of stormwater management Pond.
ESSWM-DCNLP9	DC14-MS00025	SWM Facility - North Lambeth No. P9	7,226,927	0	2,187,185	5,039,742	0	Design and construction of stormwater management Pond.
ESSWM-SD6A	DC14-MS00037	SWM Facility - Sunningdale 6A	300,000	0	300,000	0	0	Design and construction of oil and grit separator to replace stormwater management Pond. Owner led works.
ESSWMNLP2S	DC14MS0020	SWM Facility - North Lambeth P2 South	500,000	0	500,000	0	0	Design and construction of stormwater management Pond.
ESSWMNLT12	DC21MS0003	SWM Facility - North Lambeth Tributary 12	226,153	196,753	29,400	0	3,576	Design and construction of stormwater management Pond.
ESSWMSDE1	DC14MS0038	SWM Facility - Sunningdale E1	420,000	0	0	420,000	0	Design and construction of stormwater management Pond.
ID1090	DC19MS0200	Industrial Storm Trunk Sewer Works	2,783,400	0	1,650,000	1,133,400	47,804	Storm servicing of future light and general industrial land to provide an adequate inventory of large block "shovel ready" land in strategic locations.
ID2095	DC19MS0100	Industrial SWM Ponds	6,078,523	0	1,767,314	4,311,209	99,362	Stormwater management servicing of future light and general industrial land to provide an adequate inventory of large block 'shovel ready' land in strategic locations.
ID2095FCS	DC14-MS00053 to MS00060	Forest City South Industrial Servicing	250,000	0	250,000	0	0	Storm servicing of future light and general industrial land to provide an adequate inventory of large block "shovel ready" land in strategic locations.
ID2095OXF	DC14-MS00053 to MS00060	Oxford Business Park Servicing	340,733	0	340,733	0	0	Storm servicing of future light and general industrial land to provide an adequate inventory of large block "shovel ready" land in strategic locations.
Totals			\$181,800,629	\$26,488,990	\$94,459,890	\$60,851,749	\$10,794,566	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 7: Summary of Issued Debt For Approved Projects Funded From Stormwater Levies

Capital Project Number	DC ID Number	Capital Project Title	Debt By-law #	Original Debt Issued for Growth Share	Year of Debt Issue/Retired	Principal outstanding at the end of 2020	CSRF debt payment (P&I) on issued debt
ES3020	Pre-2014 DC	SWM Ponds-Sunningdale #4, Foxhollow E2	D-0765-016	5,000,000	2011/2021	560,293	580,299
ES3020-FHE2	Pre-2014 DC	SWM Ponds-Foxhollow E2	D.767-265	943,000	2012/2022	207,676	109,446
ES3020-HP1B1	Pre-2014 DC	SWM Ponds-Hyde Park 1B1	D-0768-283	2,100,000	2013/2023	688,548	249,777
ES3020-UPNB2	DC 2009	SWM Ponds-Uplands North	D-0768-283	1,600,000	2013/2023	524,608	190,306
ES3020-HD	DC 2009	SWM Facility - Heard Drain	D-0769-178	4,391,635	2014/2024	1,883,719	504,502
ES3020-FH1	DC14-MS00006	SWM Facility - Fox Hollow #1	D-770-84	2,402,000	2015/2025	1,243,880	263,914
ES3020-HP4	DC14-MS00007	SWM Facility - Hyde Park #4	D-770-84	4,150,900	2015/2025	2,149,551	456,072
ES2477	DC 2009	Stoney Creek Remediation	D-771-79	2,331,500	2016/2026	1,455,288	260,420
ESSWM-SB	DC14-MS00041	SWM Facility - Wickerson No. S-B	D-774-91	1,946,000	2018/2028	1,593,774	224,405
ES3020-RVBTC	DC14-MS00032	SWM Facility - River Bend Tributary C	D-775-80	6,027,795	2019/2029	5,483,487	683,121
ES3020-FH3	Pre-2014 DC	SWM Facility - Fox Hollow #3	D-775-80	4,705,559	2019/2029	4,280,648	533,274
ESSWM-DCNLP9	DC14-MS00025	SWM Facility - North Lambeth No. P9	D776-135	3,000,000	2020/2030	3,000,000	20,745
		Debt Discount					25,048
		Accrued Interest					-13,217
Totals				\$38,598,389		\$23,071,471	\$4,088,111

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 8: Summary of Authorized Unissued Debt For Approved Projects Funded From Stormwater Levies

Capital Project Number	DC ID Number	Capital Project Title	Authorized but not Issued	Expected Year of Debt Issue
ES2681	DC14-MS00013	Mud Creek Erosion	5,730,521	2022
ES3023	DC14MS00023 & DC14MS00024	North Lambeth Tributary 12	2,514,260	2024
ID1090	DC19MS0200	ILDS Storm Servicing	1,133,400	2022
ID2095	DC19MS0100	ILDS Stormwater Management Servicing	4,311,209	2022
ESSWM-HP5	DC14-MS00008	SWM Facility- Hyde Park 5	4,311,476	2022
ESSWM-LPH	DC14MS0011	SWM Facility - London Psychiatric Hospital	2,000,000	2023
ESSWM-MM2	DC14-MS00015	SWM Facility - Murray Marr =2	4,400,000	2023
ESSWM-PD3	DC14-MS00029	SWM Facility - Pincombe Drain No. 3	475,999	2022
ESSWM-PD4	DC14MS0030	SWM Facility - Pincombe Drain No. 4	1,146,000	2024
ESSWM-PDR	DC14-MS00028	SWM Facility - Pincombe Drain Remediation	2,575,000	2022
ESSWM-PKR	DC14-MS00027	SWM Facility - Parker	703,076	2022
ESSWM-SC2	DC14-MS00035	SWM Facility - Stoney Creek No. 2	1,099,000	2022
ES3020-FH3	Pre-2014 DC	SWM Facility - Fox Hollow 3	1,024,510	2022
ES3020-PD2	DC 2009	SWM Facility - Pincombe Drain	2,355,661	2022

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 8: Summary of Authorized Unissued Debt For Approved Projects Funded From Stormwater Levies

Capital Project Number	DC ID Number	Capital Project Title	Authorized but not Issued	Expected Year of Debt Issue
ESSWM-SC8	DC14MS0036	SWM Facility - Stoney Creek No. 8	1,621,200	2024
ESSWM-DCB4	DC14-MS00005	SWM Facility - Dingman Creek No. B-4	2,119,136	2022
ESSWMSDE1	DC14MS0038	SWM Facility - Sunningdale E1	420,000	2024
ES3020-RVBTC	DC14-MS00032	SWM Facility - Riverbend Tributary C	5,192,205	2022
ESSWM-DCNLP9	DC14-MS00025	SWM Facility - Dingman Creek North Lambeth No. P9	2,039,742	2022
Totals			\$45,172,395	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 9: Summary of Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
GG1035	DC19GS0028	DC Process Consultant 2024	50,000	0	50,000	0	0	Continue development charges policy development over time. Also, for use in developing development charge rates and development charges background study production.
PD1036	DC19GS0027	Post Development EIS	40,000	0	40,000	0	0	Undertake monitoring and studies to assess the efficacy of growth-related environmental impact statement recommendations and the City's environmental procedures.
PD2161	DC19GS0016	Rapid Transit Corridor Plan	128,000	25,600	102,400	0	0	These plans will establish a detailed framework for infill and intensification along the rapid transit and urban corridors. They will identify developable lands and anticipated timing of growth for use in servicing studies.
PD2175	DC19GS0013	Planning Community Improvement Plans	200,000	100,000	100,000	0	0	These plans set the context for revitalization and growth by evaluating economic barriers and establishing projects and incentives aimed at stimulating development and revitalization.
TS1134	DC14RS0077	Intersection - Richmond St & Fanshawe Park Rd	5,850,000	632,500	5,217,500	0	196,177	Geometric design improvements required to improve traffic capacity and levels of service. Project coordinated with Bus Rapid Transit. Construction in 2022 subject to approvals and land acquisition.
TS1306	DC14RS0056	Adelaide Street Grade Separation CPR Tracks	58,275,200	45,678,588	12,596,612	0	2,595,754	Introduction of a grade separation for Adelaide Street traffic to continue to flow while the operations for the railway may continue normal operations; railway company cost apportionment is approximately 15%.
TS1308	DC14RS0013	Hwy 401 Interchange Projects	20,000,000	7,192,000	7,808,000	5,000,000	0	Project represents City's contribution to agreement with Province to reconstruct four interchanges at the 401 and major City arteries: Wonderland Road, Veterans Memorial Parkway, Highbury Ave, and Colonel Talbot Road.
TS1309	DC14RS0075	Intersection - Hamilton Road & Highbury Ave.	990,000	152,500	837,500	0	0	Geometric design improvements required to improve traffic capacity and levels of service. Environmental assessment accepted by Council on June 12, 2018. Preliminary solution requires additional property and construction funds.
TS1328	DC14RS0051	Intersection - Hamilton Rd & Egerton St (Optimization)	1,718,800	214,850	1,503,950	0	1,141,386	Intersection improvements at Hamilton and Egerton Roads, including a left turn lane. Constructing 2 lane urban arterial cross section in 2023.
TS1329	DC14RS0212	Colonel Talbot Rd - 300M South of Southdale to James Street	700,000	100,100	599,900	0	0	To reconstruct Colonel Talbot Rd-300m south of Southdale to James Street to resolve structural and alignment deficiencies.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 9: Summary of Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
TS1334	DC19RS0017	Intersection - Pack to Colonel Talbot	463,750	57,969	405,781	0	0	Intersection improvements at Pack and Colonel Talbot Road. Improvements within existing right-of-way including new traffic signal installation.
TS1335	DC19RS0015	Intersection - Sunningdale - Hyde Park	1,262,500	157,813	1,104,687	0	355,814	To improve the intersection of Sunningdale and Hyde Park. The work includes installing a two lane roundabout in 2021, based on the Environmental Assessment preferred alternative.
TS1359	DC19RS0005	Windemere Road - Western Rd to Richmond St	436,957	46,754	390,203	0	30,833	To upgrade Windemere Road from Western Road to 150m east of Richmond Street from 2 to 4 through lanes and associated channelization.
TS1371	DC14-RS00063	Road Class Oversizing	500,000	14,800	485,200	0	87,998	At times new development is required to construct a roadway to a larger capacity than required for the local development. This project makes provisions for such works.
TS1406	DC14RS0204	Sunningdale-South Wenige to Highbury Upgrades	437,200	48,100	389,100	0	0	To convert Sunningdale Rd - South Wenige to Highbury Ave from a rural cross section to an urban cross section with the addition of sidewalks, curbs, drainage, streetlights, channelization and bike lanes.
TS1408	DC14RS0206	Wickerson-Southdale to 650M N of Southdale	2,633,076	355,070	2,278,006	0	1,814	Reconstruct Wickerson to resolve structural and alignment deficiencies.
TS1409	DC14-RS00215	Kilally Upgrades at Webster - Phase 1	2,695,000	350,400	2,344,600	0	7,618	To reconstruct Kilally and Webster to resolve alignment deficiencies at intersection.
TS1410	DC14RS0221	Huron Street Upgrades VMP Easterly to Railway	1,794,400	246,232	1,548,168	0	1,382,594	To reconstruct Huron Street - Veterans Memorial Parkway easterly to railway to resolve structural deficiencies and support industrial development. Constructing 2 lane rural arterial cross section in 2019. To be coordinated with Veterans Memorial Parkway Extension (TS1621-1) and development needs.
TS1470	DC14-RS00004	Commissioners Rd Widening - Viscount to Wonderland Road	14,292,262	1,648,024	12,644,238	0	0	Widen Commissioners Road West from Viscount Road to Wonderland Road from 2 to 5 lanes. This project is now closed.
TS1476	DC14RS0025	Clarke Rd Widening VMP Extension to Fanshawe Park Rd	593,063	17,863	575,200	0	0	To widen Clarke Road from 2 to 4 through lanes from Veterans Memorial Parkway Extension to Fanshawe Park Road.
TS1484	DC14-RS00008	Sarnia Rd Widening-Wonderland Road to Sleightholme	10,209,820	942,526	9,267,294	0	531	Widen Sarnia Road from 3 to 4 lanes from Wonderland Road to Sleightholme.
TS1487	DC14-RS00205	Wonderland Rd Two Lane Upgrade Hwy 401 to Hwy 402	10,395,000	1,351,300	9,043,700	0	349,281	To improve Wonderland Rd from Highway 401 to Highway 402. Improvements are 2 lane rural arterial cross section.
TS1489	DC14-RS00011	Western Road Widening - Platts Lane to Oxford St.	27,792,018	6,154,118	15,637,900	6,000,000	0	Widen Western Road from Platts Lane to Oxford Street from 2 lanes to 4 lanes including a continuous left turn lane as well as widening the Canadian Pacific railway subway.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 9: Summary of Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
TS1490	DC14RS0220	Wilton Grove Upgrades	12,551,000	2,547,216	10,003,784	0	4,855,456	To reconstruct Wilton Grove Road - Commerce to City limits to resolve structural deficiencies and support industrial growth.
TS1522	DC19RS0006	Intersection- Dingman - White Oak Rd (Roundabout)	113,760	14,220	99,540	0	41,604	Dingman Drive and White Oak Road intersection is currently an all-way stop controlled intersection. The Environmental Assessment assignment will identify and confirm the roundabout conceptual design and the appropriate right-of-way and property requirements to accommodate the geometric design of the intersection.
TS1576	DC19RS0007	Intersection-Exeter-Wellington Improvements	3,590,000	448,750	3,141,250	0	2,335,611	This project is for improvements to the Wellington Road/ Exeter Road intersection and replacement of underground services.
TS1626	DC19RS0207	Southdale Rd Upgrades Wickerson to Westdel Bourne	201,440	26,240	175,200	0	0	To reconstruct Southdale Rd - Westdel Bourne to Wickerson to resolve structural and alignment deficiencies. This project is now closed.
TS1627	DC14RS076a	Philip Aziz - Western Rd to Thames River	2,490,000	249,000	2,241,000	0	0	Philip Aziz improvement project including new storm sewer system driven by growth and redevelopment in the area.
TS1633	DC14-RS00066	Veterans Memorial Parkway	1,640,000	112,800	1,527,200	0	0	Land acquisition for long term future construction of interchanges on Veterans Memorial Parkway.
TS1636	DC19RS1008	Advanced Purchase of Land (2019-2023)	880,000	0	880,000	0	0	Land acquisition and protection of growth projects predominantly for long term future construction along arterials.
TS1651	DC14-RS00067	Minor Roadworks - Channelization	3,477,525	214,730	3,262,795	0	1,117,558	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS1652	DC14-RS00068	Minor Roadworks - Miscellaneous Works	89,100	0	89,100	0	0	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS1653	DC14-RS00069	Minor Roadworks - Sidewalks	925,847	0	925,847	0	473,426	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS1654	DC14-RS00070	Minor Roadworks - Streetlights	1,767,171	0	1,767,171	0	838,412	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS1655	DC14-RS00071	Minor Roadworks - New Traffic Signals	1,546,880	0	1,546,880	0	393,099	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS1656	DC14-RS00072	Minor Roadworks - Roundabouts	450,000	0	450,000	0	118,086	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS1746	DC19RS0001	Dingman Dr - Hwy 401 Bridge to Wellington	2,324,950	188,321	2,136,629	0	81,468	To widen Dingman Drive from just east of the Highway 401 overpass to 150m east of Wellington Road from two to four through lanes.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 9: Summary of Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
TS1767	Pre-2014 DC	Bicycle Detection Signals at 4 Intersections - PTIF	100,000	75,000	25,000	0	0	The standard induction loop vehicle detection works well for automobiles but does not consistently detect bicycles. This project would upgrade four (4) intersections with improved bicycle detection thereby improving the City's cycling network and facilitating additional active transportation trips that connect cyclists to the City's transit network. This project is now closed.
TS2170	2009 DC	Bradley from Old Victoria to City Limits	2,350,000	1,504,800	845,200	0	0	Upgrade Bradley Ave from Old Victoria Road to city limits to a 2 lane rural arterial cross section.
TS2171	2009 DC	Old Victoria from Hamilton to Hwy 401	2,110,000	283,300	1,826,700	0	0	Upgrade Old Victoria Road from Hamilton to Highway 401 to a 2 lane rural arterial cross section. Roadway improvements on roadways adjacent to the Veterans Memorial Parkway Area Industrial Park to accommodate the increased traffic and structural/alignment deficiencies.
TS4160	2009 DC Study	Urban Intersections Growth	1,259,000	187,700	1,071,300	0	-13,335	This project is for the installation of new traffic signals, pedestrian signals and street lights to improve safety and mobility of both vehicles and pedestrians.
TS4165	DC14RS0074	Traffic Signals & Street Light Growth Urban Intersections	1,616,000	0	1,616,000	0	5,038	Installation of new traffic signals, pedestrian signals and street lights to improve safety and mobility of both vehicles and pedestrians.
TS5910	UWRF	UWRF Transition to CSRF - Roads	1,668,000	0	1,668,000	0	902,146	Under the 2019 Development Charges By-law, Urban Works Reserve Fund projects were transferred to the City Services Reserve Funds.
TS103119	DC19GS1002	Long Term Corridor Protection EA Studies (2019-2023)	422,222	0	422,222	0	759	Project required for Environmental Assessments and technical studies to protect major transportation corridors in and around the City.
TS104119	DC19GS1003	Traffic Impact Studies (2019-2023)	200,000	0	200,000	0	0	Area traffic impact studies to identify and optimize the timing of roadway capacity, channelization, signalization needs on a development or area basis as well as parking strategies.
TS104219	DC19GS1004	Transportation Master Plan Monitoring Program (2019-2023)	70,000	0	70,000	0	0	The monitoring program will be primarily based upon the need to measure modal shares by time of day and for various trip purposes.
TS126417	DC14-RS00063	2017 Rural Intersection	508,470	0	508,470	0	0	To improve selected rural intersections throughout the City to ensure adequate capacity and levels of safety.
TS126418	DC14-RS00063	2018 Rural Intersection	96,250	0	96,250	0	0	To improve selected rural intersections throughout the City to ensure adequate capacity and levels of safety. This project is now closed.
TS126419	DC19RS1006	Rural Intersection (2019-2023)	528,790	0	528,790	0	0	To improve selected rural intersections throughout the City to ensure adequate capacity and levels of safety.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 9: Summary of Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
TS1302-1	DC14RS0055	Commissioners Road West - Cranbrook to Springbank	300,000	0	300,000	0	0	Widen Commissioners Road West from Cranbrook Road to Springbank Drive from 2 to 4 lanes. This project is now closed.
TS1348-1	DC14RS0023	Wonderland Road Widening Riverside Dr to Springbank Dr	1,009,500	70,700	938,800	0	-10,525	To widen Wonderland Road from Commissioners Rd. to Sarnia Rd.
TS1348-9	DC19RS0013	Intersection - Riverside to Wonderland	500,000	62,500	437,500	0	0	Intersection improvements to accommodate the widening of Wonderland Road.
TS1349-2	DC14-RS00202	Sarnia Rd. Widening - Hyde Park Road to Wonderland Rd.	7,910,000	1,348,800	6,561,200	0	0	To improve Sarnia Road from Wonderland Road to Hyde Park Road including replacement of Canadian Pacific Railway Bridge. This remaining phase includes the improvement of Sarnia Rd to a 2 lane urban cross section from Canadian Pacific Railway Bridge to Hyde Park Road in 2017.
TS1353-2	DC14RS0019	Adelaide Street North - Fanshawe Park Rd to Sunningdale Rd	357,647	32,188	325,459	0	15,152	Phase 1, 2-lane urbanization, completed previously - Phase 2 is a four-lane widening. Construction in 2021. The construction project would also coordinate with the proposed roundabout at Sunningdale & Adelaide as recommended in the Sunningdale Rd Environmental Assessment.
TS1355-1	DC14RS0018	Wharncliffe Road Widening - Becher Street to Springbank Drive	41,396,250	16,936,233	18,286,842	6,173,175	2,217,026	To improve operational movement of Wharncliffe Road from Becher Street to Springbank Drive 3 to 4 lanes including reconstruction of CNR Grade Separation. EA approval occurred February 2018. Construction and property acquisition began in 2020.
TS1355-2	DC14-RS00014	Wharncliffe Road Improvements	6,563,750	2,200,750	4,363,000	0	0	To provide operational improvements to Wharncliffe Road South - Becher Street to Commissioners Rd to improve safety and implement the visions provided by the Official Plan.
TS137119	DC19RS1009	Road Class Oversizing City Share (2019-2023)	400,000	0	400,000	0	0	The Development Charges Act requires the identification and the separate funding of those components of the project that benefit existing infrastructure brought about by the undertaking of engineering growth works. This benefit represents the improvements in service levels and/or improved life cycles creditable to a specific piece of infrastructure.
TS1407-2	DC19RS0207	Southdale Road - Wickerson Rd to Byronhills Dr	7,492,500	879,830	6,612,670	0	413,960	To reconstruct Southdale Road - Wickerson Road to Byronhills to resolve structural and alignment deficiencies.
TS1430-1	DC19RS0304	RT 1: Wellington Gateway (PTIF) Wellington Rd - Bradley to Horton	5,830,045	2,745,007	3,085,038	0	344,642	Road widening of Wellington Road from Bradley Avenue to Horton Street for Rapid Transit.
TS1430-2	DC14RS0102	RT 2: North Connection (PTIF) Fanshawe Park Road to Raymond Ave	4,636,249	2,084,296	2,551,953	0	352,680	Road widening of Richmond Street from Fanshawe Park Road to Raymond Avenue for Rapid Transit.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 9: Summary of Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
TS1430-3	DC14RS0103	RT 3: East London Link (PTIF) Highbury Ave - Dundas St to Oxford St	4,203,601	2,058,121	2,145,480	0	376,138	Road widening of Highbury Ave from Dundas Street to Oxford Street for Rapid Transit.
TS1430-4	DC14RS0104	RT 4: East London Link (PTIF) Dundas St - Adelaide St to Highbury Ave	311,943	140,343	171,600	0	0	Road widening of Dundas Street from Adelaide to Highbury Ave for Rapid Transit.
TS1430-5	DC14RS0105	RT 5: East London Link (PTIF) Oxford St - Highbury Ave to Clarke Rd	232,916	100,225	132,691	0	0	Road widening of Oxford St from Highbury Ave to Clarke Road for Rapid Transit.
TS1430-6	DC14RS0106	RT 6: West Connection (PTIF) Oxford St W - Hyde Park Rd to Richmond St	1,518,401	751,506	766,895	0	108,666	Road widening of Oxford St W. from Hyde Park Road to Richmond Street for Rapid Transit.
TS1430-7	DC14RS0107	RT 7: Downtown Loop (PTIF) Richmond St - Raymond Ave to York St	2,891,016	1,489,550	1,401,466	0	444,524	Road widening of Richmond Street from Raymond Ave to York Street for Rapid Transit.
TS1430-8	DC14RS0108	RT 8: East London Link (PTIF) York St - Richmond St to Colborne St	76,833	18,924	57,909	0	0	Road optimizations on York Street from Richmond Street to Colborne Street for Rapid Transit.
TS1430-9	DC14RS0109	RT 9: East London Link (PTIF) Colborne St - York St to Dundas St	61,569	17,855	43,714	0	0	Road optimizations on Colborne Street from York Street to Dundas Street for Rapid Transit.
TS1430-10	DC14-RS00110	RT 10: East London Link (PTIF) Dundas St - Colborne St to Adelaide St	61,569	17,855	43,714	0	0	Road optimizations on Dundas Street from Colborne to Adelaide Street for Rapid Transit.
TS1430-11	DC14RS0111	RT 11: Wellington Gateway (PTIF) Wellington Rd - Horton St to York St	36,644	10,770	25,874	0	0	Road optimizations on Wellington Road from Horton Street to York Street for Rapid Transit.
TS1430-12	DC14TS0001	RT 12: Downtown Loop (PTIF)	55,604	29,333	26,271	0	0	Downtown terminal serving rapid transit. Project concept, location and phasing to be developed through Environmental Assessment and related studies.
TS1475-2	DC14-RS00007	Fanshawe Park Road E. Widening-Ph 2 Adelaide to Highbury	15,460,000	1,351,000	5,109,000	9,000,000	114,029	Widen Fanshawe Park Road East from two lanes to 4 lanes from Adelaide Street North to McLean Drive.
TS1477-2	DC14RS0015	Hyde Park Road Widening - Phase 2 CP Rail Crossing to Fanshawe Park Rd.	15,575,802	1,741,002	13,834,800	0	110,142	To widen Hyde Park Road from 2 to 4 lanes from Canadian Pacific Rail Crossing to Fanshawe Park Road.
TS1477-3	DC14RS0015	Hyde Park Road - Oxford Intersection Improvements	310,000	24,800	285,200	0	0	Intersection improvements at Hyde Park Road and Oxford Street. Project deferred due to network need and development consideration.
TS1481-1	Pre-2014 DC	Wellington Rd. Widening - Ph 1 Commissioners Rd to Southdale Rd	593,507	218,203	375,304	0	0	To widen and reconfigure Wellington Road with 6 through lanes, centre turn lane and southbound right turn lanes. This project is now closed.
TS1496-2	DC14-RS00002 & DC14-RS00016	Sunningdale Road Widening - Phase 2 Intersection Upgrades	4,294,260	964,360	3,329,900	0	114,075	Widen and upgrade Sunningdale Road from Wonderland to Adelaide. Phase 2 consists of 2 intersection upgrades, Richmond/Sunningdale and Wonderland/Sunningdale in 2014.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 9: Summary of Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
TS1496-3	DC14RS0017	Sunningdale Road - Wonderland Rd 150m W of Richmond St	2,028,425	127,105	1,901,320	0	-19,559	Widen and upgrade Sunningdale Road from Wonderland to 150 metres west of Richmond from 2 lanes to 4 lanes.
TS1523-1	DC14-RS00012	Bradley Ave Extension, Phase 1 Wharncliffe Rd to Wonderland Rd.	12,264,375	0	3,633,651	8,630,724	0	Extension of Bradley Avenue from White Oak Road to Bostwick Road.
TS1523-2	DC14RS0022	Bradley Ave Extension, Phase 2 Jalna to Wharncliffe	2,567,106	0	2,567,106	0	241,809	Extension of Bradley Avenue from Jalna Boulevard to Wharncliffe Road.
TS1621-1	DC14RS0009	Veterans Memorial Parkway - Huron St to Clarke Rd	12,376,900	768,380	11,608,520	0	7,278,471	Construct a new 4 lane road - Veterans Memorial Parkway from Huron Street to Clarke Road.
TS1629-1	DC14RS0030	Southdale Road West - Bostwick to Pine Valley	923,283	80,509	842,774	0	231,610	To widen Southdale Road West from Bostwick to Pine Valley from 2 to 4 lanes with center turn lane in 2022.
TS1629-2	DC14RS0038	Southdale Road West - Bostwick to Colonel Talbot	111,222	8,898	102,324	0	0	To widen Southdale Road West from Bostwick to Colonel Talbot from 2 to 4 lanes.
TS165119	DC19RS1001	Minor Roadworks - Channelization (2019-2023)	1,679,740	0	1,679,740	0	281,653	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS165319	DC19RS1002	Minor Roadworks - Sidewalks (2019-2023)	888,800	0	888,800	0	58,386	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS165419	DC19RS1003	Minor Roadworks - Streetlights (2019-2023)	1,239,170	0	1,239,170	0	0	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS165519	DC19RS1004	Minor Roadworks - Traffic Signals (2019-2023)	1,885,000	0	1,885,000	0	0	Funding for minor roadwork projects that are constructed as part of a major road project that is triggered by growth.
TS173916	DC14-RS00073	2016 Cycling Facilities Program	987,394	493,697	493,697	0	0	To introduce bike lanes to roadways and other cycling facilities in accordance with the City's Bicycle Master Plan. This project is now closed.
TS173917	DC14-RS00073	2017 Cycling Facilities Program	790,170	395,085	395,085	0	14,263	To introduce bike lanes to roadways and other cycling facilities in accordance with the City's Bicycle Master Plan.
TS173918	DC14-RS00073	2018 Cycling Facilities Program	642,800	321,400	321,400	0	187,323	To introduce bike lanes to roadways and other cycling facilities in accordance with the City's Bicycle Master Plan.
TS173919	DC19RS1007	Active Transportation (2019-2023)	5,402,776	2,724,175	2,678,601	0	1,601,907	To introduce bike lanes to roadways and other cycling facilities in accordance with the City's Bicycle Master Plan.
TS180219	DC19RS1010	Strategic Links (2019-2023)	2,676,000	0	2,676,000	0	0	Staff identified road connections that are strategically important to link to the transportation collector and arterial network in the City.
TS180519	DC19RS1011	TIMMS - PTIS - Transportation Intelligent Mobility Mngmt System	4,712,400	3,581,282	1,131,118	0	226,103	To provide an integrated solution to support the growth of the City and the development of Rapid Transit (RT) through improved management and operation of the transportation network.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 9: Summary of Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
TS416519	DC19RS1005	Urban Intersections (2019-2023)	4,000,000	0	4,000,000	0	383,152	Installation of new traffic signals, pedestrian signals and street lights to improve safety and mobility of both vehicles and pedestrians.
RT1430-1	DC19RS0304	Wellington Gateway (South) Rapid Transit	12,299,447	4,384,658	7,914,789	0	114,522	Widening and reconstruction of 6.8 kilometres of existing arterial roads to incorporate continuous transit lanes along Wellington from Downtown to White Oaks for the implementation of Rapid Transit.
RT1430-2	DC19RS0303	North Connection Rapid Transit	400,000	30,800	369,200	0	0	Widening and reconstruction of 6.4 kilometres of existing arterial roads to incorporate continuous transit lanes along Clarence Street, Richmond Street, across Western University, and Western Road to Masonville Mall for implementation of Rapid Transit.
RT1430-3	DC19RS0302	East London Link Rapid Transit	10,188,231	3,576,579	6,611,652	0	0	Widening and reconstruction of 6.3 kilometres of existing arterial roads to incorporate continuous transit lanes from Downtown to Fanshawe College including King Street, Ontario Street, Dundas Street, Highbury Avenue, and Oxford Street for the implementation of Rapid Transit.
RT1430-6	DC19RS0305	West Connection Rapid Transit	2,050,000	200,900	1,849,100	0	0	Widening and reconstruction of 4.4 kilometres of existing arterial roads to incorporate transit lanes from Downtown on Riverside Drive with mixed traffic on Wharncliffe Road North and transit lanes again on Oxford Street to Wonderland Road for implementation of Rapid Transit.
RT1430-7	DC19RS0301	Downtown Loop Rapid Transit	1,082,209	613,749	468,460	0	0	Widening and reconstruction of 2.0 kilometres of existing arterial roads to incorporate continuous transit lanes along Ridout, King, Wellington and Queen for the implementation of Rapid Transit.
Totals			\$407,708,505	\$123,940,552	\$248,964,054	\$34,803,899	\$32,499,280	

*Amounts Subject to Rounding

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Table 10: Summary of Issued Debt For Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Debt By-law #	Original Debt Issued for Growth Share	Year of Debt Issue/Retired	Principal outstanding at the end of 2020	CSRF debt payment (P&I) on issued debt
TS1308	DC14RS0013	Highway 401 Interchange Projects	D-771-79	5,000,000	2016/2026	3,120,926	558,481
TS1475-2	DC14-RS00007	Fanshawe Rd East Widening - Phase 2	D-773-81	9,000,000	2017/2027	6,472,317	1,013,230
TS1523-1	DC14-RS00012	Bradley Ave Extension, Phase 1 Wharncliffe Rd to Wonderland Rd.	D-775-80	3,000,000	2019/2029	2,729,101	339,986
TS1489	DC14-RS00011	Western Road Widening - Platts Lane to Oxford St.	D-776-135	2,000,000	2020/2030	2,000,000	13,830
		Debt Discount					12,063
		Accrued Interest					-5,348
Totals				\$19,000,000		\$14,322,344	\$1,932,242

*Amounts Subject to Rounding

Table 11: Summary of Authorized Unissued Debt For Approved Projects Funded From Roads Levies

Capital Project Number	DC ID Number	Capital Project Title	Authorized but not Issued	Expected Year of Debt Issue
TS1489	DC14-RS00011	Western Widening	4,000,000	2022
TS4078	DC19OC1002	Traffic Management Centre Ph 1	672,300	2023
TS1355-1	DC14RS0018	Wharncliffe Road Widening - Becher Street to Springbank Drive	6,173,175	2025
TS1523-1	DC14-RS00012	Bradley Ave Extension, Phase 1 Wharncliffe Rd to Wonderland Rd.	5,630,724	2022
Totals			\$16,476,199	

*Amounts Subject to Rounding

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Table 12: Summary of Approved Projects Funded From Water Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
EW2310	DC14-WD00008 & WD00034	Western Road Watermain Replacement - Oxford Street to Sarnia Road	2,079,419	1,871,419	208,000	0	1,067	To replace the watermain on Western Road from Oxford Street to Sarnia Road.
EW3551	DC14-WD00038 & WD00039	Hyde Park-Sarnia Rd High Level Watermain- Phase 2	2,068,660	0	2,068,660	0	0	Construction of 400, 450 and 600 millimetre watermains in the high level area of North West London. Watermain installation required to service customers in the Hyde Park High Level area.
EW3581	DC14WD020a	Pond Mills 401 Crossing (New 5A)	600,900	0	600,900	0	-37,058	To replace and upgrade the existing 300 millimetre watermain to a 400 millimetre watermain between Wilton Grove Road and Southdale Road.
EW3592	DC14-WD01002	Infill and Intensification Nodes Water Servicing	2,198,080	110,080	2,088,000	0	0	To provide for growth triggered infill and intensification projects in major development nodes.
EW3593	DC14WD2003	Hyde Park Pumping Station	100,000	0	100,000	0	0	To upgrade the Hyde Park Pumping Station to serve future growth in northwest London.
EW3614	DC2009	Southeast Pumping Station-Reservoir	55,728,118	49,648,318	6,079,800	0	642	Construction of a 113 million litre (25 million gallon) reservoir and pumping station on Highbury Avenue for storage and balancing of water supply from the Elgin/Middlesex system based on Valve Engineering Study.
EW3625	DC14WD010a	Wonderland Rd Watermain - Exeter to Hamlyn (A21a)	170,748	8,537	162,211	0	27,010	To construct a new 400 millimetre watermain on Wonderland between Hamlyn and Exeter Rd.
EW3628	DC14WD02005	Expansion of Southeast Pressure Zone	2,700,000	1,931,900	768,100	0	4,230	To install pressure regulating valves and associated piping to service portions of SE London with the Southeast Pumping Station.
EW3658	DC14WD0026	Wonderland Rd Watermain - Commissioners to Viscount (3000)	307,774	0	307,774	0	0	To replace and upsize the existing 300 millimetre and 400 millimetre watermain on Wonderland Road (Westmount Pumping Station to Viscount Road) with 600 millimetre watermain. Project required to upgrade high level water supply.
EW3675	DC14WD0021	Southdale Rd Watermain - Boler to Wickerson (2004)	2,257,581	0	2,257,581	0	0	The construction of 400 millimetre watermains in the high level area of southwest London on Southdale Road between Wickerson Road and Bramblewood Place.
EW3694	DC14WD0040	Kilally Road Watermain (A30) Ph 2 (Webster to Clarke Rd)	829,995	0	829,995	0	3,405	Installation of a new 400 millimetre watermain on Kilally Road from Highbury Avenue to Clarke Road.
EW3709	DC14WD0037	Green Valley Rd Watermain - Hubrey Rd Intersection (New-3)	151,000	0	151,000	0	52,156	Installation of a 600 millimetre watermain at the intersection of Green Valley Road and Hubrey Road.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 12: Summary of Approved Projects Funded From Water Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
EW3788	DC19WD0001	Western Road Watermain Upsizing (Platt's Lane to Sarnia Rd)	185,328	166,795	18,533	0	0	Upgrading of existing watermain on Western Road from Platt's Lane to Sarnia Road to 400 millimetre.
EW3818	DC14-WD01001	Watermain Internal Oversizing Subsidy	785,562	1,700	783,862	0	324,970	Funding source for watermain oversizing claims by land developers. Claims are to be paid in accordance with Schedule 8 of the current Development Charges By-law.
ID2195	DC19WD1000	Watermain Industrial	4,934,053	0	4,934,053	0	1,327,901	Water servicing of future light and general industrial land to provide an adequate inventory of large block "shovel ready" land in strategic locations.
EW3652-2	DC14-WD00022	Wickerson High Level Watermain Phase 2 Wickerson Road	1,361,030	0	1,361,030	0	18,803	Construction of 400 millimetre watermain in the high level area of southwest London on Wickerson Rd between Wickerson Gate and Southdale Road. Watermain installation required to service future customers in the Wickerson area.
EW381819	DC19WD1001	Watermain Internal Oversizing Subsidy (2019-2023)	177,658	0	177,658	0	0	Funding source for watermain oversizing claims by land developers. Claims are to be paid in accordance with the current Development Charges By-law.
EW382319	DC19WD1002	Watermain - Built Area Works (2019-2023)	353,500	155,540	197,960	0	0	Program to build watermains to accommodate growth/intensification in the built area of the City.
EW382519	DC19WD1003	Watermain - Strategic Links (2019-2023)	841,996	84,200	757,796	0	0	Program to fund growth related water servicing improvements required in the built area of the City.
Totals			\$77,831,402	\$53,978,489	\$23,852,913	\$0	\$1,723,127	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 13: Summary of Approved Projects Funded From Growth Studies Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
GG1034	DC14-GS00038	Development Charges Consulting	850,000	150,100	699,900	0	20,535	Continue development charges policy development over time. Also, for use in developing Development Charge rates and Development Charges background study production.
PD2082	DC14-PR00026,81,89,109	Meadowlilly Area Planning Study	520,000	132,500	387,500	0	0	To provide an assessment of the Meadowlilly Area for planning and development of this area.
PD2152	DC19GS0012	Planning Comprehensive Zoning By-law	1,000,000	500,000	500,000	0	0	To update the Official Plan as required by the Planning Act. This project will set the framework for positive and sustainable growth, economic development and conservation in London over the next 20 years.
PD2155	DC19GS0014	Growth Related Secondary Plans	450,000	90,000	360,000	0	20,250	Ongoing capital project for the creation of growth related secondary plans. Future secondary plans will set the context for new development.
PD2156	DC19GS0015	Rapid Transit Village Secondary Plan (2019-2023)	131,250	26,250	105,000	0	10,056	The preparation of a Secondary Plan for the Masonville Transit Village will provide the basis for the consideration of future planning applications for the redevelopment of this Transit Village.
PP4480	DC14-GS00047	Police Facility Needs Analysis	500,000	202,500	297,500	0	0	Considering the growth of the City of London and increasing service demands combined with the useful life of the existing facilities, a comprehensive needs analysis to meet these demands will be required. It is necessary to quantify future facility requirements. Following the facility needs analysis, it is anticipated that an expansion of London Police Services facilities may be the recommended outcome.
RC2011	DC14-GS00041	Update Master Plan-Parks & Rec.	400,000	152,500	247,500	0	0	To continue to develop and review the Master Plan for Recreation Services.
RC2021	DC19GS0021	Master Plan Substudies Parks & Recreation	150,000	37,500	112,500	0	0	The 2019 Parks and Recreation Master Plan identifies several sub-studies required over the next 5 years.
TS1031	DC14-GS00024	Long Term Corridor Protection EA Studies	500,000	0	500,000	0	4,964	Required for Environmental Assessments to protect major transportation corridors in and around the City.
TS1038	DC14-GS00016	Transportation Development Charge Studies 2019	250,000	0	250,000	0	6,057	Consulting services to update transportation project costs and schedules for the 2019 Development Charge By-law updates.
TS1039	DC14-GS00050	Transportation Master Plan Update	100,000	0	100,000	0	0	The Transportation Master Plan Update will build upon the London 2030 Transportation Master Plan. The Transportation Master Plan is a long term transportation strategy for the City to help guide the City's transportation and land use decisions to provide sustainable transportation infrastructure.
TS1040	DC14GS0017	Transportation Master Plan Update 2022	750,000	0	750,000	0	8,141	The Transportation Master Plan will provide the City with a vision and implementation plan to pro-actively respond to the way the City's future population move, live, work and play and to help guide the City's transportation and land use decisions through to year 2042.
TS1041	DC14-GS00025	Transportation Impact Studies	300,000	0	300,000	0	11,936	Area traffic impact studies to identify and optimize the timing of roadway capacity, channelization, signalization needs on a development or area basis as well as parking strategies.
TS1042	DC14-RS00051	Transportation Monitoring Program	300,000	0	300,000	0	2,959	The monitoring program will be primarily based upon the need to measure modal shares by time of day and for various trip purposes. This project is now closed.
ES3205	DC14-GS00001	Stormwater Future Development Studies 2019	250,000	0	250,000	0	0	To undertake an update of Development Charges Study 2019 for storm/drainage and stormwater management works. This project is now closed.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 13: Summary of Approved Projects Funded From Growth Studies Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
ES3209	DC14-GS00007	Stormwater Unidentified Municipal Class Environmental Assessment Addendums	200,000	0	200,000	0	0	To undertake addendums to the existing accepted Municipal Class Environmental Assessment Studies for storm/drainage and stormwater management servicing works that need to be changed/modified.
ES3212	DC19GS0001	Stormwater Dingman Creek Floodplain Corridor EA	500,000	0	500,000	0	0	Stage 2 of the Dingman Creek Environmental Assessment to assess options within the Dingman Creek corridor to mitigate the anticipated increased flooding determined by the Upper Thames River Conservation Authority's Regulatory Floodplain Update.
ES4415	DC14-GS00008	Wastewater Future Development Charge Studies 2019	250,000	0	250,000	0	0	To undertake the Future Development Charge Study in 2019. This project is now closed.
ES5402	DC14GS0027	Biosolids Master Plan	400,000	332,400	67,600	0	2,673	Evaluation of alternatives for handling biosolids generated at City Wastewater Treatment Plants.
ES4418	DC19GS0004	Inflow and Infiltration Reduction Study	300,000	0	300,000	0	0	Funding to undertake Inflow and Infiltration (I&I) Reduction Studies to find ways to reduce I&I and reduce the amount of water being sent to Wastewater Treatment Plant's, reduce basement flooding, and reduce the effects of wet weather.
EW3313	DC19GS0008	South London Water Servicing	500,000	0	500,000	0	98,616	To examine growth needs in the high level areas of the City and make recommendations to the timing and need of multiple future growth projects.
EW377217	DC14-GS00022	2017 Water Efficiency Program	381,380	350,870	30,510	0	2,510	To undertake a water efficiency strategy to promote awareness of water issues. Water efficiency/conservation program will be a requirement of the new Municipal Water Licensing Plan. Water efficiency preserves system capacity for future growth. This project is now closed.
EW377218	DC14-GS00022	2018 Water Efficiency Program	330,570	305,080	25,490	0	6,653	To undertake a water efficiency strategy to promote awareness of water issues. Water efficiency/conservation program will be a requirement of the new Municipal Water Licensing Plan. Water efficiency preserves system capacity for future growth.
EW377219	DC19GS0011	2019 Water Efficiency Program	1,240,000	1,140,800	99,200	0	6,171	To undertake a water efficiency strategy to promote awareness of water issues. Water efficiency/conservation program will be a requirement of the new Municipal Water Licensing Plan. Water efficiency preserves system capacity for future growth.
EW33122017	DC14-GS00012	2019 Water Development Charge Study	250,000	0	250,000	0	0	Background study to determine future watermain needs to service growth, including timing and growth splits for the 2019 Development Charge Background Study. This project is now closed.
Totals			\$10,803,200	\$3,420,500	\$7,382,700	\$0	\$201,520	

*Amounts Subject to Rounding

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Table 14: Summary of Approved Projects Funded From Police Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
PP446519	DC19PS2001	Officer Outfitting Due to Growth (2019-2023)	102,876	0	102,876	0	62,847	To provide for outfitting costs for new officers.
Totals			\$102,876	\$0	\$102,876	\$0	\$62,847	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 15: Summary of Issued Debt For Approved Projects Funded From Police Levies

Capital Project Number	DC ID Number	Capital Project Title	Debt By-law #	Original Debt Issued for Growth Share	Year of Debt Issue/Retired	Principal outstanding at the end of 2020	CSRF debt payment (P&I) on issued debt
PP4460	Pre-2014 DC	Police Facilities	D-762-86	3,500,000	2010/2030	1,662,500	254,637
PP4460	Pre-2014 DC	Police Facilities	D.-768-283	3,719,400	2013/2023	1,219,517	442,390
		Debt Discount					2,553
		Accrued Interest					-5,999
Totals				\$7,219,400		\$2,882,017	\$693,582

*Amounts Subject to Rounding

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Table 16: Summary of Approved Projects Funded From Fire Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
FS1087	DC14FS0001	New Fire Station #15	500,000	176,500	323,500	0	0	To acquire land, design & construct a fire station to achieve specified response time to southeast portion of city.
Totals			\$500,000	\$176,500	\$323,500	\$0	\$0	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 17: Summary of Approved Projects Funded From Parks and Recreation Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
PD2042	2009 DC	2009 New Open Space Network	491,500	210,600	280,900	0	0	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan.
PD2125	DC19PR5064	New Thames Valley Pathway - North Branch	1,500,000	635,426	864,574	0	478,999	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks and Recreation Master Plan. Planned works are in areas of "Growth".
PD2162	DC14-PR00045	New Urban Civic Spaces	2,106,436	1,702,000	404,436	0	11,510	Create unique urban spaces within the city's urban core neighbourhoods and the downtown.
PD2174	DC19GS0025	Subwatershed Studies (2019-2023)	80,000	16,000	64,000	0	0	To review subwatershed study recommendations and targets more comprehensively and document successes/challenges in meeting established targets.
PD2179	DC19GS0024	New ESA Conservation Master Plan	358,400	118,272	240,128	0	0	These studies are completed for the management of Environmentally Significant Area lands acquired by the City due to growth, and were previously included within the cost of Parks and Recreation Environmentally Significant Area park projects.
PD2253	Pre-2014 DC	2010 Environmental Significant Areas	244,967	120,599	124,368	0	8,146	Develop and implement conservation master plans and site plans for all new Environmentally Significant Areas to ensure long-term conservation integrity and access for appropriate recreation opportunities.
RC2755	DC14-PR00001	Multi-purpose Recreation Centre - Southwest	56,088,465	43,957,765	5,130,700	7,000,000	0	The Master Plan recognized a need for new or enhanced facilities in the south west. This project is planned to improve the supply, distribution and quality of community facilities. This centre will address the need for community space, gymnasias, pools and ice pads in the south west.
RC2756	DC14-PR00003	Multi-purpose Recreation Centre - East	23,384,735	17,281,335	111,200	5,992,200	0	A Multipurpose recreation centre to be constructed in the east area of the City in East Lions Park to commence in 2016. This facility will house gymnasiums, activity rooms, indoor pool and outdoor amenities complete with parking and public outdoor spaces.
RC2758	DC14PR0002	Multi-Purpose Recreation Centre - Southeast	25,955,716	23,044,802	2,082,514	828,400	0	The Master Plan recognized a need for new or enhanced facilities in the east south east. This project is planned to improve the supply, distribution and quality of community facilities. This centre will address the need for community space, gymnasiums, activity rooms, twin pad arena and outdoor amenities.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 17: Summary of Approved Projects Funded From Parks and Recreation Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
RC2782	DC14PR0011	New Spray Pad Riverbend	398,800	42,586	356,214	0	349,617	To respond to existing demand in accordance with the Parks and Recreation Strategic Masterplan and the Aquatic Services Review.
RC2783	DC19PR1200	New Spray Pad (2019-2023)	500,000	50,000	450,000	0	0	To respond to existing demand in accordance with the Parks and Recreation Strategic Masterplan and the Aquatic Services Review.
PD1033-11	Pre-2014 DC	2011 New District Parks	422,154	135,761	286,393	0	5,739	To develop new district parks in "Growth Areas" on a priority basis to provide "drive to" district recreation facilities such as upgraded sports fields, path systems and accessible play structures, skate board parks, tennis courts, spray pads, and other unique park amenities. This project is now closed.
PD103318	DC14-PR00033 DC14-PR00034	2018 New District Parks	54,846	23,639	31,207	0	0	To develop new district parks in "Growth Areas" on a priority basis to provide "drive to" district recreation facilities such as upgraded sports fields, path systems and accessible play structures, skate board parks, tennis courts, spray pads, and other unique park amenities.
PD1382-14	DC14-PR00014 DC14-PR00015	2014 New Neighbourhood Parks	494,001	211,083	282,918	0	0	To develop new neighbourhood parks in "Growth Areas" as subdivision are constructed.
PD1382-15	DC14-PR00016 to DC14-PR00018	2015 New Neighbourhood Parks	260,000	60,200	199,800	0	30,528	To develop new neighbourhood parks in "Growth Areas" as subdivision are constructed.
PD138216	DC14-PR00019	2016 New Neighbourhood Parks	220,000	50,900	169,100	0	22,625	To develop new neighbourhood parks in "Growth Areas" as subdivision are constructed.
PD138217	DC14-PR00014 to DC14-PR00032	2017 New Neighbourhood Parks	183,591	68,291	115,300	0	0	To develop new neighbourhood parks in "Growth Areas" as subdivision are constructed. This project is now closed.
PD138218	DC14-PR00014 to DC14-PR00032	2018 New Neighbourhood Parks	150,000	34,700	115,300	0	0	To develop new neighbourhood parks in "Growth Areas" as subdivision are constructed.
PD2043-11	Pre-2014 DC	2011 New Open Space Network	602,047	177,747	424,300	0	64,661	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan.
PD2043-12	Pre-2014 DC	2012 New Open Space Network	620,000	262,700	357,300	0	-1	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan. This project is now closed.

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 17: Summary of Approved Projects Funded From Parks and Recreation Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
PD2043-13	Pre-2014 DC	2013 New Open Space Network	304,331	85,000	219,331	0	0	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan. This project is now closed.
PD2043-14	DC14-PR00057	2014 New Open Space Network	51,032	27,557	23,475	0	0	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan. This project is now closed.
PD2043-15	DC14-PR00057 to PR00086	2015 New Open Space Network	700,000	296,500	403,500	0	72,116	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan.
PD204316	DC14-PR00057 to PR00086	2016 New Major Open Space Network	1,730,000	732,700	997,300	0	0	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan.
PD204317	Pre-2014 DC	2017 New Major Open Space Network	915,000	387,600	527,400	0	0	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan.
PD204318	Pre-2014 DC	2018 New Major Open Space Network	869,637	386,343	483,294	0	87,803	Annual program to provide linkages and passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the sub watershed planning process and Parks & Recreation Master Plan.
PD2124-11	Pre-2014 DC	2011 New Thames Valley Parkway	400,000	251,100	148,900	0	0	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks and Recreation Master Plan. Planned works are in areas of "Growth". This project is now closed.
PD2124-12	Pre-2014 DC	2012 New Thames Valley Parkway	50,000	12,800	37,200	0	0	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks and Recreation Master Plan. Planned works are in areas of "Growth".
PD2124-13	Pre-2014 DC	2013 New Thames Valley Parkway	500,000	102,700	397,300	0	120,038	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks and Recreation Master Plan. Planned works are in areas of "Growth".

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 17: Summary of Approved Projects Funded From Parks and Recreation Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
PD2124-15	DC14-PR00092 to PR00102	2015 New Thames Valley Pathway	1,175,000	497,700	677,300	0	29,925	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks and Recreation Master Plan. Planned works are in areas of "Growth".
PD212416	DC14-PR00092 to PR00102	2016 New Thames Valley Pathway	250,000	105,900	144,100	0	0	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks and Recreation Master Plan. Planned works are in areas of "Growth".
PD212417	DC14-PR00092 TO PR00102	2017 New Thames Valley Pathway	1,050,000	444,700	605,300	0	0	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks and Recreation Master Plan. Planned works are in areas of "Growth".
PD212418	DC14-PR00092 TO PR00102	2018 New Thames Valley Pathway	1,355,000	573,900	781,100	0	38,106	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks and Recreation Master Plan. Planned works are in areas of "Growth".
PD2181-15	DC14-PR00087 to PR00090	2015 New Sportspark	150,000	63,500	86,500	0	0	To develop new major infrastructure to support major recreational facilities in order to support competitive and tournament level play.
PD218116	DC14-PR00087 to PR00090	2016 New Sportspark	600,000	258,000	342,000	0	157,440	To develop new major infrastructure to support major recreational facilities in order to support competitive and tournament level play.
PD218117	DC14-PR00087 to PR00090	2017 New Sportspark	800,000	361,900	438,100	0	218,337	To develop new major infrastructure to support major recreational facilities in order to support competitive and tournament level play.
PD218118	DC14-PR00087 to PR00090	2018 New Sportspark	3,411,183	1,456,137	1,955,046	0	1,219,067	To develop new major infrastructure to support major recreational facilities in order to support competitive and tournament level play.
PD2230-15	DC14-PR00004 to PR00116	2015 New Field Houses	150,000	15,000	135,000	0	43,438	To support the design and implementation of washroom and change room facilities in new district parks and new sport parks.
PD223016	DC14-PR00004 to PR00116	2016 New Field Houses	600,000	195,000	405,000	0	287,467	To support the design and implementation of washroom and change room facilities in new district parks and new sport parks.
PD2253-12	Pre-2014 DC	2012 Environmental Significant Areas	170,000	85,235	84,765	0	1,465	Develop and implement conservation master plans and site plans for all new Environmentally Significant Areas to ensure long-term conservation integrity and access for appropriate recreation opportunities.
PD2253-13	Pre-2014 DC	2013 Environmental Significant Areas	280,000	140,400	139,600	0	0	Develop and implement conservation master plans and site plans for all new Environmentally Significant Areas to ensure long-term conservation integrity and access for appropriate recreation opportunities. This project is now closed.

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Table 17: Summary of Approved Projects Funded From Parks and Recreation Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
PD2253-15	DC14-PR00103 to PR00113	2015 Environmentally Significant Areas	15,000	7,300	7,700	0	0	Develop and implement conservation master plans and site plans for all new Environmentally Significant Areas to ensure long-term conservation integrity and access for appropriate recreation opportunities.
PD225317	DC14-PR00103 to PR00113	2017 Environmentally Significant Areas	80,000	38,800	41,200	0	5,963	Develop and implement conservation master plans and site plans for all new Environmentally Significant Areas to ensure long-term conservation integrity and access for appropriate recreation opportunities.
PD225318	DC14-PR00103 to PR00113	2018 Environmentally Significant Areas	270,033	132,966	137,067	0	0	Develop and implement conservation master plans and site plans for all new Environmentally Significant Areas to ensure long-term conservation integrity and access for appropriate recreation opportunities.
PD225319	DC19PR0900	New Environmentally Significant Areas (2019-2023)	250,000	111,612	138,388	0	0	Develop and implement conservation master plans and site plans for all new Environmentally Significant Areas to ensure long-term conservation integrity and access for appropriate recreation opportunities.
PD2765-15	DC14-PR000050 to PR000056	2015 New Woodland Parks	60,000	13,900	46,100	0	0	Initial management and setup of newly acquired woodland parks. This project is now closed.
PD276516	DC14-PR000050 to PR000056	2016 New Woodland Parks	67,698	15,638	52,060	0	7,462	Initial management and setup of newly acquired woodland parks. This project is now closed.
PD276517	DC14-PR000050 to PR000056	2017 New Woodland Parks	157,302	36,362	120,940	0	54,767	Initial management and setup of newly acquired woodland parks.
PD3019-13	Pre-2014 DC	2013 New Urban Parks	100,000	25,600	74,400	0	1,455	To construct new urban parks, plazas and civic spaces in growth areas to reflect new design. This project is now closed.
PD3019-15	DC14-PR00039 to PR00044	2015 New Urban Parks	350,000	81,000	269,000	0	221,320	To construct new urban parks, plazas and civic spaces in growth areas to reflect new design.
PD301917	DC14-PR00039 to PR00044	2017 New Urban Parks	160,000	37,000	123,000	0	123,000	To construct new urban parks, plazas and civic spaces in growth areas to reflect new design.
PD301918	DC14-PR00039 to PR00044	2018 New Urban Parks	600,000	138,800	461,200	0	0	To construct new urban parks, plazas and civic spaces in growth areas to reflect new design.
PK103319	DC19PR0200	New District Parks (2019-2023)	1,598,500	696,543	901,957	0	220	To develop new district parks in "Growth Areas" on a priority basis to provide drive to district recreation facilities such as upgraded sports fields, path systems and accessible play structures, skate board parks, tennis courts, spray pads, and other unique park amenities.
PK138219	DC19PR0100	Neighbourhood Parks (2019-2023)	615,600	109,777	505,823	0	43,829	To develop new neighbourhood parks in the "Growth Areas" as subdivisions are constructed. Includes; play equip., pathways, tree planting, benches, parking, drainage & recreation amenities.

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Table 17: Summary of Approved Projects Funded From Parks and Recreation Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
PK204319	DC19PR0600	New Major Open Space (2019-2023)	2,282,000	867,958	1,414,042	0	5,595	Provide linkages & passive recreation opportunities in new Community Areas along creeks, valleys and upland corridors. To implement recommendations from the subwatershed planning process & Parks & Recreation Master Plan.
PK212419	DC19PR0800	New Thames Valley Parkway	3,499,100	1,348,358	2,150,742	0	20,189	To provide a City-wide continuous multi-use pathway through the Thames Valley for public use and enjoyment. To implement recommendations of the Parks & Recreation Master Plan and Thames Valley Corridor Plan.
PK218119	DC19PR0700	New Sportspark (2019-2023)	1,693,800	687,338	1,006,462	0	0	To develop major infrastructure to support major recreational facilities in order to support expanded competitive and tournament level play. To also develop lands in new 'growth' areas to meet sports field deficiencies.
PK218519	DC19PR1000	New Pedestrian Bridges	2,325,000	590,414	0	1,734,586	0	This program implements pedestrian bridges and tunnels along the recreational pathway system in order to fully connect new growth areas to the City's broader recreational pathway system.
PK223019	DC19PR1100	New Field House (2019-2023)	900,000	280,724	619,276	0	0	The 'new field house' capital budget supports the design and implementation of washroom and change room facilities in new district parks and new sport parks. These field houses are implemented in growth areas and supports organized sport programs such as soccer, football and baseball, etc. in keeping with the City's current level of service.
PK301919	DC19PR0300	New Urban Parks (2019-2023)	3,365,700	633,929	2,731,771	0	25,554	To construct new urban parks in growth areas to reflect new design standards for smaller spaces in neighbourhoods.
UF276519	DC19PR0500	Woodland Parks (2019-2023)	602,000	104,628	497,372	0	0	Initial management and setup of newly acquired woodland parks. These have been identified through the Development Charges study as a distinct type of park.
Totals			\$148,618,574	\$100,642,725	\$32,420,663	\$15,555,186	\$3,756,380	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 18: Summary of Issued Debt For Approved Projects Funded From Parks and Recreation Levies

Capital Project Number	DC ID Number	Capital Project Title	Debt By-law #	Original Debt Issued for Growth Share	Year of Debt Issue/Retired	Principal outstanding at the end of 2020	CSRF debt payment (P&I) on issued debt
RC2762	Pre-2014 DC	Multi-Purpose Rec Centre #1 (North)	D-767-265	3,400,000	2012/2022	748,777	394,608
RC2755	DC14-PR00001	Multi-purpose Recreation Centre - Southwest	D-774-91	7,000,000	2018/2028	5,733,000	807,212
RC2756	DC14-PR00003	Multi-purpose Recreation Centre - East	D-775-80	2,365,000	2019/2029	2,151,441	268,022
RC2756	DC14-PR00003	Multi-purpose Recreation Centre - East	D776-135	2,700,000	2020/2030	2,700,000	18,671
		Debt Discount					9,531
		Accrued Interest					-4,944
Totals				\$15,465,000		\$11,333,218	\$1,493,100

*Amounts Subject to Rounding

Table 19: Summary of Authorized Unissued Debt For Approved Projects Funded From Parks and Recreation Levies

Capital Project Number	DC ID Number	Capital Project Title	Authorized but not Issued	Expected Year of Debt Issue
RC2756	DC14-PR00003	Multi-purpose Recreation Centre - East (Aquatics)	927,200	2022
RC2758	DC14PR0002	Multi-Purpose Recreation Centre - Southeast	828,400	2024
PK218519	DC19PR1000	New Pedestrian Bridges and Tunnels (2019-2023)	1,734,586	2024
Totals			\$3,490,186	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 20: Summary of Approved Projects Funded From Transit Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
MU1176	DC19TS2002	Conventional Transit (Growth) PTIS	3,251,600	2,904,721	346,879	0	0	Ongoing program of expanding the transit fleet supporting growth in service in new service areas.
Totals			\$3,251,600	\$2,904,721	\$346,879	\$0	\$0	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 21: Summary of Approved Projects Funded From Library Levies

Capital Project Number	DC ID Number	Capital Project Title	Total Project Life to date Budget	Tax/Rate Supported plus Other Sources of Financing	City Services Reserve Fund (CSRF) Commitment	Debt (DC Rate Supported)	CSRF Amount Transferred to (from) Capital Fund in 2020	Project Description
RC3464	DC14LS0002	Northwest Branch Library	6,686,000	4,149,586	367,400	2,169,014	0	To acquire land, design and construct a new full service branch library to accommodate population growth.
RC3466	DC14LS0001	Southeast Branch Library	5,118,000	1,468,200	500,900	3,148,900	0	To acquire land, design and construct a new full service branch library to accommodate population growth.
RC3467	DC14LS0003	LSA 13 - Southeast Collections	250,000	25,000	225,000	0	0	The collection at a new Southeast branch requires expansion to maintain service standards and provide adequate choices and variety to an increasing number of patrons accessing the new branch.
RC3468	DC14LS0004	LSA 13 -Northwest Collections	250,000	25,000	225,000	0	0	The collection at a new Northwest branch requires expansion to maintain service standards and provide adequate choices and variety to an increasing number of patrons accessing the new branch.
Totals			\$12,304,000	\$5,667,786	\$1,318,300	\$5,317,914	\$0	

*Amounts Subject to Rounding

Appendix A - Statement of Development Charge (DC) Reserve Fund Activity for the year ending December 31, 2020

Table 22: Summary of Authorized Unissued Debt For Approved Projects Funded From Library Levies

Capital Project Number	DC ID Number	Capital Project Title	Authorized but not Issued	Expected Year of Debt Issue
RC3464	DC14LS0002	Northwest Branch Library	2,169,014	2024
RC3466	DC14LS0001	Southeast Branch Library	3,148,900	2023
Total			\$5,317,914	

*Amounts Subject to Rounding

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: Elected Officials and Appointed Citizen Members 2021 Remuneration

Date: May 10, 2021

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated May 10, 2021 entitled “Elected Officials and Appointed Citizen Members 2021 Remuneration” BE RECEIVED for information.

Executive Summary

Remuneration for the City of London’s elected officials and appointed citizen members of local boards and commissions, where stipends are paid, is adjusted annually as set out in the ‘Remuneration for Elected Officials and Appointed Citizen Members Policy’ adopted by By-law No. CPOL.-70(a)-408. In accordance with this policy, 2021 remuneration will increase by 0.7% over 2020 effective January 1, 2021. This reflects the lesser of the Labour Index, or the Consumer Price Index, Ontario.

Linkage to the Corporate Strategic Plan

Council’s 2019-2023 Strategic Plan for the City of London identifies ‘Leading in Public Services’ as a strategic area of focus. By reporting out on this increase, this achieves the expected result of improving public accountability and transparency.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Strategic Priorities and Policy Committee, August 21, 2017, Item # 3, Final Report of the Council Compensation Review Task Force

Corporate Services Committee, April 16, 2019, Consent Item # 2.1, Appointed Citizen Members 2019 Remuneration

2.0 Discussion and Considerations

2.1 Annual Adjustment

The ‘Remuneration for Elected Officials and Appointed Citizen Members Policy’ (the Policy) sets out the formula for how the annual remuneration is adjusted for elected officials and appointed citizen members of local boards and commissions whose remuneration is paid by the City of London. As part of the ‘Final Report of the 2016 Council Compensation Review Task Force’ this formula was reviewed, and this approach was recommended to be continued.

Stipends for elected officials and appointed citizen members of local boards and commissions are to be adjusted annually on January 1st by the percentage increase reflected in the Labour Index, on the understanding that:

- if such an index reflects a negative percentage, the annual adjustment to the salaries of the elected officials and appointed citizen members will be 0%;
- on the further understanding that if the Labour Index has increased by a percentage greater than the Consumer Price Index, Ontario, the annual percentage increase in the salaries and honorariums of the elected officials and appointed citizen members will be no greater than the increase in the Consumer Price Index, Ontario; and
- whereby the escalator for annual adjustment purposes shall not be applied in those years where the non-union staff wages are frozen.

For 2021, non-union staff wages are not frozen, so a compensation adjustment for elected officials and appointed citizen members of local boards and commissions, where a stipend is paid, will follow the Policy.

As at the end of December 2020, the Labour Index increased by 2.7%^a over the prior year whereas the Consumer Price Index, Ontario increased by 0.7%^b. The table below outlines the impact on the remuneration of elected officials for 2021 with the 0.7% increase applied.

	Current Remuneration	2021 Remuneration as adjusted
Mayor	\$ 141,200	\$ 142,188
Councillor	\$ 52,358	\$ 52,725

3.0 Financial Impact/Considerations

The recommended increases for 2021 have been accommodated within the approved 2020-2023 Multi-year Operating Budget.

Conclusion

In accordance with Council Policy, elected officials and appointed citizen members to local boards and commissions, where stipends are paid, will receive a 0.7% increase in remuneration effective (retroactively), January 1, 2021.

Prepared and Submitted by: Ian Collins, CPA, CMA,
Director, Financial Services

Recommended by: Anna Lisa Barbon, CPA, CGA,
Deputy City Manager, Finance Supports

^a CANSIM Table 14-10-0213-01 'Fixed weighted index of average hourly earnings for all employees, by industry, monthly.

^b CANSIM Table 18-10-0005-01 'Consumer Price Index, annual average, not seasonally adjusted

7 May 2021

Members and Chair
Corporate Services Committee

Remuneration for Elected Officials and Appointed Citizens

Dear Colleagues,

Following existing council policy on remuneration for elected officials and appointed citizens would result in an inflationary increase of approximately 0.7% for 2021, as that is the percentage change in the Canadian Price Index for Ontario at the end of December 2020 and the value is lower than the change in the labour index over the same period.

By July of 2020, London and the rest of the country had been in the midst of the COVID-19 pandemic for approximately 4 months. At that time, in consideration of the impact of COVID-19 on our economy, London City Council chose not to increase the remuneration of elected officials and appointed citizens. Given that we are now 14 months in, and the uncertainty and disruption caused by the pandemic continues, we believe it to be prudent to continue to forego the annual increase in remuneration that would be otherwise implemented as per council policy.

Therefore, we are seeking support for the following motion:

That, notwithstanding the provisions of Council Policy “Remuneration for Elected Officials and Appointed Citizen Members,” the remuneration for elected officials and appointed citizens NO INCREASE to remuneration for elected officials or appointed citizens be made for 2021.



Jesse Helmer
Councillor, Ward 4



Maureen Cassidy
Councillor, Ward 5



Arielle Kayabaga
Councillor, Ward 13

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Michael Goldrup, Director of People Services
Subject: Employee Absenteeism 2020
Date: May 10, 2021

Recommendation

That, on the recommendation of the Michael Goldrup, Director of People Services, and concurrence of Lynne Livingstone, City Manager, that the following Report be received for information purposes.

Executive Summary

The purpose of this report is to provide an overview of the City of London's level of absenteeism in 2020, as well as outline the collaborative processes involved in ensuring employees a safe and early return to work following an absence from the workplace.

Civic Administration remains committed to continuous improvements with respect to assisting employees off work due to medical reasons. Despite these efforts, fluctuations in absenteeism levels are expected and will occur over time due to a variety of factors. Civic Administration monitors these fluctuations closely to determine whether any long term concerns exist and undertakes various initiatives as required.

Linkage to the Corporate Strategic Plan

Council's 2019-2023 Strategic Plan for the City of London (the "City") identifies several strategic areas of focus including "Leading in Public Service" by establishing the City as a leader in public service.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Report to Corporate Services Committee – July 13, 2020 – Employee Absenteeism

2.0 Discussion and Considerations

2.1 Overview of Claims Management, Return to Work Program and Statistics

The Corporation has various supports and resources available to assist employees that are off work due to medical reasons. Return to work supports include Union/Association - Management Return to Work Committees, modified work and accommodation programs, access to Occupational Health Physicians and Nurses, as well as benefits for Sick Leave, Short Term Disability (STD), Long Term Disability (LTD) and Workplace Safety and Insurance Board (WSIB) benefits. Civic Administration works collaboratively with our employees, Unions/Association, and insurers to implement supports and resources (e.g., mental health strategy, flu clinics, lunch and learns, fitness programs, weight loss challenges, yoga classes, EAP, medical surveillance programs, wellness Wednesdays, screen savers etc.) in this regard to provide employees a safe and healthy workplace. Civic Administration continues to build on these initiatives.

2.2.1 Claims Management (Sick, STD, LTD, WSIB)

Civic Administration works together with our employees in regard to applying for Sick, STD, LTD and WSIB benefits. This includes meeting with employees to ensure they understand the process and making sure they provide the appropriate documentation to the applicable party and/or insurer for determination of eligibility for benefits.

During the lifetime of a claim, Civic Administration maintains regular communication with the employee, manager, and insurer (if applicable) to ensure:

- ongoing medical documentation is provided to support the absence and ongoing benefit entitlement;
- the employee is referred to the appropriate health care provider;
- the employee is seeking and adhering to the recommended treatment plan;
- appropriate benefits are issued in accordance with the *Workplace Safety and Insurance Act (WSIA)*, contracts of insurance, applicable collective agreements, and applicable policies and/or procedures; and,
- modified work is offered, as required.

2.2.2 Employee Attendance Support Program

The Corporation is committed to maintaining a high standard of attendance, recognizing that it is an expectation of employment that all employees are responsible for their prompt and regular attendance at work. The Corporation recognizes that, from time to time, illness or injury may result in absenteeism. The Employee Attendance Support Plan is designed to promote and maintain standards of attendance for all employees and to provide supports to employees to achieve regular and improved attendance.

The Plan deals with non-culpable (non-blameworthy) absences, specifically absences arising from injury or illness that do not arise from a disability. The Plan ensures that absenteeism is managed through consistent non-disciplinary intervention strategies across the Corporation's work groups to assist employees in achieving regular and improved attendance.

2.2.3 Return to Work Program

The Corporation has a pro-active Return to Work Program based on a "functional" model. This model focuses on the employee's abilities and capabilities, rather than their specific medical condition.

Generally, when the Corporation is notified of an employee's illness or injury, the employee is contacted and provided documentation to take to their health care practitioner so their capabilities can be identified, and applicable supports can be provided. Civic Administration contacts the employee's manager to identify potential modified work options, if appropriate. Civic Administration also maintains a list of potential suitable modified work options that are available across the organization.

If an employee cannot be accommodated in their pre-disability position, alternative work may also be explored with the appropriate Union/Association – Management Return to Work Committee, where applicable.

Reasonable attempts are made to ensure employees, who are medically fit to return to work, do so in a timely manner. Employee progress is monitored with the objective of returning the employee to their pre-disability position. If this is not possible, permanent accommodation outside their pre-disability position is considered.

2.2.4 Statistical Overview - Sick, STD, LTD, WSIB

2.2.5 Sick

Most full-time employees and some part time employees are eligible for paid sick leave. Sick leave is payable at 100 percent of an employee's regular earnings to the extent of

their sick leave credits. Sick leave earning provisions vary across employee groups. Eligibility for sick leave is dependent on an employee providing medical documentation in accordance with the applicable collective agreement and/or relevant policies and procedures.

Despite the impacts of COVID-19, the Corporation's average lost hours due to paid sick has decreased from 70.8 hours in 2019 to 50.4 hours in 2020 (see Appendix A.1).

2.2.6 Short Term Disability ('STD')

Within the Corporation there are several STD plans that vary based on employee group. Typically, this benefit commences upon exhaustion of sick time or a five day waiting period and pays between 60 to 75 percent of the employee's pre-disability earnings. Medical documentation is provided by the employee to the insurer to determine if the employee qualifies for STD benefits in accordance with the relevant contract of insurance. Generally, if approved, STD benefits are payable for up to 26 weeks at which time the employee may be entitled to make application for LTD. During the STD period, medical documentation is required to determine ongoing entitlement.

The Corporation's average lost hours due to STD claims has increased from 12.6 hours in 2019 to 14.3 hours in 2020 (see Appendix B.1).

It should be noted that the Corporation's Claims Management and Return to Work Programs have been successful in ensuring employees an early and safe return to work and closing 79 of 86 active claims during 2020 (see Appendix B.2). Civic Administration has noted an increase in Short Term Disability claims in 2020 (see Appendix B.2).

2.2.7 Long Term Disability Claims ('LTD')

Upon exhaustion of STD benefits, or sick leave benefits for those employee groups who do not have STD benefits, employees may be entitled to make application for LTD benefits. LTD benefits typically pay between 66 to 75 percent of an employee's pre-disability earnings. Further medical documentation is required to determine if the employee qualifies for LTD benefits in accordance with the relevant contract of insurance. If approved, the first two years of LTD benefits are assessed based on an employee's ability to perform their own job. Generally, after two years, LTD benefits are assessed based on an employee's ability to perform any job.

The Corporation's average lost hours due to LTD claims has increased from 59.0 hours in 2019 to 61.3 hours in 2020 (see Appendix C.1).

It is important to note that the Corporation has approximately 58 employees on LTD whom the insurance carrier has deemed "unlikely to ever to return to work." These are claims in which there is no reasonable likelihood that the employee will ever return to work with or without active claims management. With the removal of these LTD claimants, the Corporation's average lost hours due to LTD claims has increased from 23.4 hours in 2019 to 26.2 hours in 2020 (see Appendix C.2).

Civic Administration has noted an increase in LTD claims in 2020 (see Appendix C.3) and will continue to monitor.

2.2.8 Workplace Safety and Insurance Board Claims ('WSIB')

WSIB benefits are payable to any employee who is deemed to have incurred a workplace injury or illness as determined by WSIB. To qualify for WSIB loss of earning benefits, employees are required to submit medical documentation to authorize any absence. WSIB loss of earning benefits are typically paid at 85 percent of an employee's pre disability net earnings.

The Corporation's average lost hours due to WSIB claims has increase from 11.8 hours in 2019 to 17.5 hours in 2020 (see Appendix D.1). This increase is primarily because of the increase in WSIB incidents in the London Fire Department related to presumptive post-traumatic stress disorder.

Like LTD, it is important to note that the Corporation has approximately 8 employees on WSIB whom the insurance Carrier has deemed “unlikely to ever to return to work.” These are claims in which there is no reasonable likelihood that the employee will ever return to work with or without active claims management. With the removal of these WSIB claims the average lost hours due to WSIB increased from 6.5 hours in 2019 to 13.6 hours 2020 (see Appendix D.2.).

The Corporation’s Claims Management and Return to Work Program focuses on ensuring employees an early and safe return to work. This has resulted in a return to work rate of approximately 91% (see Appendix D.3.).

2.2.9 Time off Based on Total Annual Hours

The chart in Appendix E.1 provides information regarding the percentage of total time off based on annual hours typically scheduled by employee group and by category of claim.

Conclusion

Civic Administration remains committed to working with employees and Unions/ Association with respect to absenteeism. Together we have taken steps to reduce the level of absenteeism in the workplace. As previously discussed, fluctuations in absenteeism levels are expected and will occur over time due to a variety of factors. Civic Administration monitors these fluctuations closely to determine whether any long-term concerns exist, and actions are required. As noted, the age demographics of City employees continues to change. Specifically, the percentage of employees that fall within the age range of 40 to 75 continues to increase across most employee groups, albeit some greater than others. It is expected that the percentage of employees that fall within these age ranges will continue to increase over the next few years. This has impacted absenteeism levels.

Furthermore, efforts are currently underway in Service Areas to consider the impacts of mental health on employee absenteeism. Working with our employees to identify strategies to assist, will be key in the years moving forward. This is part of the larger strategy being undertaken by Civic Administration to develop a renewed and shared vision for safe workplaces.

Prepared by:	Gary Bridge, Manager, Human Resources and Corporate Services
Recommended by:	Michael Goldrup, Director of People Services
Concurred by:	Lynne Livingstone, City Manager

Appendix A.1 Paid Sick – Average Lost Hours 2007 - 2020

Employee Group	2007 Hrs	2008 Hrs	2009 Hrs	2010 Hrs	2011 Hrs	2012 Hrs	2013 Hrs	2014 Hrs	2015 Hrs	2016 Hrs	2017 Hrs	2018 Hrs	2019 Hrs	2020 Hrs
CUPE 101	60.9	52.1	49.7	47.5	51.4	51.6	52.1	57.0	46.9	55.9	55.2	55.0	57.2	42.8
CUPE 107	80.7	67.4	64.2	69.4	70.3	69.7	68.6	63.9	72.9	66.9	77.6	76.8	78.7	60.7
DEARNESS SEIU LOCAL 1.0N	33.6	21.6	67.9	50.6	45.2	36.2	27.8	52.2	66.1	25.7	19.5	91.9	58.7	16.4
DEARNESS UNIFOR 302 (CAW)	81.9	52.3	57.9	71.0	57.0	53.5	54.7	50.9	45.4	54.8	57.0	59.3	66.5	40.9
LPFFA	118.2	97.6	96.1	95.2	86.8	79.4	99.2	97.9	98.5	99.5	105.1	93.5	120.6	74.6
MANAGEMENT	44.5	33.6	37.6	35.8	35.3	40.0	37.7	46.5	40.3	37.4	48.4	40.0	48.9	36.7
RNFT	-	-	97.0	89.7	174.8	183.5	87.7	78.2	40.6	57.6	45.8	55.0	41.3	50.7
AVERAGE	74.8	61.0	60.2	60.7	60.0	59.1	61.6	63.2	60.4	61.8	67.2	63.2	70.8	50.4

Note: Management Employees paid sick and STD benefits are combined into one Program and reported collectively under Paid Sick.

Appendix B.1 - Short Term Disability - Average Lost Hours 2007 – 2020

Employee Group	2007 Hrs	2008 Hrs	2009 Hrs	2010 Hrs	2011 Hrs	2012 Hrs	2013 Hrs	2014 Hrs	2015 Hrs	2016 Hrs	2017 Hrs	2018 Hrs	2019 Hrs	2020 Hrs
CUPE 101	13.3	19.0	21.5	12.7	16.5	17.5	16.5	14.2	23.1	23.4	26.3	32.3	16.0	14.4
CUPE 107	15.0	10.3	9.6	9.1	4.8	21.3	12.9	26.1	12.9	12.4	17.8	19.5	11.2	17.6
DEARNESS SEIU LOCAL 1.ON	56.0	88.1	7.6	27.0	0.0	0.0	0.0	0.0	0.0	24.0	67.5	130.0	79.0	64.0
DEARNESS UNIFOR 302 (CAW)	31.4	38.2	56.6	54.9	39.3	54.8	49.0	39.0	53.8	16.6	40.0	31.7	58.0	72.8
LPFFA	2.8	6.2	2.5	4.8	8.9	1.9	5.3	7.8	10.7	10.5	8.2	15.9	9.2	9.1
MANAGEMENT	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	.7***
RNFT	-	-	0.0	12.0	0.0	0.0	0.0	212.0**	0.0	0.0	0.0	0.0	0.0	0.0
AVERAGE	10.5	12.3	13.0	10.4	10.5	*14.3	12.3	15.0	15.7	13.4	16.6	19.8	12.6	14.3

*result of historical change

**Due to the small employee group, one absence can have a significant impact

*** Note a Local 101 employee was in a temporary Mgmt position

Appendix B.2 - Short Term Disability – Opened and Closed Claims

Year	Total New Claims Opened in Year	Total Claims Closed/RTW in Year*
2007	61	54
2008	70	60
2009	71	68
2010	70	88
2011	81	91
2012	78	81
2013	67	63
2014	79	76
2015	76	81
2016	89	79
2017	105	91
2018	109	107
2019	90	75
2020	86	79

*Total Claims Closed/RTW in Year may include claims opened in prior years.

Appendix C.1 Long Term Disability – Average Lost Hours 2007 – 2020

Employee Group	2007 Hrs	2008 Hrs	2009 Hrs	2010 Hrs	2011 Hrs	2012 Hrs	2013 Hrs	2014 Hrs	2015 Hrs	2016 Hrs	2017 Hrs	2018 Hrs	2019 Hrs	2020 Hrs
CUPE 101	32.1	31.4	43.2	55.2	49.6	55.3	56.7	58.4	57.2	62.1	68.5	86.5	95.9	84.2
CUPE 107	86.5	75.2	67.0	28.0*	52.2	51.6	54.4	50.3	46.1	34.6	56.7	60.6	52.1	58.9
DEARNESS SEIU LOCAL 1.ON	0.0	87.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.5	14.0	9.0	198.0**
DEARNESS UNIFOR 302 (CAW)	94.6	107.7	129.3	189.5	186.5	143.1	142.7	157.2	127.1	137.6	130.0	114.2	128.6	193.7
LPFFA	0	0.4	5.7	1.2	3.6	5.0	0.6	0	4.3	14.9	18.8	22.2	28.6	22.7
MANAGEMENT	29.9	17.9	15.7	15.6	13.0	10.1	11.7	3.9	5.5	5.4	12.0	13.2	19.9	26.6
RNFT	-	-	0.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0
AVERAGE	42.4	38.3	41.5	38.5*	42.3	41.4	42.2	41.2	38.9	40.1	48.5	54.7	59.0	61.3

*Note: includes a significant historical adjustment as a result of a WSIB appeals decision

**substantial increase is due to small number of employees in this group and impact of 1 person on LTD.

Appendix C.2 - Long Term Disability WITHOUT Claims which have been deemed “Unlikely to Ever Return to Work” – Average Lost Hours 2007 – 2020

Employee Group	2007 Hrs	2008 Hrs	2009 Hrs	2010 Hrs	2011 Hrs	2012 Hrs	2013 Hrs	2014 Hrs	2015 Hrs	2016 Hrs	2017 Hrs	2018 Hrs	2019 Hrs	2020 Hrs
CUPE 101	9.6	9.1	13.1	17.7	14.0	20.6	12.7	14.3	17.4	24.5	18.2	27.3	38.6	28.3
CUPE 107	12.1	9.9	10.2	11.3	6.3	14.4	12.3	13.7	14.4	(4.1)*	18.1	15.5	11.0	17.3
DEARNESS SEIU LOCAL 1.ON	0.0	82.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.5	14.0	9.0	198.0
DEARNESS UNIFOR 302 (CAW)	15.1	23.4	48.9	84.2	53.5	48.0	45.2	42.0	23.9	23.4	16.2	8.8	30.0	80.3
LPFFA	-	0.4	5.6	1.2	3.6	5.5	0.6	-	4.3	14.9	18.9	21.2	12.6	19.3
MANAGEMENT	6.3	4.6	1.0	4.9	2.6	0.0	4.3	0.0	5.5	5.4	3.3	5.7	0.0	0.0
RNFT	-	-	0.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0	0.0	0.0
AVERAGE	8.1	7.9	10.7	14.7	10.2	14.0	10.6	10.5	12.4	12.3*	15.0	17.7	23.4	25.2

*Note: includes a significant historical adjustment as a result of a WSIB appeals decision

Appendix C.3 - Long Term Disability – Opened and Closed Claims

Year	Total New Claims Opened in Year	Total Claims Closed/RTW in Year*
2007	67	21
2008	66	17
2009	66	11
2010	75	22
2011	70	18
2012	80	23
2013	75	22
2014	75	24
2015	79	24
2016	75	24
2017	86	19
2018	111	35
2019	104	26
2020	109	33

*Total Claims Closed/RTW in Year may include claims opened in prior years.

Appendix D.1 - WSIB – Average Lost Hours - 2007 – 2020

Employee Group	2007 Hrs	2008 Hrs	2009 Hrs	2010 Hrs	2011 Hrs	2012 Hrs	2013 Hrs	2014 Hrs	2015 Hrs	2016 Hrs	2017 Hrs	2018 Hrs	2019 Hrs	2020 Hrs
CUPE 101	3.8	2.3	4.2	5.6	5.2	2.7	3.3	2.1	0.8	0.8	4.6	4.2	0.3	0.3
CUPE 107	30.9	34.0	28.1	52.4*	28.4	19.1	16.7	17.6	21.5	31.3	25.3	25.6	28.3	27.5
DEARNESS SEIU LOCAL 1.ON	0.0	0.0	0.0	0.0	0.0	0.0	9.8	0.2	0.0	0.0	0.0	0.0	0.0	0.0
DEARNESS UNIFOR 302 (CAW)	41.9	61.7	25.8	27.0	18.7	18.7	19.7	24.1	36.0	11.8	10.0	10.5	10.1	12.3
LPFFA	3.5	9.8	18.2	8.5	10.7	19.6	16.4	16.5	21.9	20.8	26.4	16.7	26.3	64.0*
MANAGEMENT	0.3	0.4	0.0	0.1	0.0	0.8	1.1	1.3	0.4	0.8	0.5	7.0	2.6	0.2
RNFT	-	-	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
AVERAGE	11.9	14.3	13.1	17.6*	11.4	10.1	9.2	9.2	11.1	11.7	12.4	11.9	11.8	17.5

*Note: includes a significant historical adjustment as a result of a WSIB decision

Appendix D.2 – WSIB WITHOUT Claims which have been deemed “Unlikely to Ever Return to Work” – Average Lost Hours - 2007 – 2020

Employee Group	2007 Hrs	2008 Hrs	2009 Hrs	2010 Hrs	2011 Hrs	2012 Hrs	2013 Hrs	2014 Hrs	2015 Hrs	2016 Hrs	2017 Hrs	2018 Hrs	2019 Hrs	2020 Hrs
CUPE 101	3.8	2.3	4.2	5.6	2.8	0.3	0.9	2.1	0.8	0.8	4.6	4.2	0.3	0.1
CUPE 107	27.0	30.1	15.7	5.4	12.4	5.0	4.6	5.0	4.9	14.6	7.5	8.2	12.2	19.4
DEARNESS SEIU LOCAL 1.ON	0.0	0.0	0.0	0.0	0.0	0.0	9.8	0.1	2.1	0.0	0.0	0.0	0.0	0.0
DEARNESS UNIFOR 302 (CAW)	41.9	61.7	25.8	27.0	18.8	18.7	19.9	24.1	36.0	11.8	0.6	1.4	1.3	0.0
LPFFA	3.5	9.7	18.2	3.1	5.2	3.9	1.4	5.1	10.4	14.9	13.6	8.7	18.2	56.2
MANAGEMENT	0.3	0.4	0.0	0.1	0.0	0.8	1.0	1.4	0.4	0.8	0.5	6.9	2.6	0.2
RNFT	-	-	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
AVERAGE	10.9	13.3	10.0	5.2	5.9	3.2	3.0	4.4	5.3	6.9	5.7	6.3	6.5	13.6

Appendix D.3 - WSIB – Returned to Work %

Year	Claims	Returned to Work	% Returned to Work
2007	344	344	100%
2008	290	289	99%
2009	300	300	100%
2010	239	238	99%
2011	263	262	99%
2012	247	245	99%
2013	225	224	100%
2014	234	232	99%
2015	265	263	99%
2016	207	205	99%
2017	237	234	99%
2018	244	240	98%
2019	265	256	97%
2020	217	197	91%

Note: this chart reflects the number of claims opened during a year and how many of those same claims have returned to work

Appendix E.1 – Time off Based on Total Annual Hours – 2020

Employee Group	Paid Sick %	STD %	LTD %	WSIB %	Total %
CUPE 101	2.5%	0.8%	4.9%	0.0%	8.2%
CUPE 107	2.9%	0.8%	2.8%	1.5%	8.2%
DEARNESS SEIU LOCAL 1.ON	0.8%	3.1%	9.5%	0.0%	13.3%
DEARNESS UNIFOR 302 (CAW)	2.0%	3.6%	9.5%	0.6%	15.7%
LPFFA	3.5%	0.4%	1.1%	3.0%	8.0%
MANAGEMENT	2.0%	0.0%	1.4%	0.0%	3.5%
RNFT	2.4%	0.0%	0.0%	0.0%	2.4%
AVERAGE	2.6%	0.7%	3.2%	1.0%	7.5%

Appendix E.2 – Time off Based on Total Annual Hours – 2020 WITHOUT Claims which have been deemed “Unlikely to Ever Return to Work”

Employee Group	Paid Sick %	STD %	LTD %	WSIB %	Total %
CUPE 101	2.5%	0.9%	1.7%	0.0%	5.1%
CUPE 107	3.0%	0.8%	0.9%	1.0%	5.6%
DEARNESS SEIU LOCAL 1.ON	0.8%	3.1%	9.5%	0.0%	13.3%
DEARNESS UNIFOR 302 (CAW)	2.1%	3.3%	4.3%	0.2%	9.9%
LPFFA	3.5%	0.4%	0.8%	2.7%	7.4%
MANAGEMENT	2.0%	0.0%	1.0%	0.0%	3.1%
RNFT	2.4%	0.0%	0.0%	0.0%	2.4%
AVERAGE	2.7%	0.7%	1.3%	0.7%	5.5%

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



April 27, 2021

Dear Head of Council,

As you may be aware, the Ontario government is consulting on how to strengthen accountability for municipal council members. We want to ensure that councillors and heads of council maintain a safe and respectful workplace and carry out their duties as elected officials ethically and responsibly. More information on the scope of consultations can be found at [Ontario.ca](https://www.ontario.ca).

As part of this work, my colleague Jill Dunlop, Associate Minister for Children and Women's Issues will be seeking input from members of council representing each of Ontario's municipalities through one of two hour-long telephone townhall sessions with municipal representatives from Western Ontario's municipalities on June 8, 2021 at 9:30 AM EDT.

This session will provide participants with the opportunity to share their valuable feedback on:

- what changes or mechanisms are needed to better hold council members accountable for municipal code of conduct violations;
- how to effectively enforce these codes
- whether a broader range of penalties for violations of the codes of conduct are needed; and
- the circumstances in which these potential penalties could be applied.

Please identify one member of your council to participate in the session. Once chosen, the one identified member of your council should register via [Eventbrite](https://www.eventbrite.com) by Thursday, May 6, 2021. The registered member will receive instructions about how to participate in the session prior to the meeting.

We have also launched an online survey to seek input on ways to strengthen accountability mechanisms for municipal council members. I encourage members of council and municipal staff to provide their input on this important topic through the online survey: [Consultation: Strengthening accountability for municipal council members | Ontario.ca](https://www.ontario.ca). This online survey will be available until July 15, 2021. Please share this link with your municipal staff.

I hope you will accept this invitation to participate in this session, as we look forward to hearing your feedback on how to strengthen accountability for municipal council members.

Sincerely,



Steve Clark

Minister of Municipal Affairs and Housing

- c: Clerk and Chief Administrative Officers
 - Jill Dunlop, Associate Minister of Children and Women's Issues
 - Kate Manson-Smith Deputy Minister, Ministry of Municipal Affairs and Housing
 - Marie-Lison Fougère, Deputy Minister Responsible for Women's Issues

From: van Holst, Michael <mvanholst@london.ca>
Sent: Sunday, May 02, 2021 6:57 PM
To: PEC <pec@london.ca>
Cc: Squire, Phil <psquire@london.ca>
Subject: Creation of an Architectural Heritage Reserve Fund

Dear Chair and Members of the PEC,

I respectfully request that your committee consider the establishment of an Architectural Heritage Reserve Fund and the means to establish an appropriate opening balance.

I am concerned that we may, from time to time, designate a property to prevent demolition and development, only to see that property fall into neglect because the costs to ameliorate the structural problems are too great for the owner to bear. In these instances, it may be preferable that the city purchase the property and complete the costly repairs. The properties may then be used for municipal purposes, resold, or leased to those partners with which we have had success providing affordable housing.

Having an Architectural Heritage Reserve Fund would provide us with the ready means to make those purchase.

Sincerely yours,

Michael van Holst

County/City Liaison Committee

Report

1st Meeting of the County/City Liaison Committee
April 8, 2021

PRESENT: Mayor E. Holder (Chair), Warden C. Burghardt-Jesson (Vice-Chair), Councillors J. Morgan, S. Turner, and Mayors J. Vanderheyden, A. Warwick.

ALSO PRESENT: Remote attendance: A. Barbon, K. Dickins, C. Howard, L. Livingstone, B. Rayburn, N. Roberts, C. Saunders, M. Schulthess, C. Smith, C. Traini, and B. Westlake-Power

The meeting is called to order at 3:30 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Warden C. Burghardt-Jesson, Councillors J. Morgan, S. Turner and Mayors J. Vanderheyden, and A. Warwick.

1. **Call to Order**

That it BE NOTED that no pecuniary interests were disclosed

2. **Consent**

None.

3. **Scheduled Items**

3.1 Management Oversight Committee

That the verbal update provided by L. Livingstone and B. Rayburn with respect to the Management Oversight Committee, BE RECEIVED.

4. **Items for Direction**

4.1 Paramedic Services

That the following actions be taken with respect to Paramedic Services:

a) the verbal update provided by B. Rayburn and N. Roberts with respect to services being carried out by Middlesex London Paramedic Services, BE RECEIVED; and,

b) the Mayor and the Warden BE REQUESTED to send a letter to the Premier, Minister of Health and Solicitor General indicating the willingness of the County of Middlesex and City of London to continue to work with the Province to assist with the COVID-19 Mobile Vaccine Program through the use of the Middlesex London Paramedicine Program;

it being noted that the letter noted in b) above is to be copied to the local MPPs and the Middlesex London Health Unit.

4.2 Housing Services

That the following actions be taken with respect to Housing Services:

- a) the verbal update provided by K. Dickins with respect to Housing Services, BE RECEIVED; and,
- b) the County of Middlesex Chief Administrative Officer and the London City Manager BE DIRECTED to advocate to the Province with respect for the need to establish a sustainable funding model for Middlesex London Housing and to report back to the County/City Liaison Committee (CCLC) with an update with respect to the result of the advocacy.

4.3 Children Services

That the following actions be taken with respect to Children Services:

- a) the verbal update provided by C. Smith with respect to Children Services, BE RECEIVED; and,
- b) the County of Middlesex Chief Administrative Officer and the London City Manager BE DIRECTED to advocate to the Province with respect for the need to establish a sustainable funding model for Middlesex London Children Services and to report back to the County/City Liaison Committee (CCLC) with an update with respect to the result of the advocacy.

4.4 Regional and Community Transportation

That the verbal update provided by Mayor Holder with respect to the Regional and Community Transportation initiative, BE RECEIVED.

5. **Deferred Matters/Additional Business**

None.

6. **Adjournment**

The meeting adjourned at 5:30 PM.

Report to Corporate Services Committee

To: Chair and Members
Corporate Services Committee
From: Cathy Saunders, City Clerk
Subject: Application – Issuance of Proclamation – June is
Deafblind Awareness Month
Date: May 10, 2021

Recommendation

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

Previous Reports Pertinent to this Matter

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

Background

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

Conclusion

The Civic Administration is seeking direction from the Municipal Council as to how they wish to proceed with the attached (Appendix “A”) proclamation request received May 6, 2021 from Sensity Deafblind and Sensory Support Network of Canada requesting the month of June, 2021 be proclaimed as June is Deafblind Awareness Month.

Submitted by: Cathy Saunders, City Clerk

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

Request details

Name of Organization Sensity Deafblind and Sensory Support Network of Canada
Date Proclamation Required June 1, 2021
Proclamation Name June is Deafblind Awareness Month
Proclamation Type (day, week or month) Month
Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations) Charity
Requester Name Samantha Gaspar
Requester Telephone Number
Requester Email Address Sgaspar@sensity.ca
Requester Address 50 Main St. Paris, Ontario
Provide details of your Organization's Connection to London London is home to three programs we support of deafblind individuals who reside there.
Required Supporting Documents <ul style="list-style-type: none"> • Detail information on the Organization • Detail information on the Event • Confirmation of authorization from the Organization to submit the request
The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws Signature <i>Samantha Gaspar</i> Date May 6/2021
NOTICE OF COLLECTION OF PERSONAL INFORMATION Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: csaunder@london.ca



Issuance of Proclamations Policy

Policy Name: Issuance of Proclamations Policy

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

Last Review Date: January 6, 2020

Service Area Lead: City Clerk

1. Policy Statement

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

2. Definitions

2.1 Not applicable.

3. Applicability

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

4. The Policy

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

Application Process

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

SCHEDULE "A"

Administration of Policy:

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