

Agenda Including Addeds

Civic Works Committee

The 13th Meeting of the Civic Works Committee

October 13, 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 E. Pelosa (Chair), J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner,
Mayor E. Holder

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Cycling Advisory Committee

Report

The 8th Meeting of the Cycling Advisory Committee
September 15, 2021
Advisory Committee Virtual Meeting - during the COVID-19 Emergency

Attendance PRESENT: B. Hill (Acting Chair), I. Chulkova, C. DeGroot, D. Doroshenko, J. Jordan, M. Mur, and T. Wade; A. Pascual (Committee Clerk)

ABSENT: E. Raftis and J. Roberts.

ALSO PRESENT: G. Dales, D. Hall, S. Harding, D. MacRae, L. Maitland, A. Miller, M. Schulthess, and J. Stanford.

The meeting was called to order at 4:02 PM; it being noted that the following Members were in remote attendance: I. Chulkova, C. DeGroot, D. Doroshenko, B. Hill, J. Jordan, M. Mur, and T. Wade.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 7th Report of the Cycling Advisory Committee

That it BE NOTED that the 7th Report of the Cycling Advisory Committee, from its meeting held on August 18, 2021, was received.

2.2 Notice of Study Restart - Western Road and Sarnia Road/Philip Aziz Avenue Improvements - Municipal Class Environmental Assessment

That it BE NOTED that the Notice of Study Restart dated August 16, 2021, from K. Grabowski, Project Manager, City of London and J. Pucchio, Project Manager, AECOM Canada Ltd., related to the Western Road and Sarnia Road/Philip Aziz Avenue Improvements - Municipal Class Environmental Assessment, was received.

2.3 Public Meeting Notice - Zoning By-law Amendment - 755-785 Wonderland Road South (Westmount Mall)

That it BE NOTED that the Public Meeting Notice dated September 1, 2021, from C. Parker, Senior Planner, related to a Zoning By-law Amendment for the property at 755-785 Wonderland Road South (Wonderland Mall), was received.

2.4 Notice of Planning Application - Zoning By-law Amendment - 150 King Edward Avenue

That it BE NOTED that the Notice of Planning Application dated September 2, 2021, from G. Bailey, Senior Planner, related to a Zoning By-law Amendment for the property at 150 King Edward Avenue, was received.

3. Sub-Committees and Working Groups

3.1 (ADDED) Sub-Committee Report - Dundas Place Traffic Diversion Feedback

That the following actions be taken with respect to the Sub-Committee Report - Dundas Place Traffic Diversion Feedback:

- a) J. Roberts BE REQUESTED to prepare a report to compile the comments of the Cycling Advisory Committee (CAC) related to the Dundas Place Traffic Diversion; and,
- b) J. Roberts BE REQUESTED to submit the report, on behalf of the CAC, to Civic Administration for their consideration.

4. (ADDED) Deferred Matters/Additional Business

4.1 (ADDED) Letter of Resignation - O. Toth

That the Letter of Resignation from O. Toth BE RECEIVED.

5. Adjournment

The meeting adjourned at 4:26 PM.

Transportation Advisory Committee

Report

8th Meeting of the Transportation Advisory Committee

September 28, 2021

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

Attendance PRESENT: D. Foster (Chair), A. Abiola, D. Doroshenko, T. Kerr, T. Khan, P. Moore, M. Rice and S Wraight and J. Bunn (Committee Clerk)

ABSENT: G. Bikas, B. Gibson and M.D. Ross

ALSO PRESENT: J. Kostyniuk, T. Macbeth, D. MacRae, A. Miller, E. Oladejo, M. Schulthess, J. Stanford and B. Westlake-Power

The meeting was called to order at 12:16 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 7th Report of the Transportation Advisory Committee

That it BE NOTED that the 7th Report of the Transportation Advisory Committee, from its meeting held on August 3, 2021, was received.

2.2 Municipal Council Resolution - 7th Report of the Transportation Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on September 14, 2021, with respect to the 7th Report of the Transportation Advisory Committee, was received.

2.3 2020 Community Energy Use and Greenhouse Gas Emissions Inventory

That it BE NOTED that the staff report, dated August 31, 2021, with respect to the 2020 Community Energy Use and Greenhouse Gas Emissions Inventory, was received.

2.4 Notice of Study Restart - Western Road and Sarnia Road/Philip Aziz Avenue Improvements - Municipal Class Environmental Assessment

That it BE NOTED that the Notice of Study Restart, dated August 16, 2021, from K. Grabowski, City of London and J. Pucchio, AECOM Canada Ltd., with respect to the Western Road and Sarnia Road/Philip Aziz Avenue Improvements Municipal Class Environmental Assessment, was received.

3. Sub-Committees and Working Groups

None.

4. Items for Discussion

4.1 Advisory Committee Pilots - Strengths-Weaknesses-Opportunities-Threats (SWOT) Comparison Document

That the Advisory Committee Pilots - Strengths-Weaknesses-Opportunities-Threats (SWOT) Comparison Document BE REFERRED to the Sub-Committee for finalization and a report back to the next meeting of the Transportation Advisory Committee.

5. Adjournment

The meeting adjourned at 12:56 PM.

Report to Civic Works Committee

To: Chair and Members
Civic Works Committee

From: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager,
Environment & Infrastructure

Subject: Amendments to the Traffic and Parking By-law

Date: October 13, 2021

Recommendation

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, the proposed by-law, attached as Appendix A **BE INTRODUCED** at the Municipal Council meeting to be held on October 26, 2021, for the purpose of amending the Traffic and Parking By-law (PS-113).

Linkage to the Corporate Strategic Plan

The following report supports the 2019 to 2023 Strategic Plan through the strategic focus area of **Building a Sustainable City** by improving safety, traffic operations and residential parking needs in London's neighbourhoods.

Analysis

1.0 Background Information

The Traffic and Parking By-law (PS-113) requires amendments (Appendix A) to address safety, traffic operations and parking concerns. The amendments in the following sections are proposed.

2.0 Discussion and Considerations

2.1 No Parking

It is recommended that 'no parking anytime' zones be implemented along the east side of Meadowlily Road S from Commissioners Road E to 395 m north of Commissioners Road E, from 425 m north of Commissioners Road E to 445 m north of Commissioners Road N and from 605 m north of Commissioners Road E to 733 m north of Commissioners Road E. It should be noted that this is a southerly access route to the Meadowlily Woods Environmentally Significant Area from Commissioners Road E. This proposed change recognizes local resident requests for reduced on-street parking while accommodating visitor parking demand at appropriate locations.

2.2 Stop Signs

Due to operational and safety concerns it is recommended to change the 'yield sign' with 'stop sign' on Green Gables Road at Evans Boulevard.

2.3 Pedestrian Crossovers (PXO)

It is recommended that a pedestrian crossover (PXO) be installed on Victoria Street at Gammage Street to assist students crossing Victoria Street enroute to Knollwood Park Public School. If approved the construction of the PXO can be accommodated within the 2021 program.

2.4 School Bus Loading Zones

The Thames Valley District School Board has requested to provide additional storage in the existing 'school bus loading zone' and 'no stopping 8:00 a.m. to 6:00 p.m. Monday to Friday' zone on the south side of Ford Crescent to accommodate additional school buses for University Heights Public School. It is proposed to replace the existing limits from 82 m east of Coombs Avenue to 97 m east of Coombs Avenue with 32 m east of Coombs Avenue to 112 m east of Coombs Avenue.

2.5 Higher Speed Limits

Due to a significant increase in development on the following roads, it is recommended to reduce the speed limit on Pack Road from 1000 m west of Colonel Talbot Road to Bostwick Road from 70 km/h to 60 km/h.

2.6 Area Speed Limits

To date thirteen area speed limits have been signed as 40 km/hr. The following five area speed limit zones are being recommended for implementation:

- The East London area is bounded by Trafalgar Street, Clarke Road and Canadian National Railway;
- The South-West London areas are bounded by:
 - Colonel Talbot Road, Main Street, Wharncliffe Road S, Exeter Road and Highway 402; and
 - Colonel Talbot Road, Pack Road, Bostwick Road, Wharncliffe Road S and Main Street;
- The West London area is bounded by Sanatorium Road; Oxford Street W, Hyde Park Road and Riverside Drive; and
- The North London area is bounded by Wonderland Road N, Fanshawe Park Road W, Medway Creek, Western Road and Sarnia Road.

Maps showing the proposed area speed limits can be found in Appendix B.

Conclusion

Several changes are proposed to improved road safety and operations for all users. Amendments are required to Schedule 1 (No Stopping), Schedule 2 (No Parking), Schedule 10 (Stop Signs), Schedule 13.1 (Pedestrian Crossovers), Schedule 16 (School Bus Loading Zones), Schedule 17 (Higher Speed Limits) and Schedule 17.3 (Area Speed Limits) to address the above changes.

Prepared by: Shane Maguire, P. Eng., Division Manager, Traffic Engineering

Submitted by: Doug MacRae, P. Eng., MPA, Director, Transportation & Mobility

Recommended by: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager, Environment & Infrastructure

October 4, 2021/

Attach: Appendix A – By-law to Amend the Traffic and Parking By-law (PS-113)
Appendix B – Area Speed Limit Zones

cc: Parking Office

APPENDIX A By-law to amend the Traffic and Parking By-law (PS-113)

Bill No.

By-law No. PS-113

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. No Stopping

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Ford Crescent	South	A point 82 m east of Coombs Avenue	A point 97 m east of Coombs Avenue	8:00 am to 6:00 pm Monday to Friday

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **added** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Ford Crescent	South	A point 32 m east of Coombs Avenue	A point 112 m east of Coombs Avenue	8:00 am to 6:00 pm Monday to Friday

2. No Parking

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Meadowlily Road S	East	Commissioners Road E	A point 395 m north of Commissioners Road E	Anytime

Meadowlily Road S	East	A point 425 m north of Commissioners Road E	A point 445 m north of Commissioners Road E	Anytime
Meadowlily Road S	East	A point 605 m north of Commissioners Road E	A point 733 m north of Commissioners Road E	Anytime

3. Stop Signs

Schedule 10 (Stop Signs) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Traffic	Column 2 Street	Column 3 Intersection
Southbound	Green Gables Road	Evans Boulevard

4. Pedestrian Crossovers

Schedule 13.1 of By-law PS-113 is hereby amended by adding the following row:

Column 1 Street	Column 1 Location
Victoria Street	At the east side of the intersection with Gammage Street

5. School Bus Loading Zones

Schedule 16 (School Bus Loading Zones) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To
Ford Crescent	South	A point 82 m east of Coombs Avenue	A point 97 m east of Coombs Avenue

Schedule 16 (School Bus Loading Zones) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To
Ford Crescent	South	A point 32 m east of Coombs Avenue	A point 112 m east of Coombs Avenue

6. Higher Speed Limits

Schedule 17 (Higher Speed Limits) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Highway	Column 2 From	Column 3 To	Column 4 Maximum Rate of Speed
Pack Road	Homewood Lane	A point 1000m west of Colonel Talbot Road	60 km/h
Pack Road	A point 1000m west of Colonel Talbot Road	Bostwick Road	70 km/h

Schedule 17 (Higher Speed Limits) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Highway	Column 2 From	Column 3 To	Column 4 Maximum Rate of Speed
Pack Road	Homewood Lane	Bostwick Road	60 m/h

7. Area Speed Limits

Schedule 17.3 (Area Speed Limits) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Area Limit	Column 2 Maximum Rate of Speed
Trafalgar Street – Clarke Road – Canadian National Railway	40 km/h
Colonel Talbot Road – Main Street – Wharncliffe Road S – Exeter Road – Highway 402	40 km/h
Colonel Talbot Road – Pack Road – Bostwick Road – Wharncliffe Road S - Main Street	40 km/h
Sanatorium Road – Oxford Street W – Hyde Park Road – Riverside Drive	40 km/h
Wonderland Road N – Fanshawe Park Road W – Medway Creek – Western Road – Sarnia Road	40 km/h

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

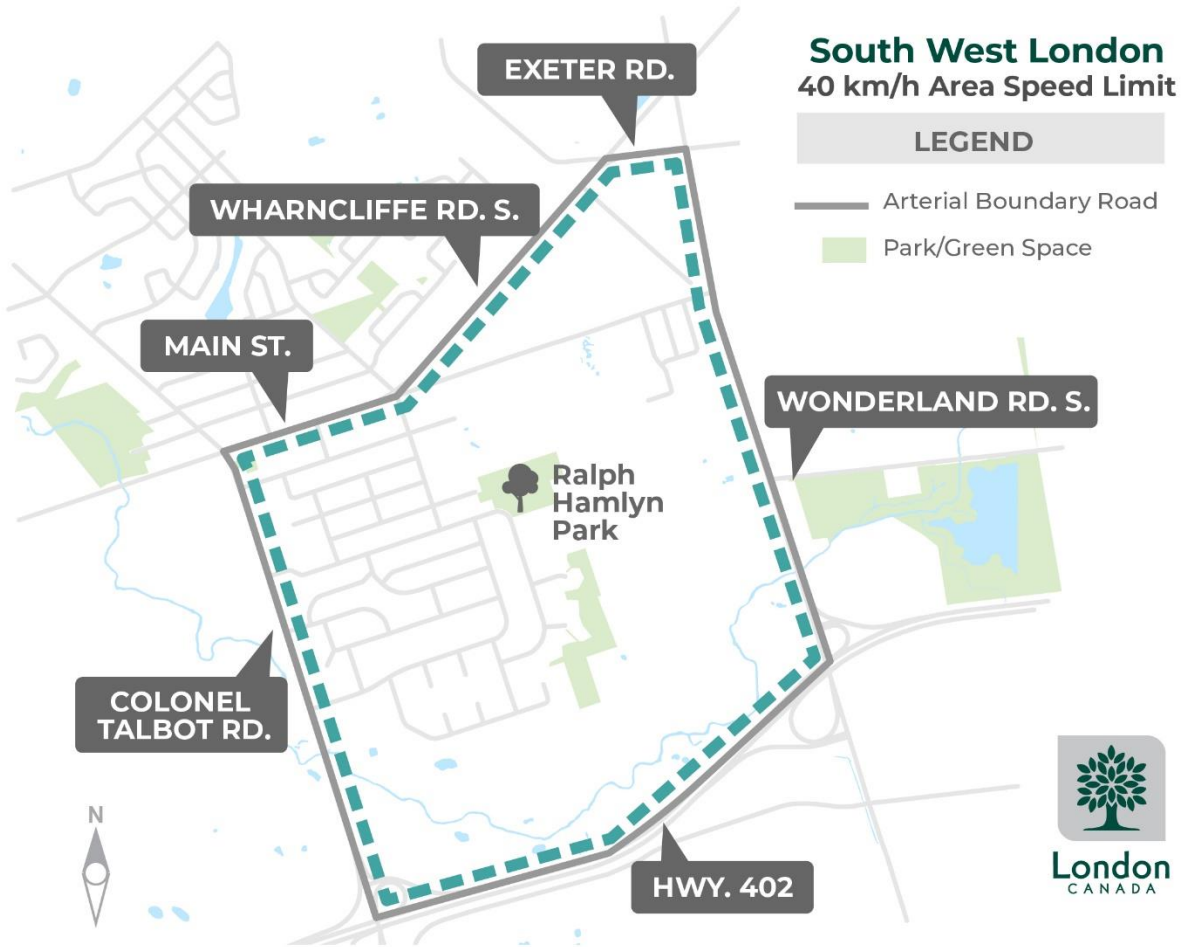
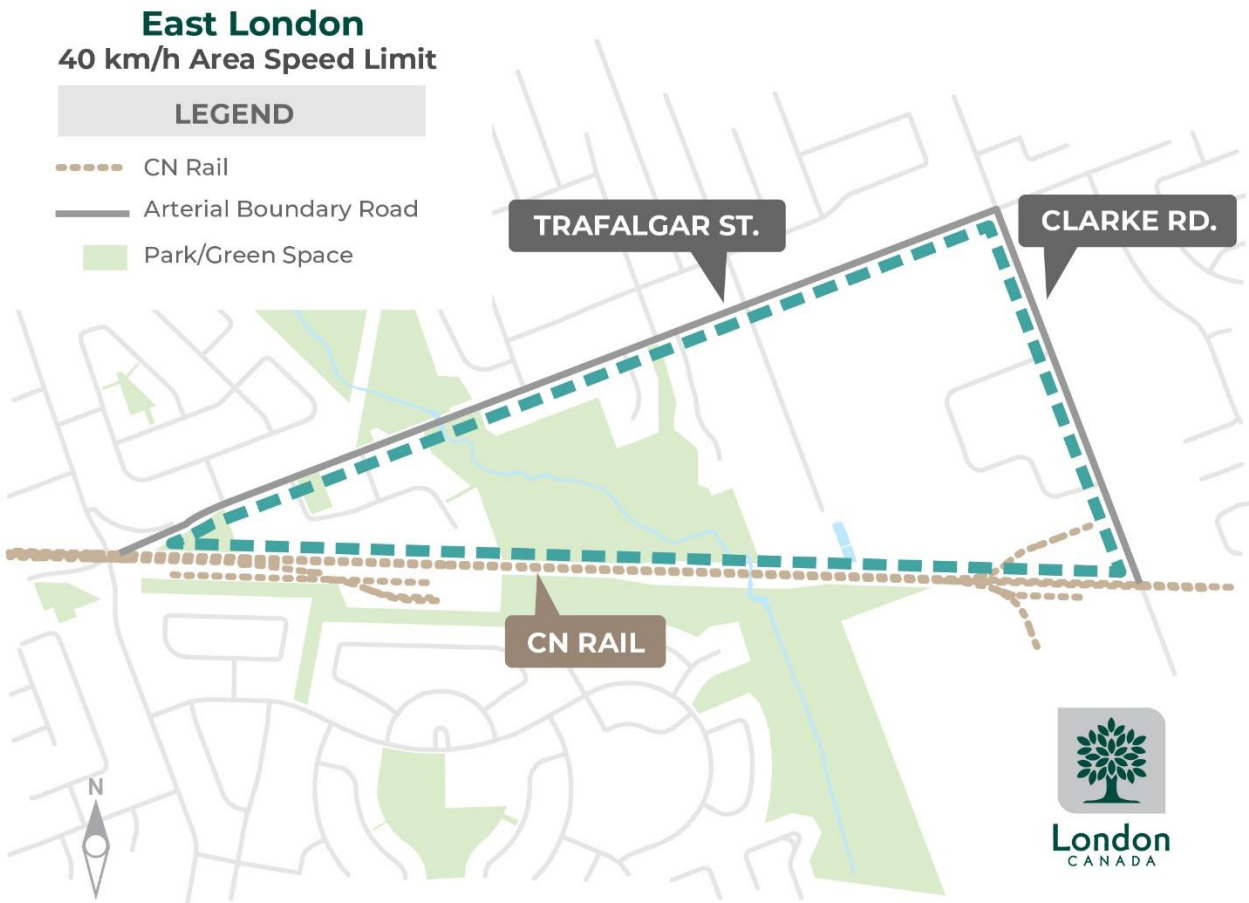
PASSED in Open Council on October 26, 2021.

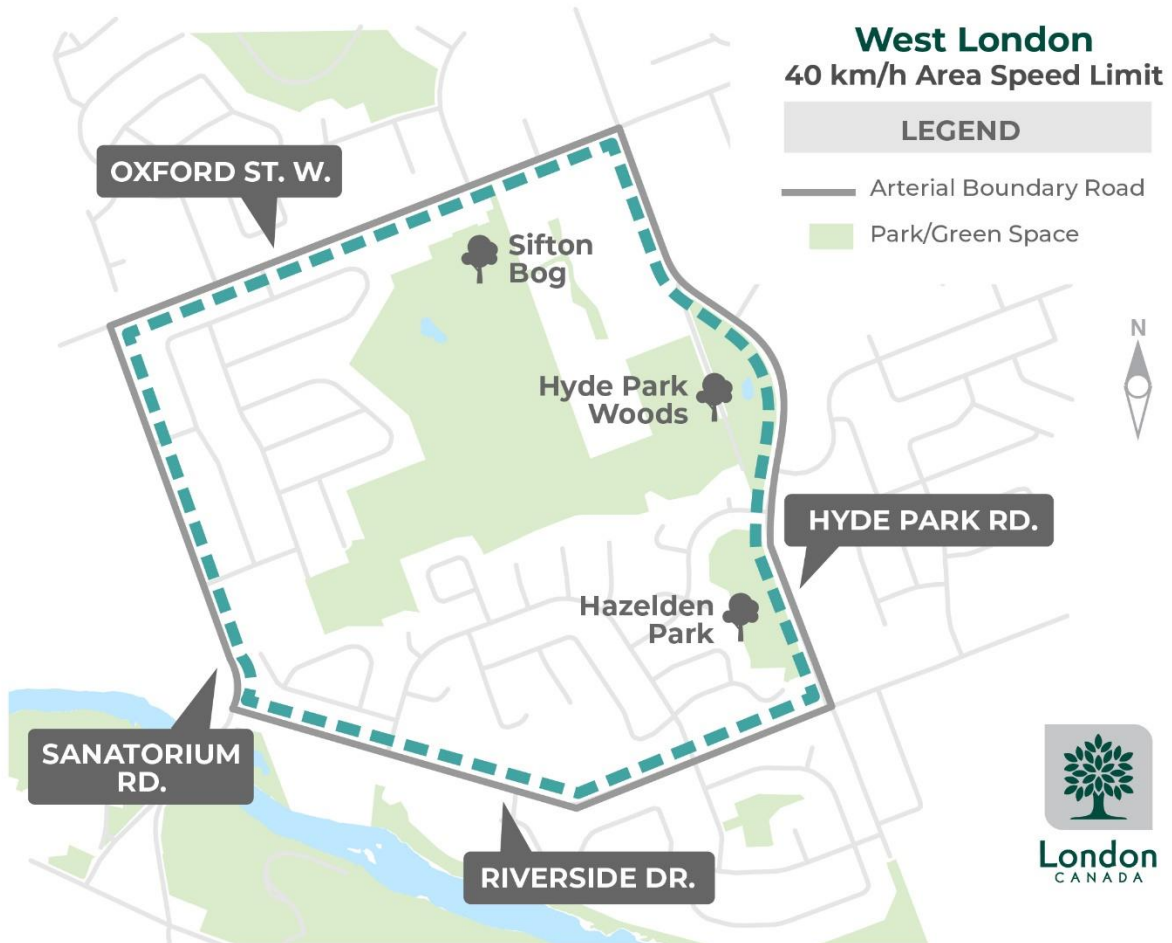
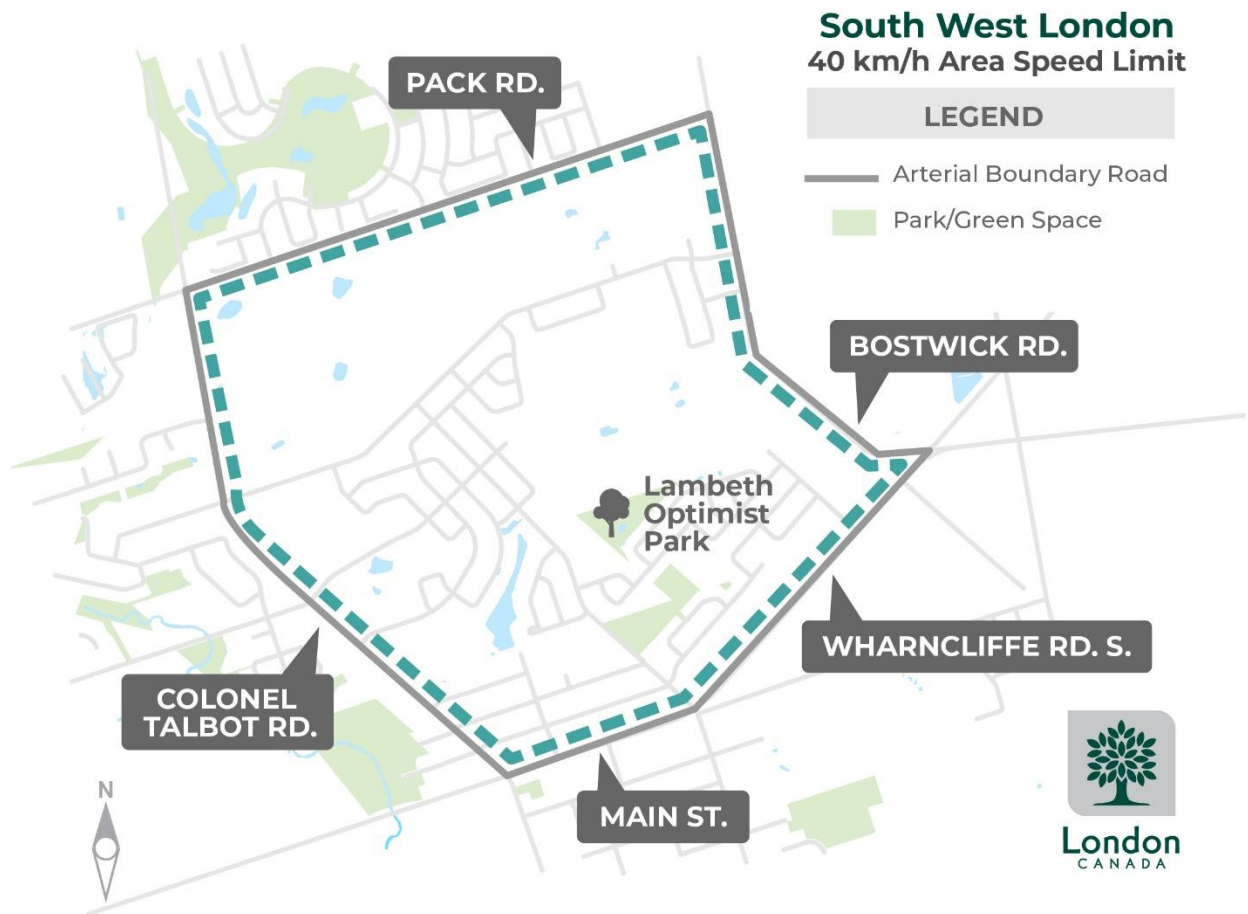
Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 26, 2021
Second Reading – October 26, 2021
Third Reading – October 26, 2021

APPENDIX B: Area Speed Limit Zones







Report to Civic Works Committee

**To: Chair and Members
Civic Works Committee**

**From: Anna Lisa Barbon, CPA, CGA
Deputy City Manager, Finance Supports**

**Subject: Non–Repayable Contribution Agreement with Canada for
Installation of Fleet Electric Vehicle Charging Stations**

Date: October 13, 2021

Recommendation

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

- a) The information on Natural Resources Canada’s (NRCan) Zero-Emission Vehicle Infrastructure Program (ZEVIP) **BE RECEIVED** for information;
- b) The attached proposed by-law (Appendix “A”) being a by-law to approve a Contribution Agreement between The Corporation of the City of London (“City”) and Her Majesty the Queen in right of Canada (“Canada”); to receive funding for installation of twenty (20) Level 2 electric vehicle chargers for Fleet vehicles by the City; and to authorize the Mayor and City Clerk to execute the Agreement”, **BE INTRODUCED** at the Municipal Council meeting to be held on October 26th, 2021 and;
- c) **DELEGATE** the Director of Fleet and Facilities and the Director of Climate Change, Environment and Solid Waste, as the Duly Authorized Officers to approve reimbursement claims to be submitted to Natural Resources Canada to receive approved funding as identified in Schedule “C” of the attached agreement.

Executive Summary

In light of the Federal Government setting a mandatory target of 100 percent zero emission light-duty and passenger vehicles by 2035, Fleet and Facilities continue to bring forward “Green Fleet” initiatives and projects that are in line with the federal mandate and also with our municipal Climate Emergency declaration of reducing GHG emissions.

In addition to vehicle sharing and utilization studies being reviewed, one of the key initiatives will be to replace applicable gasoline-fuelled light-duty fleet vehicles which are up for life cycle renewal with electric vehicles (EVs). In order to achieve this target and deploy electric vehicles in the City’s Fleet, having charging infrastructure in place is crucial. In this regard, in Fall 2020, City staff applied for Natural Resources Canada’s (NRCan) Zero-Emission Vehicle Infrastructure Program (ZEVIP) funding and has been one of the successful applicants to get approved for \$100,000 in funding.

Fleet and Facilities is seeking Council approval for the Contribution Agreement with Natural Resources Canada (Appendix A) and is planning to procure and install 20 Level 2 chargers before March 2023.

Previous Reports Pertinent to This Matter

Relevant reports that can be found at www.london.ca under City Hall (Meetings) include:

- Land lease Agreements for New Public Electric Vehicle (EV) Charging Stations (May 26, 2020 meeting of the Civic Works Committee)

Strategic Plan 2019-2023

Municipal Council has recognized the importance of climate change, transportation, innovation and other related environmental issues in its 2019-2023 - Strategic Plan for the City of London as follows:

Building a Sustainable City

- London's infrastructure is built, maintained, and operated to meet long-term needs of our community
- Maintain or increase current levels of service
- London has a strong and healthy environment
- Conserve energy and increase actions to respond to climate change and severe weather

Leading in Public Service

- Increase responsiveness to our customers
- Increase efficiency and effectiveness of service delivery

Growing our Economy

- London is a leader in Ontario for attracting new jobs and investments:
- Increase partnerships that promote collaboration, innovation and investment

Background

PURPOSE

The purpose of this report is to provide the Civic Works Committee and Council information on the Natural Resources Canada (NRCan) Zero-Emission Vehicle Infrastructure Program (ZEVIP) and the role being played by the City of London to secure funding support for EV charging infrastructure for City's Fleet vehicles.

CONTEXT

Addressing the Need for Action on Climate Change

On April 23, 2019, the following was approved by Municipal Council with respect to climate change:

Therefore, a climate emergency be declared by the City of London for the purposes of naming, framing, and deepening our commitment to protecting our economy, our eco systems, and our community from climate change.

Providing Fleet with EV charging infrastructure supports Fleet's progress towards adopting EV's faster and efficiently and in meeting its greenhouse gas (GHG) emission reduction targets, given that EVs have significantly lower emissions than gasoline or diesel fueled vehicles.

Overview of the City of London's Electric Vehicle Charging Actions

Over the years, the City of London has taken several actions to support EV charging for the public, City employees, and its own Fleet. The various highlights include:

- Beginning in 2012, the City conducted an EV charging pilot program and installed a shared charger at City Hall for both public and Fleet use and also piloted public charging infrastructure at Budweiser Gardens and Covent Garden Market.
- In 2015, the City was part of a major undertaking called Electric Mobility Adoption and Prediction – London. Locally, London Hydro had major involvement in the work undertaken by Pollution Probe.
- In 2014, the City purchased its first Ford Focus EV into the internal fleet
- In 2018, the City of London partnered with London Hydro and NRCan to provide public on-street EV charging.

- Recently in 2020, City has participated in NRCan’s first round of ZEVIP funding as a third-party partner with SunSaver 4 Ltd. (SunSaver), to provide 26 EV chargers for public use at community centers and other locations across London.

Discussion

Natural Resources Zero-Emission Vehicle Infrastructure Program (ZEVIP)

The Government of Canada has set a mandatory target for all new light-duty cars and passenger trucks to be zero-emission by 2035. To support this, the federal government announced \$130 million in funding over five years (2019-2024) to deploy a network of EV charging stations (Level 2 and higher). Through cost-sharing contribution agreements, NRCan will fund 50 percent of the total project costs, up to a limit of \$5,000 per Level 2 charge port.

To date, NRCan has put out three Request for Proposals (RFP). The City participated in the first round as a third-party partner with SunSaver to install EV chargers at twenty-six (26) locations covering community centers across London and Tourism London Welcome Center. SunSaver owns and operates these chargers and pays the City a parking space rental fee.

The City did not participate in second round of the RFP as it was dedicated to on-street parking and Multi-Unit Residential Buildings (MURB). The City already partnered with London Hydro in 2018 for on-street and there was no additional demand identified for on-street or for MURBs.

In Fall 2020, NRCan announced its third round of funding for Light Duty Fleet, Multi Unit Residential Buildings and on-street locations. The funding required the applicant to install a minimum of twenty (20) Level 2 EV Chargers. At that time, Climate Change & Waste Environmental Stewardship (formerly Environmental Programs) and Fleet evaluated options for participating in the ZEVIP RFP directly.

The Green Fleet program identified approximately twenty-two (22) light duty fleet vehicles in the public works internal fleet that could be converted to full battery electric between 2021 and 2025. City staff have determined that there is a favorable business case for owning and installing EV chargers by the City with a target seven-year payback. More information on the business case is provided under Financial Impact section of this report.

Fleet and Facilities with assistance of Climate Change & Environmental Stewardship staff applied for ZEVIP funding in September 2020 and received preliminary approval for \$100,000 towards this project in June 2021. The City now has six months to execute the Contribution Agreement between NRCan and the City of London.

Locations of NRCan’s Fleet ZEVIP-Funded Charging Stations

The following table summarizes the City of London Fleet EV charging locations. The location details have been discussed and supported by Fleet & Facilities Services, Wastewater Services, and Fire Services.

Location	Number of Level 2 Chargers
Adelaide Operations Center (1153 Adelaide St N)	2
A.J. Tyler Operations Centre (663 Bathurst St)	6
Exeter Road Operations Centre (707 Exeter Rd)	6
Greenway Wastewater Treatment Plant (101 Greenside Ave)	4
Fire Hall 1 (400 Horton St E)	2
<i>Total Fleet EV Chargers</i>	<i>20</i>

Summary of the Proposed Contribution Agreement with Natural Resources Canada:

The following are the major components of the proposed Contribution Agreement:

- The Contribution Agreement states that the City will, install, own, and operate the Fleet EV charging stations.
- The project installation should be completed by the City no later than March 31, 2023, unless terminated earlier pursuant to the provisions of the agreement.
- City of London will incur all upfront capital costs and/or operating costs for these EV charging stations.
- NRCan contribution will not exceed the lesser of:
 - 50 percent of total project costs incurred, and
 - One Hundred Thousand Dollars (\$100,000)
- NRCan will withhold **ten percent (10%)** from each payment until the City has completed the project and submitted all the final documents to the satisfaction of the NRCan.

Indemnification Clause

Section 10 Indemnification clause exposes the City to risk; however, the funding benefits outweigh the associated risk. The City will mitigate risks associated with the Contribution Agreement by using the optimum level of oversight, control and discipline enabling us to manage risk and provide the proper level of assessment to ensure the project meets our objectives. This is done using clearly defined expectations of the objectives, functions, eligibility criteria, and risk control/transfer through contractor/consultant indemnification and insurance requirements.

Appendix A contains additional details regarding the Lease Agreement with NRCan.

Financial Impact

The proposed project will assist Fleet and Fire Services in adopting EV vehicles promptly and efficiently. The total project cost for installing 20, Level 2 charging ports is currently estimated to cost \$228,000. NRCan's maximum of \$100,000 in funding will cover forty-four (44) percent of the total project costs.

By switching just 22 light duty fleet vehicles from gasoline to electric, there is an expected savings of up to \$50,000 in fuel and maintenance costs per annum. Since these fuel savings are allocated to both the Electric Vehicle and the Charger, a comprehensive business case has been developed including:

- Procurement costs of Electric Vehicles and Chargers
- Operation & Maintenance costs over the life span of the chargers
- NRCan funding for chargers and Federal rebate for purchasing electric vehicles
- GHG savings, and
- Carbon Tax savings.

This has resulted in a favorable payback of seven years which is before life cycle renewal of the charger that is expected to have a ten to twelve years lifecycle. Fleet will also avoid sixty (60) tonnes of GHG emissions yearly after full implementation from the twenty-two (22) vehicles which will help meet the corporate energy reduction and greenhouse gas targets by 2023.

Funding for the City's portion of the project is available in the life-to-date capital budget in capital project's EV1100 – Electric Vehicle Charging and TS6217 – Facility Energy Management. A source of financing will accompany the future contract award.

Next Steps

After the Contribution Agreement is approved by the City and NRCan, the City will put out an RFP to procure charging units and for installation services. Project Management will be coordinated between Fleet & Facilities Services and Environment and Climate Change staff.

Conclusion

It is expected that the Fleet EV chargers that are planned to be installed with the existing funding should be sufficient for the next three years. However, with an aggressive federal government target of 100 percent EV passenger vehicle sales by 2035, the charging infrastructure must be deployed rapidly to meet the Fleet EV demand in the near future.

Participating in eligible incentives like the Zero Emission Vehicle incentive Program will be key to being able to deliver on Green Fleet objectives, GHG reduction targets and reducing climate change responsibilities in the coming years.

Prepared by: Mike Bushby, B.A., C.Tech.
Division Manager, Fleet and Operational Services

Prepared by: Sneha Madur, M.Eng., CEM
Corporate Energy Management Engineer

Concurred by: Jay Stanford, MA, MPA
Director, Climate Change, Environment & Waste
Management, Environment & Infrastructure

Concurred by: Tim Wellhauser, CIM
Director, Fleet and Facilities
Finance Supports

Concurred by: Kelly Scherr, P.Eng., MBA, FEC
Deputy City Manager
Environment and Infrastructure

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

Appendix A: By-law to approve a Contribution Agreement between The Corporation of the City of London (“City”) and Her Majesty The Queen in Right of Canada (“Canada”)

- c Katerina Barton, Manager II, Neighborhood and Community Wide Services, Kirby Oudekerk, Division Manager, Wastewater Treatment Operations

APPENDIX A

A by-law to approve a Contribution Agreement between **THE CORPORATION OF THE CITY OF LONDON** ("City") and **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** ("Canada")

Bill No.

By-law No.

A By-law to approve the Contribution Agreement with Canada for the purpose of installing Electric Vehicle charging infrastructure owned by The Corporation of the City of London for use for Fleet vehicles; and to authorize the Mayor and City Clerk to act on behalf the City of London and execute the Agreement.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

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

AND WHEREAS section 10 of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and may pass by-laws respecting economic, social and environmental well-being of the municipality, and may pass by-laws respecting services and 'things the municipality is authorized to provide';

AND WHEREAS subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law:

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

1. The Contribution Agreement, attached as Schedule A, to be entered into between The Corporation of the City of London and Her Majesty the Queen in right of Canada for the purpose of providing electric vehicle charging services for City of London fleet vehicles, this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council,

2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – Oct. 26, 2021
Second reading – Oct. 26, 2021
Third reading – Oct 26, 2021

EXHIBIT "A"
DESCRIPTION OF LANDS

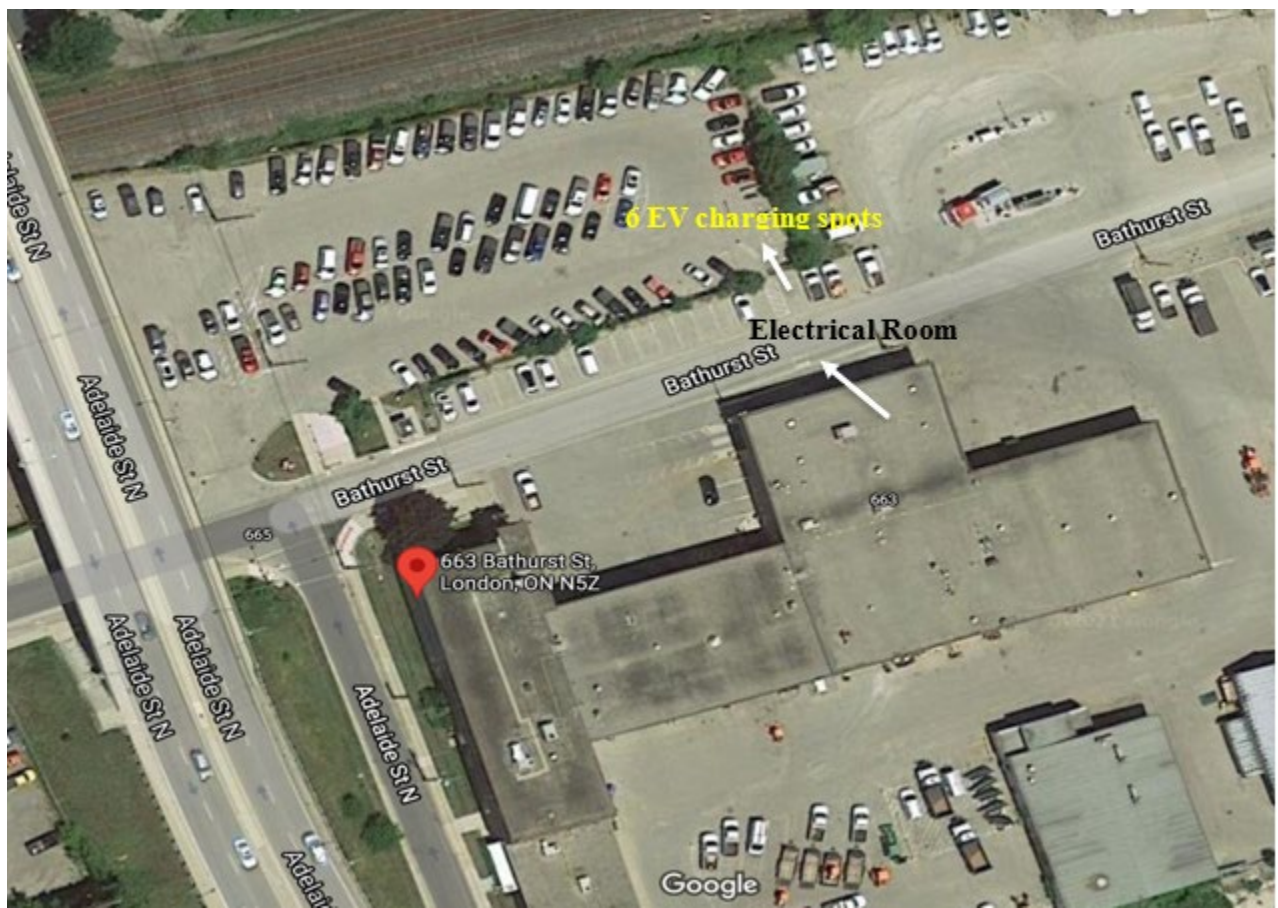
Owner	Description of Lands (Location)	No. of Level 2 Electric Vehicle Chargers
The Corporation of the City of London	Adelaide Operations Center (1153 Adelaide St N)	2
	A J Tyler Operations Center (663 Bathurst St)	6
	Exeter Road operations Centre (707 Exeter Rd)	6
	Greenway Wastewater Treatment Plant (101 Greenside Ave)	4
	Fire Hall 1 (400 Horton St E)	2
	Total	20

EXHIBIT "B"
IDENTIFICATION OF LOCATION OF PROJECT

1. **Adelaide Operations Centre – 1153 Adelaide Street North.**
 - One Level 2 dual port located in the north parking lot of the main building.



2. **A J Tyler Operations Center - 663 Bathurst St.**
 - Two Level 2 dual port EV chargers occupying four parking spots to the north of the building in the existing fleet parking area.



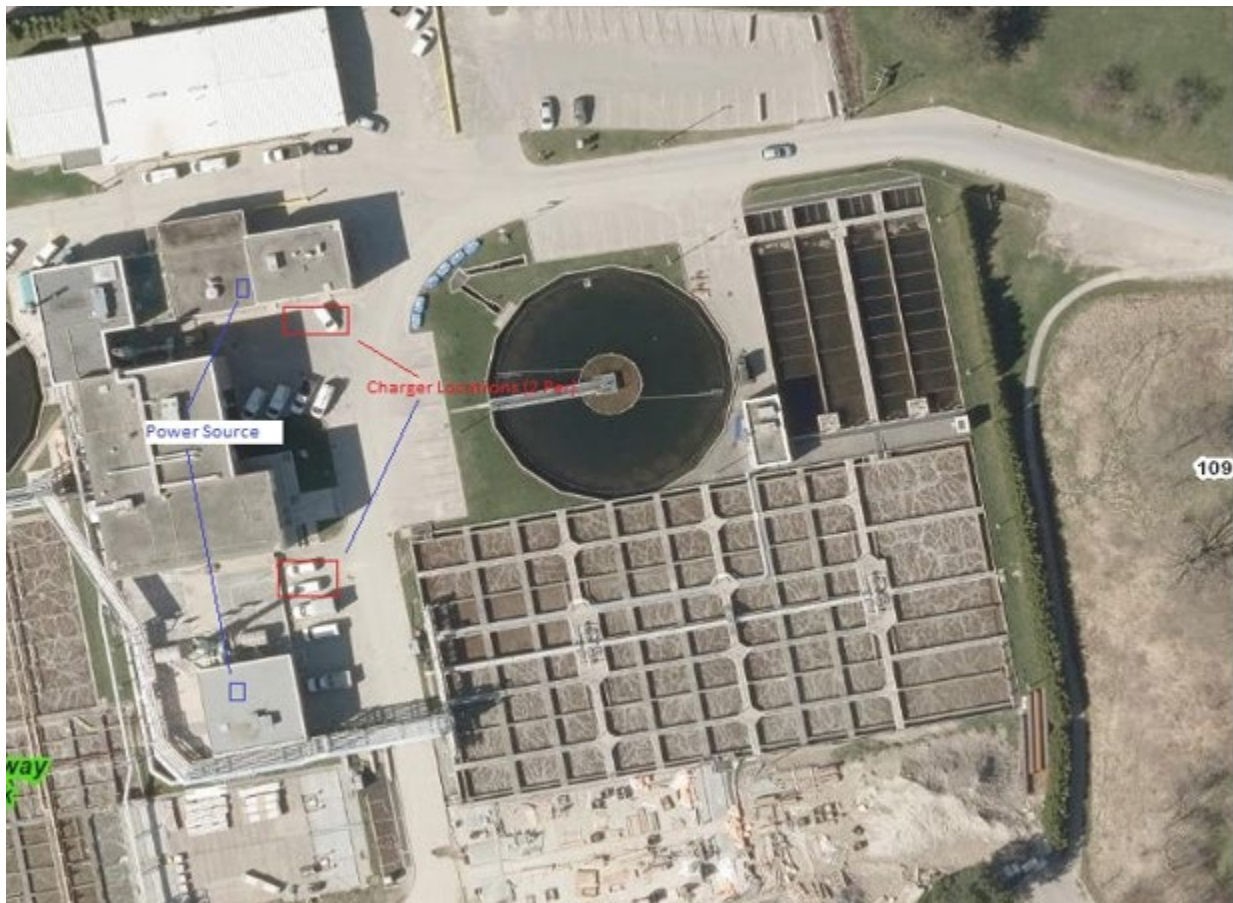
3. **Exeter Rd operations Center - (707 Exeter Road operations Center).**

- Two Level 2 dual port charging stations west of the main building, occupying four parking spots.



4. **Greenway Wastewater Treatment Plant - 101 Greenside Ave**

- One Level 2 dual port EV charger South of the maintenance building, occupying two parking spots.
- One Level 2 dual port EV charger South of the administration building, occupying two parking spots.



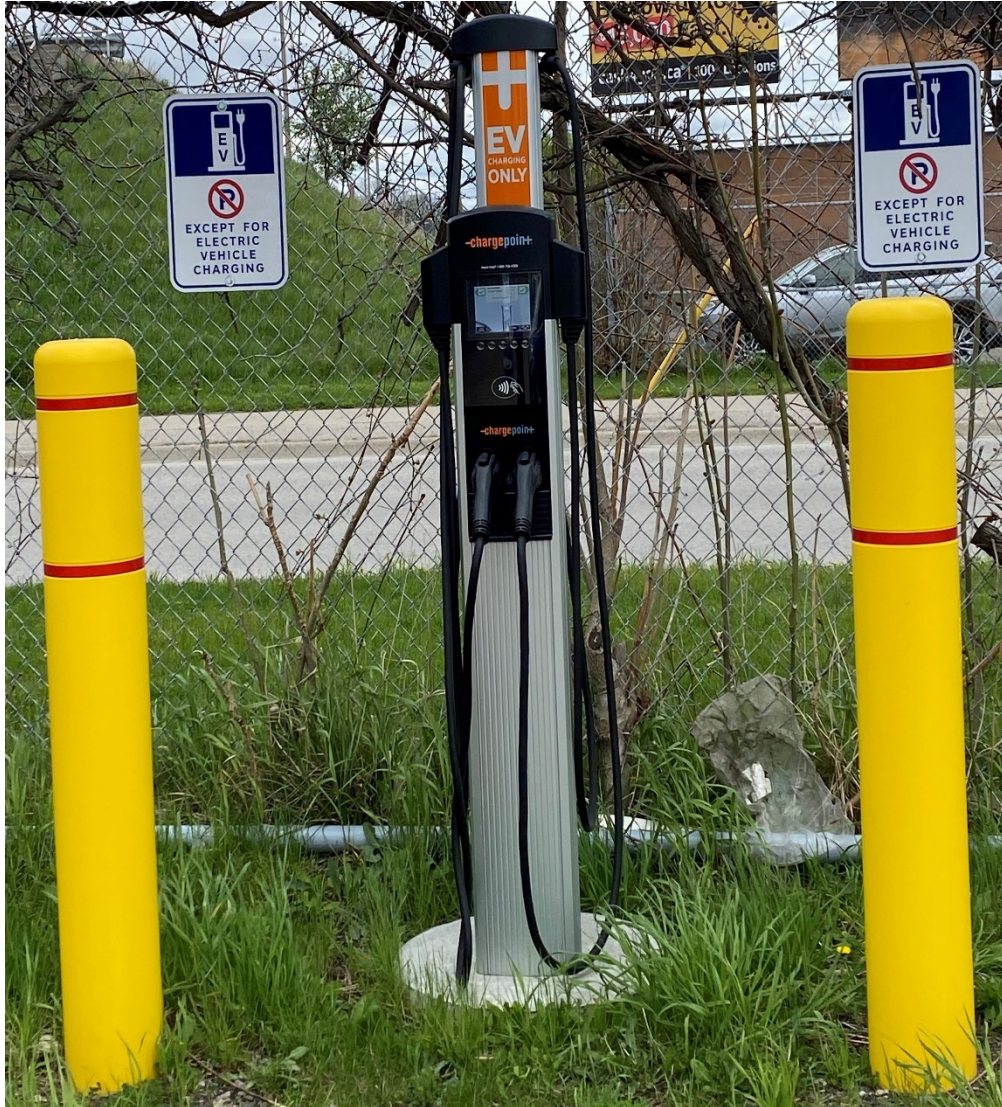
5. **Fire Hall 1** - 400 Horton St E.

- One Level 2 dual port EV charger to the northeast of the building, occupying two parking spots.



EXHIBIT "C"
TYPE OF CHARGER

A sample level 2 dual port EV Charger located at AJ Tyler Operations Centre



DEPARTMENT OF NATURAL RESOURCES

CONTRIBUTIONS IN SUPPORT OF TRANSPORTATION AND ALTERNATIVE FUELS PROGRAM

ZERO EMISSION VEHICLE INFRASTRUCTURE PROGRAM

NON-REPAYABLE CONTRIBUTION AGREEMENT

THIS AGREEMENT is made in duplicate

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Canada"), represented by the Minister of Natural Resources,

AND:

THE CORPORATION OF THE CITY OF LONDON, a municipal corporation, incorporated under the laws of Ontario (the "Proponent").

WHEREAS Canada wishes to encourage the adoption of the **ZERO EMISSION VEHICLE INFRASTRUCTURE PROGRAM** (the "Program");

WHEREAS the Proponent has submitted to the Minister a Proposal for the funding of a Project called "**CORPORATE FLEET EV CHARGING INFRASTRUCTURE**" which qualifies for support under the Program;

WHEREAS Canada and the Proponent agree that in order for the Proponent to develop and implement the Project as described in Schedule A (Description of the Project), the Proponent will require financial assistance from Canada;

AND WHEREAS Canada is willing to provide financial assistance toward the Eligible Expenditures of the Project in the manner and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, Canada and the Proponent agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

"**Agreement**" means this Agreement and the attached Schedules A, B, C, and D;

"**Claim Period**" means the period to which each payment claim pertains as set out in Schedule C (Reports), Section 1;

"**Contribution**" means the funding provided by the Minister under this Agreement;

"**Eligible Expenditures**" means any expenditures Incurred by the Proponent, as set out in Schedule B (Budget and Eligible Expenditures), within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;

"**Eligible Expenditure Period**" means the period starting when this Agreement is signed to **March 31, 2023**;

"**Fiscal Year**" means the period beginning on April 1st of any year and ending on March 31st in the next year;

"**Fixed Asset**" means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use for the Project during the Eligible Expenditure Period;

"**Incurred**" means, in relation to an Eligible Expenditure, an Eligible Expenditure or a portion thereof that is owing and due by the end of each Claim Period;

"**Incurred and Paid**" means, in relation to an Eligible Expenditure, an Eligible Expenditure that the Proponent has paid for;

"**Intellectual Property**" means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs;

"**Interest Rate**" means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations*, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>;

"**Minister**" means the Minister of Natural Resources and includes any duly authorized officers or representatives;

"**Party**" means either the Proponent or Canada;

"**Project**" means the Project described in Schedule A (Description of the Project);

"**Project Completion**" means the date on which the Proponent provides Canada with evidence, satisfactory to Canada, that the Project is complete and open to intended users together with the Project's activity report of the first week after the Project is open to its intended users;

"**Proposal**" means a written Proposal signed by the Proponent on **June 10, 2020** including at least a background, purpose, work description, results expected, and a budget, which is accepted by the Minister for the Project;

"**Total Government Funding**" means cash contributions provided by the federal government and other contributions from the provincial/territorial and municipal governments toward the Total Project Costs; and,

"**Total Project Costs**" means the Contribution and other verifiable cash or in-kind contributions either received or contributed by the Proponent and directly attributable to the Project from **May 3, 2021** to **March 31, 2023**.

1.2 The following schedules are attached to and made part of this Agreement:

- a) Schedule A (Description of the Project);
- b) Schedule B (Budget and Eligible Expenditures);
- c) Schedule C (Reports); and
- d) Schedule D (Certification of Eligible Expenditures Incurred and Paid).

1.3 In case of conflict between any provision in the main body of this Agreement and a provision in a schedule attached hereto, the provision in the main body of this Agreement shall take precedence.

1.4 Grammatical variations of the above defined terms have similar meanings. Words importing the singular number only shall include the plural and vice versa.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Proponent represents and warrants that all factual matters contained in the Proposal and all supporting material submitted are true and accurate in all material respects, and that all estimates, forecasts and other related matters involving judgement were prepared in good faith and to the best of its ability, skill and judgement.

2.2 The Proponent represents and warrants that it is duly incorporated or registered and validly existing in good standing under the laws of Canada and has the power and authority to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing and preserve its legal capacity during the term of this Agreement.

2.3 The Proponent represents and warrants that the signatory to this Agreement has been duly authorized to execute and deliver this Agreement on its behalf.

2.4 The Proponent represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Proponent enforceable in accordance with its terms.

2.5 The Proponent represents and warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

3. DURATION OF THE AGREEMENT

3.1 This Agreement comes into force when signed by the Parties.

3.2 Except as otherwise provided in the articles below, this Agreement will expire on the latest of:

a) the Project Completion; or

b) the date on which all amounts owed by the Proponent to the Minister under this Agreement have been paid in full.

3.3 The following clauses shall survive the expiration of this Agreement for an additional three (3) years:

- a) Article 8 (Accounts and Audits);
- b) Article 9 (Intellectual Property);
- c) Article 10 (Indemnity);
- d) Article 11 (Default);
- e) Article 13 (Reports); and
- f) Article 26 (Dispute Resolution).

4. CONDUCT OF PROJECT

4.1 The Proponent shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.

4.2 The Proponent shall reach the Project Completion by **March 31, 2023**, unless terminated earlier pursuant to the provisions of this Agreement.

4.3 The Proponent shall comply with all applicable federal, provincial and municipal laws in relation to the Project.

4.4 The Parties are satisfied that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and continues to be met. If as a result of changes to the nature or scope of the Project Canada determines that a legal duty to consult is triggered, the Proponent agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Proponent that a legal duty to consult arises.

In the event that a legal duty to consult arises, the Proponent agrees that:

a) Canada will withhold any payment of the Contribution toward Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;

b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the Proponent will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and

c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:

- i) a list of all Aboriginal groups contacted;

ii) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;

iii) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Proponent has addressed or proposes to address those issues or concerns; and

iv) any other information Canada may deem appropriate.

5. IMPACT ASSESSMENT

5.1 The Proponent represents and warrants that the Project is not a “designated project” nor a “project” according to the Canadian Environmental Assessment Act, 2012 or the Impact Assessment Act.

5.2 If, within the Eligible Expenditure Period, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the Impact Assessment Act, the Parties agree that Canada’s obligations under this Agreement will be suspended until:

a) In the case of a “designated project”:

i) the Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or

ii) the decision statement with respect to the “designated project” that is issued to the Proponent sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.

b) In the case of a “project”:

i) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the Impact Assessment Act; or

ii) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances;

5.3 It is understood, that, in the event that the Project becomes a “designated project” or a “project” as defined in Paragraph 5.2 above, the Minister has no obligation to request a decision by the Governor in Council, and may, terminate this Agreement with immediate effect by giving notice in writing to the Proponent. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

6. CONTRIBUTIONS

6.1 Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed the lesser of:

- a) Fifty percent (50%) of Total Project Costs incurred; and**
- b) One Hundred Thousand Dollars (\$100,000).**

6.2 The Fiscal Year allocations for the Contribution are as follows:

- 2021-2022 Five Thousand Dollars (\$5,000)**
- 2022-2023 Ninety-five Thousand Dollars (\$95,000)**

Any reallocation of the Contribution amounts in whole or in part from one Fiscal Year to another shall require a written amendment signed by the Parties.

6.3 In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Proponent must submit its final claim for payment on or before **April 30, 2023**.

6.4 The Minister will not contribute to any Eligible Expenditure Incurred by the Proponent prior to or after the Eligible Expenditure Period.

6.5 If by the Project Completion, the Total Government Funding as set out in Schedule B (Budget and Eligible Expenditures) that the Proponent has received exceeds **One Hundred percent (100%)** of the Total Project Costs incurred, the Minister may require the Proponent to reimburse such excess back to Canada.

6.6 The Proponent represents that no other federal, provincial, territorial or municipal government assistance, other than those described below and listed in Schedule B (Budget and Eligible Expenditures), has been or will be provided in respect of the Total Project Costs incurred:

Canada:	One Hundred Thousand Dollars (\$100,000)
Other Federal:	Zero Dollars (\$0)
Provincial:	Zero Dollars (\$0)
Territorial:	Zero Dollars (\$0)
Municipal:	One Hundred Twenty Eight Thousand Dollars (\$128,000)
Total Government Funding:	Two Hundred Twenty Eight Thousand Dollars (\$228,000)

The Proponent shall advise the Minister promptly of any change in the Total Government Funding listed above during the term of this Agreement.

6.7 Within **sixty (60) days** after the Project Completion, the Proponent shall provide the Minister with a declaration as to the total amount of contributions or payments, including Total Government Funding, received by the Proponent.

7. METHOD OF PAYMENT

7.1 Subject to the terms and conditions of this Agreement, Canada shall make the Contribution toward the Eligible Expenditures Incurred for which the goods have been received or the services have been rendered.

7.2 Subject to the terms and conditions of this Agreement, Canada shall make the Contribution toward the Eligible Expenditures Incurred for which the goods have not been received or for which the services have not been rendered, provided that:

a) For equipment, materials, or products, or contracting services related to the purchase of equipment, materials, or products:

i) Any claim for an Eligible Expenditure greater than \$100,000, is supported by proper documentation, which includes, but is not limited to a signed contract, a payment schedule showing milestone payment due dates, and invoice(s) due by the Claim Period;

ii) Any claim for an Eligible Expenditure of up to \$100,000, is supported by proper documentation which includes, but is not limited to a purchase order, and invoice(s) due by the Claim Period;

b) For Eligible Expenditures that are not described in paragraph a) above:

i) Any claim for an Eligible Expenditure greater than \$50,000, is supported by proper documentation which includes, but is not limited to a signed contract or purchase order, showing payment due dates, and invoice(s) due by the Claim Period, and is subject to Canada's approval to reimburse the Eligible Expenditure before the goods or services pertaining to said Eligible Expenditure are received or rendered;

ii) Any claim for an Eligible Expenditure of up to \$50,000, is supported by proper documentation which includes, but is not limited to a purchase order, and invoice(s) due by the Claim Period.

For greater clarity, the amounts described herein include the total cost of the Eligible Expenditure, and not the amount of any individual invoice related to said Eligible Expenditure.

7.3 In order to receive payment of Eligible Expenditures, the Proponent shall submit claims for payment, as set out in Schedule C (Reports). All claims must be submitted no later than **thirty (30) days** after the end of each quarter ("Claim Period").

7.4 The Minister shall withhold **Ten percent (10%)** from each payment until the Proponent has:

a) completed the Project to the satisfaction of the Minister;

b) submitted a final report documenting the completion of the Project as set out in Schedule C (Reports) and the Minister has approved said report;

c) certified, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the Proponent has Incurred and Paid all claim for the payment of Eligible Expenditures of the Project; and

d) submitted and the Minister has received and approved a final statement of Eligible Expenditures Incurred and Paid in respect of the Project.

7.5 Notwithstanding Article 25 (Amendments), following receipt of a written request from the Proponent in accordance with Article 24 (Notices), the Minister may approve in writing at his sole discretion an extension to submit any claim or any report required to be submitted in accordance with this Agreement.

7.6 Where for any reason the Minister determines that the amount of the Contribution disbursed exceeds the amount to which the Proponent is entitled or the Proponent is not entitled to the Contribution, the Proponent must repay to Canada no later than **thirty (30) days** from the date of the Minister's notice, the amount of the overpayment or the amount of the Contribution disbursed. If the amount is not repaid by its due date, interest accrues at the Interest Rate for the period beginning on the due date and ending on the day before the day on which repayment to Canada is received. Any such amount is a debt due to Her Majesty the Queen in Right of Canada and is recoverable as such.

7.7 Without limiting the scope of the set-off rights provided for under the Financial Administration Act, it is understood that the Minister may set off against any amount that may be payable to the Proponent pursuant to this Agreement, any amounts owed and past due by the Proponent to Her Majesty the Queen in Right of Canada under any legislation or contribution agreements and the Proponent shall declare to the Minister all amounts outstanding in that respect when making any claim under this Agreement.

8. ACCOUNTS AND AUDITS

8.1 Prior to the Project Completion and for **three (3) years** after the expiration of this Agreement, as described in Article 3 (Duration of the Agreement), the Proponent shall, at its own expense.

a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;

b) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project ;

c) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents;

d) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Description of the Project) were implemented in accordance with this Agreement; and

e) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under Schedule C (Reports).

8.2 In respect of Eligible Expenditures related to professional, scientific and contracting services outlined in Schedule B (Budget and Eligible Expenditures), Canada's auditors may, acting reasonably, request that the Proponent's books, accounts and records be supplemented by information from the books, accounts and records of the subcontractors engaged by the Proponent having contracts in excess of **Twenty percent (20%)** of the Contribution for the purposes of the Project. The Proponent will use commercially reasonable efforts to obtain such information as is reasonably requested by Canada's auditors from the Proponent's subcontractors, subject to and to the extent permitted by terms of the applicable contracts and, in particular, the audit provisions of such contracts.

9. INTELLECTUAL PROPERTY

9.1 All Intellectual Property that arises in the course of the Project shall vest in the Proponent, or be licensed to the Proponent in the event that a Proponent's subcontractor retains title to such Intellectual Property.

9.2 The Proponent shall supply to Canada the reports and documents described in Schedule C (Reports), and the Proponent hereby grants to Canada a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the Access to Information Act, make publicly available such reports and documents for non-commercial governmental purposes.

10. INDEMNITY

10.1 Neither Canada, nor its employees, officers and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Proponent will indemnify and save harmless Canada, its employees, officers and agents, in respect of such claims.

11. DEFAULT

11.1 The Minister may declare that an event of default has occurred if:

a) the Proponent becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

b) an order is made which is not being contested or appealed by the Proponent or a resolution is passed for the winding up of the Proponent or it is dissolved;

c) in the opinion of the Minister, there has been a misrepresentation or breach of warranty under Article 2 (Representations and Warranties);

d) in the opinion of the Minister, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;

e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 4 (Conduct of Project), Article 5 (Impact Assessment) or Article 7 (Method of Payment) and any such defect has not been cured by or remedied by the Proponent within **thirty (30) days** of written notice of such defect having been provided to the Proponent; or

f) the Proponent neglects or fails to pay the Minister any amount due in accordance with this Agreement.

11.2 If the Minister declares that an event of default has occurred, in addition to all other remedies provided under contract law, the Minister may exercise one or more of the following remedies:

a) suspend any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;

b) terminate any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;

c) terminate this Agreement; and

d) direct the Proponent to repay all or part of the Contribution which has been paid to the Proponent, together with interest from the date of demand at the Interest Rate, with the exception of an event of default listed in Paragraph 11.1(d). Any such amount is a debt due to Her Majesty in Right of Canada and is recoverable as such.

For greater clarity, all above remedies are cumulative.

11.3 The fact that the Minister does not exercise a remedy that the Minister is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Minister in any way from later exercising any other right or remedy under this Agreement or other applicable law.

12. ACCESS

12.1 Prior to the Project Completion and for **three (3) years** after the expiration of this Agreement, The Proponent shall provide the Minister or Minister's representatives reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof, subject to providing reasonable notice and complying with the Proponent's safety requirements for such access.

13. REPORTS

13.1 The Proponent shall submit Project reports satisfactory to the Minister in accordance with the provisions of Schedule C (Reports) or as otherwise requested by the Minister.

14. DISPOSITION OF ASSETS

14.1 If, prior to the Project Completion and for **three (3) years** thereafter, the Proponent sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Canada has contributed under this Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Proponent shall immediately notify the Minister in writing of such sale, lease or disposition and, if the Minister so requires, the Proponent shall share with Canada the proceeds of the sale, lease or any other disposition in the same ratio as that of Canada's Contribution to the purchase of the Fixed Asset by the Proponent, except that Canada's share shall not exceed the Contribution.

15. SUBCONTRACTS

15.1 The Proponent shall not subcontract all or any part of the Project except as provided in the Proposal or as otherwise set forth below. The Proponent shall advise the Minister of any other new contract, not originally included in the Proposal, the Proponent enters into with a third party to undertake work on the Project where the estimate of the cost of the work to be performed exceeds **twenty percent (20%)** of the Contribution. The notice shall include a description of the extent and nature of the contracted work, the identity of the contractor, and the estimated cost of the contracted work. For greater certainty, for the purposes of this Article, there is no privity of contract between Canada and any of the Proponent's subcontractors; as such, the selection and amendment of any of the Proponent's subcontractors as may be listed in the Proposal is the sole responsibility of the Proponent and is not subject to the Minister's consent.

16. LEGAL RELATIONSHIP

16.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

16.2 The Proponent shall not make any representation that:

a) the Proponent is an agent of Canada; or

b) could reasonably lead any member of the public to believe that the Proponent or its contractors are agents of Canada.

17. ACKNOWLEDGEMENT

17.1 The Proponent shall acknowledge the financial support of Canada in all public information produced as part of the Project.

17.2 The Proponent will seek prior written consent of the Minister for any public acknowledgement of the financial support of Canada to this Project through news releases, public displays, and public and media events.

17.3 Except for releases of information required to comply with securities regulations or other laws, where media announcements and public events relating to this Project are to be made by a Party, the Party shall use commercially reasonable efforts to give to the other a **three (3) weeks** prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.

17.4 The Proponent acknowledges that the Proponent's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Government of Canada.

18. TIME OF ESSENCE

18.1 Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

19. MEMBERS OF PARLIAMENT

19.1 No Member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom that is not otherwise available to the general public.

20. CONFLICT OF INTEREST

20.1 It is a term of this Agreement that all current or former public servants to whom the federal *Values and Ethics Code* for the Public Sector, federal *Policy on Conflict of Interest and Post-Employment*, or *NRCan Values and Ethics Code* applies shall comply with the Codes or Policy, as applicable.

20.2 If any individual working for the Proponent formerly provided consultancy services to the Minister that are related to this Agreement, particularly any services associated with developing the Agreement or developing the Project which is the subject of this Agreement, the Proponent is considered to be in a real, perceived, or potential conflict of interest situation.

20.3 If a conflict of interest situation arises during the Agreement, the Proponent shall notify the Minister, in the manner prescribed in Article 24 (Notices). Upon request, the Proponent shall notify the Minister of all reasonable steps taken to identify, avoid, prevent, and where it exists, resolve any conflict of interest situation.

20.4 The Minister may investigate a real, perceived, or potential conflict of interest and take such steps and measures as the Minister considers appropriate, including without limitation: informing the Proponent that it is in a conflict of interest situation; requesting specific actions be taken to correct the situation; requiring the Proponent to withdraw any individual from participation in the Project for reasons of conflict of interest; suspending payments under the Agreement; or terminating the Agreement.

21. FORCE MAJEURE

21.1 The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a "force majeure event"). If a force majeure event frustrates the performance of this Agreement, Canada will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event.

21.2 The performance of the obligation affected by a "force majeure event" as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than **thirty (30) days**, this Agreement may be terminated by Canada.

21.3 Should either Party claim the existence of a "force majeure event" as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a "force majeure event" shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

22. GOVERNING LAW

22.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of Ontario.

23. ASSIGNMENT

23.1 No benefit arising from this Agreement shall be assigned in whole or in part by the Proponent without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

24. NOTICES

24.1 The claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Canada:

Paula Vieira
Executive Director
Fuel Diversification Division
Clean Fuels Branch
Natural Resources Canada
580 Booth Street
Ottawa, Ontario
K1A 0E4
Telephone: 613-513-3789

E-mail: paula.vieira@canada.ca

To the Proponent:

Sneha Madur
Corporate Energy Management Engineer
The Corporation of the City of London
300 Dufferin Avenue
London, Ontario
Canada
N6A 4L9
Telephone: (519) 661-2489 Ext. 5695
E-mail: smadur@london.ca

24.2 Requests, notices and documents are deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party; by facsimile or electronic mail, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

24.3 The Minister and the Proponent agree to notify each other in writing if the above contact information changes. This requirement will not cause an Amendment.

25. AMENDMENTS

25.1 No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

26. DISPUTE RESOLUTION

26.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

27. APPROPRIATION

27.1 The payment of monies by Canada under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made.

27.2 Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the Contribution to the Project upon written notice to the Proponent in the event that the funding levels for the Department of Natural Resources are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the Contribution, the Parties agree to amend the Project and the Eligible Expenditures of the Project, namely this Agreement, to take into account the reduction or cancellation of the Contribution.

28. LOBBYING ACT

28.1 The Proponent shall ensure that any person lobbying on behalf of the Proponent is registered pursuant to the Lobbying Act and that the fees paid to the lobbyist are not to be related to the value of the Contribution.

29. SUCCESSORS AND ASSIGNS

29.1 This Agreement shall inure to the benefit of and be binding on the Parties and their respective representatives, successors and assigns.

30. OFFICIAL LANGUAGES/LANGUES OFFICIELLES

30.1 This Agreement is drafted in **English** at the request of the Parties. Les Parties ont convenu que le présent Accord soit rédigé en **anglais**.

30.2 All public information documents related to the Project prepared or paid for in whole or in part by Canada must be made available in both official languages, when the Department of Natural Resources judges that this is required under the Official Languages Act. Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au Projet doit être offert dans les deux langues officielles, lorsque le Ministère des ressources naturelles le juge pertinent, conformément à la Loi sur les langues officielles.

31. COUNTERPART SIGNATURE

31.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF and other electronic copies, each of which when taken together, will constitute one instrument.

32. SEVERABILITY

32.1 Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision which most nearly reflects the Parties' intent in entering into this Agreement.

33. ENTIRE AGREEMENT

33.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the Parties.

IN WITNESS THEREOF, this Agreement is duly executed on behalf of Her Majesty the Queen in Right of Canada by an officer duly authorized by the Minister of Natural Resources and on behalf of the Proponent, by an officer duly authorized on its behalf.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Date

Debbie Scharf
Director General
Clean Fuels Branch
Low Carbon Energy Sector

THE CORPORATION OF THE CITY OF LONDON

Date

Ed Holder
Mayor of London

Date

Catherine Saunders
City Clerk

SCHEDULE A

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

THE CORPORATION OF THE CITY OF LONDON

DESCRIPTION OF THE PROJECT

1. Project Description

TITLE	Corporate Fleet EV Charging Infrastructure
OBJECTIVE	The objective of this Project is to support the deployment of infrastructure in public places, on-street, multi-unit residential buildings, workplace, as well as, strategic infrastructure projects for urban delivery and fleet applications.
DESCRIPTION	<p>The Proponent is installing 20 Level 2 chargers for their electric vehicle (EV) light-duty fleet in the City of London. The Proponent is committed to expand its EV infrastructure so as to provide the City’s fleet vehicles with greater access to EV charging. The current locations selected for this project are distributed across several of the City’s departments resulting in greater ease of corporate fleet EV movement.</p> <p>The project supports the City’s Green Fleet requirements and assists the City of London’s progress towards meeting its greenhouse gas emission targets.</p>
BENEFITS	<p><u>Benefits to Canada:</u></p> <ul style="list-style-type: none"> • Encourage strategic deployment of the infrastructure network that supports lower carbon options in the transportation sector. • Encourage the use of electric and alternative fuel vehicles in Canada. • Supply and demand for lower carbon transportation options in Canada continues to grow in the transportation sector. <p><u>Benefits to Stakeholders:</u></p> <ul style="list-style-type: none"> • Increase capacity to encourage awareness, availability and use of lower carbon transportation options such as alternative fuelled vehicles and fuels. • Encourage a clean economic growth and the creation of jobs by installing and managing infrastructure. • Encourage Canadian companies who have positioned themselves as leaders in the development and deployment of alternative fuels and clean technologies.

2. Tasks and Timelines

<u>Tasks</u>	<u>Timelines</u>
Task 1 – Engineering and design	January 2022
Task 2 – Permit acquisition	January 2022
Task 3 – Equipment procurement	April 2022
Task 4 – Construction	October 2022
Task 5 – Inspection as to completion and full operation of the infrastructure	January 2023
Task 6 – Project management and reporting	May 2023
Task 7 – Open to its intended users and activities have begun.	No later than March 31, 2023

3. Key Performance Indicators

- Number of infrastructure installed or built.
 - Infrastructure is operational and open to its intended users before **March 31, 2023**.
4. The Proponent must submit a written request to Canada to make an adjustment to station location. This request is subject to the approval in writing by Canada's representative identified in Article 24 (*Notices*).

SCHEDULE B

To the Agreement between

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
And
THE CORPORATION OF THE CITY OF LONDON**

BUDGET AND ELIGIBLE EXPENDITURES

1. Subject to the limitations set out in Article 6 (*Contributions Article*), Eligible Expenditures shall be approved in accordance with Treasury Board Guidelines associated with the execution of the various Activities as described in Schedule A (Description of the Project).

Approved Budget (\$)	2021-22	2022-23	TOTAL (\$)
The Program (NRCan Contribution)	\$ 5,000	\$ 95,000	\$ 100,000
ELIGIBLE EXPENDITURES			
Salaries and benefits	\$ 3,000	\$ 26,000	\$ 29,000
Professional services	\$ 7,000	\$ 60,000	\$ 67,000
Reasonable travel costs, including transportation, meals and accommodation	\$ -	\$ -	\$ -
Capital expenses, including informatics and other equipment or infrastructure	\$ 10,000	\$ 100,000	\$ 110,000
Rental fees or leasing costs	\$ -	\$ -	\$ -
License fees and permits	\$ -	\$ -	\$ -
Costs associated with Environmental Assessments	\$ -	\$ -	\$ -
Overhead Expenses	\$ 2,000	\$ 20,000	\$ 22,000
Total per fiscal year:	\$ 22,000	\$ 206,000	
Total Eligible Expenditures			\$ 228,000
INELIGIBLE COSTS			
INELIGIBLE EXPENDITURES			
	\$ -	\$ -	\$ -
Total Ineligible Expenditures			\$ -
IN-KIND COSTS			
	\$ -	\$ -	\$ -
Total In-Kind Costs			\$ -
Total Ineligible Costs			\$ -
TOTAL PROJECT COSTS			\$ 228,000

Source of Contributions:	Percentage (%)	Cash (\$)	In-Kind (\$)	Total (\$)
The Program	44%	100,000	N/A	100,000
The Proponent	56%	128,000	0	128,000
TOTAL	100%	\$228,000	\$0	\$228,000

NOTE: the following limitations apply to the approved budget above:

- 1) In accordance with the departmental GST/PST/HST certification form, the reimbursable Provincial Sales Tax, the Goods and Services Tax and the Harmonized Sales Tax costs must be net of any tax rebate to which the Proponent is entitled.
- 2) In-kind costs are those contributions of goods or services provided by the Proponent or other contributors that are considered towards Total Project Costs; however; they are not eligible for reimbursement.
- 3) The Proponent will be paid travel and living expenses, reasonably and properly incurred in the performance of the tasks outlined in Schedule A (Description of the Project), at cost, without any allowance for overhead or profit in accordance with The National Joint Council Travel Directive, updated as required to cover the period during which the travel takes place at:
<http://www.tbs-sct.gc.ca/psm-fpfm/pay-remuneration/travel-deplacements/menu-travel-voyage-eng.asp>
- 4) Overhead expenses shall be directly related to the Project and are limited to fifteen percent (15%) of total Eligible Expenditures.

2. Eligible Expenditures:

- Salary and benefits;
- Professional services (e.g. scientific, technical, management; contracting; engineering; construction; installation, testing and commissioning of equipment; training; marketing; data collection; logistics; maintenance; printing; distribution; audit and evaluation);
- Reasonable travel costs, including transportation, meals and accommodation;
- Capital expenses, including informatics and other equipment or infrastructure;
- Rental fees or leasing costs;
- License fees and permits;
- Costs associated with Environmental Assessments;
- GST, PST and HST net of any tax rebate to which the recipient is entitled; and
- Overhead expenses directly related to the Project will be considered to a maximum of fifteen percent (15%) of Eligible Expenditures.

3. Non-Eligible Expenditures:

- In-kind;
- Land costs;
- Legal costs; and
- Costs incurred outside the Eligible Expenditure Period.

- 4.** Notwithstanding Article 25 (*Amendments*), provided the Contribution for any given Fiscal Year is not exceeded, the Proponent may adjust any cost allocated by Eligible Expenditure as listed above by up to **twenty percent (20%)** of that cost without providing notice to Canada. At the time of submitting a claim for payment, the Proponent must provide Canada with a revised budget.

The Proponent must submit a written request to Canada to make an adjustment greater than **twenty percent (20%)**. The request must include a revised budget. This request is subject to the approval in writing by Canada's representative identified in Article 24 (*Notices*).

SCHEDULE C

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

THE CORPORATION OF THE CITY OF LONDON

REPORTS

1. Payment Claims:

The Proponent shall provide the following documentation in accordance with the frequency set out below:

Claim period:	Due no later than:
From the date of signature of the Agreement by Canada to June 30, 2021.	July 31, 2021
From July 1, 2021 to September 30, 2021.	October 30, 2021
From October 1, 2021 to December 31, 2021.	January 29, 2022
From January 1, 2022 to March 31, 2022.	April 30, 2022
From April 1, 2022 to June 30, 2022	July 31, 2022
From July 1, 2022 to September 30, 2022.	October 30, 2022
From October 1, 2022 to December 31, 2022.	January 31, 2023
From January 1, 2023 to March 31, 2023.	April 30, 2023

- i. a financial report signed by the Chief Financial Officer or Duly Authorized Officer of the Proponent which outlines Eligible Expenditures Incurred by nature of cost;
- ii. an employees' time summary sheet when claiming salary and benefits. On this summary sheet, the Proponent must detail the number of hours, rate per hour and total amount for each task in this Agreement for each employee (or category of employees) and be certified by the Chief Financial Officer or Duly Authorized Officer of the Proponent;
- iii. a detailed report of all travel including a breakdown of all transportation (e.g. airline costs, train costs, taxis), accommodation, travel times, per diem meal amounts, and any other travel costs;
- iv. an updated Project quarterly cash flow statement and budget;
- v. a written summary report on the progress achieved in the task(s) which will demonstrate the outcomes achieved in the reporting period; this report must identify any delays, issues or risks and details of mitigation plans regarding these issues; and
- vi. any permit issued during the reporting period.

Subject to the terms and conditions of this Agreement, if the Proponent cannot submit a claim for payment on or before **March 31** of a Fiscal Year, the Proponent shall **no later than April 5** provide the Minister with a signed statement of anticipated Eligible Expenditures Incurred **up to March 31**, in order for the Minister to establish a Payable at Year-End.

2. Final Reports (Financial and Progress/Technical):

The Proponent shall submit, **no later than sixty (60) days (May 31, 2023) after Project Completion:**

- i. a financial report that shall demonstrate how the Contribution was spent, including the receipt of goods and/or services being funded by Canada;
- ii. a Project's activity report of the first week after the Project is open its intended users;
- iii. a final narrative report to describe how its activities have contributed to the achievement of the objectives, the benefits and the key performance indicators of the Project as described in Schedule A (Description of the Project), including the results of the Project in comparison to the original outputs and work plan;

- iv. a certification, in the manner set out in Schedule D (Certification of Eligible Expenditures Incurred and Paid), that the claims for payment of Eligible Expenditures of the Project have been Incurred and Paid by the Proponent.

SCHEDULE D

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

THE CORPORATION OF THE CITY OF LONDON

CERTIFICATION OF ELIGIBLE EXPENDITURES INCURRED AND PAID

1. Pursuant to Article 7 (*Method of Payment*) of this Agreement, the Proponent must submit, no later than **May 31, 2023**, the following certification in writing on company letterhead and signed by the duly authorized officer as follows.

“All claims for payment submitted to Canada for the reimbursement of Eligible Expenditures of the Project have been Incurred and Paid by The Corporation of The City of London (“the Proponent”) as of the date of this certification by the undersigned and all supporting documents to this effect have been kept in our records and will be made available to the Minister upon request.”

In accordance with Article 6 (Contributions), the Proponent, as of the date of this certification by the undersigned has reported all contributions and payments, including Total Government Funding, received by the Proponent.

“I _____ an officer of The Corporation of The City of London, duly authorized on behalf of the Proponent hereby represent and warrant that the above noted declarations are true and accurate. I understand that if, in the opinion of the Minister, there has been a misrepresentation or a breach of this warranty, the Minister could place the Proponent in default of the terms, conditions or obligations of the Agreement, and may exercise the Minister’s right to terminate this Agreement, and direct the Proponent to repay forthwith all or any part of the monies paid by Canada pursuant to this Agreement.”

Date: _____

Signature: _____

Title: _____



Architectural Conservancy Ontario - London Region

c/o Grosvenor Lodge
1017 Western Road
London, ON N6G 1G5

Councillor Elizabeth Pelosa
Chair, Civic Works Committee
City of London
300 Dufferin Ave.
London, ON N6B 1Z2
Sent via email

October 1, 2021

RE: Public Delegation Meeting Request on 100 Stanley St.

Dear Councillors Pelosa, Cassidy, Turner, Helmer, and Van Meerbergen

The Board of the Architectural Conservancy Ontario, London Branch (ACO-L) would like to request a Public Delegation meeting with the Civic Works Committee for the October 13th meeting. The City Council's sudden reversal of its decision to move 100 Stanley Street in favour of demolition shocked the heritage community. The property's heritage value as a unique example of Queen Anne construction has been detailed and recognized throughout all the Wharncliffe South Improvement planning, and the sudden shift to a demolition requires more public examination and discussion.

Through both the Unterman McPhail study and the project's Environmental Assessment, the property is recognized within the City of London Inventory of Heritage Resources as a Designated Priority 1 under Part IV of the OHA. In Appendix A of the Environmental Assessment its relocation inclusion is a key part of the Wharncliffe Road South Improvement Project. There was never any question that the heritage property would not be retained through any of the planning documents from 2016 until the sudden staff recommendation for demolition in March 2021.

ACO-L and the public would like to better understand how a well-documented public plan to save an important cultural property -- through a relocation approved directly by the Ontario Minister of the Environment, Conservation and Parks through a Part 11 Order Request (attached) and endorsed by LACH - was suddenly overturned in favour of demolition with no previous public discussion. Demolition was never an option in any of the formal documentation. In addition, there was no detailed cost analysis presented for this recommendation and no regard for the important status of the building in the reversal report. All the public documentation details how the property was to be retained due to its unique features and historical status, and not whether it was important to save only if it was inhabited by the past owner- a publicity red herring problem, but not a valid reason to demolish.

The important value of the heritage property lies in the heritage property itself; the expropriation settlement with the owner does not affect the property's very important heritage status. This puts the City in the conflicting position of buying an important heritage home only to demolish it, against all the other values contained in the London Plan and past Strategic Plan goals that should be guidelines for such a decision.

The need to move the building was decided for two reasons, as far as ACO-L can determine from the Minister's decision: the use of the crane might endanger the building's integrity, and the site is needed for a major utilities upgrade to the area. How did the City move from relocation to demolition under the Ministerial conditions?

ACO-L questions the validity of the estimated 'new' cost of \$900,000 to \$1,100,000 to relocate 100 Stanley. The accounting for any extra new costs were never detailed or tabled in any of the reports. Therefore ACO-L undertook its own research into moving costs and contacted two of the most well-known and reputable heritage building movers. It is our understanding that none of the usual heritage building movers were asked to quote on this move, which concerns us as well. The Laurie McCulloch Building Moving Company quote is attached. Both quotes ACO-L received were inclusive of all project costs and are well within the original Wharncliffe South budget allocated for moving the heritage home across the street. Both quotes came in under \$400,000 for the full move.

Even with some incremental additions, such as an engineer overseeing a moving company and minor repairs, the cost for moving the structure across the street is a straight-forward and very short move, and the impact on the building and any traffic issues would be small. How costs could be double what the ACO received as quotes needs further investigation and discussion, and a chance for the public to examine how the City calculated these "ballooned" costs that will cost the public an unreplaceable heritage resource.

The original full costing in the Wharncliffe South budget must have included the basic cost of relocation and a very healthy budget for the accommodation, storage and moving costs of the owner's effects. The City's settlement with the owner might have been higher than expected than the original 2017 budget included, but the extra budget for effects would have covered a large piece of the overall moving budget. Londoners understand the nature of construction cost inflation, yet, even with the settlement, there must still be room in the budget for saving this important property and recouping a large part of the moving cost through resale.

We would like to present our arguments in more detail, and have the Civic Works consider these questions about the sudden doubling of the moving budget and the move to demolish - rather than save - this very important heritage property. Given that retaining the original plan for 100 Stanley Street relocation should still be within the Wharncliffe South Improvement budget; that the stated public goal was always to retain this significant part of our Heritage Resources; and, given that there is a every possibility to re-coup a large part of the moving costs through resale, the ACO-L believes that there needs to be more investigation and discussion of the demolition recommendation.

Thank you for your time and attention, we hope our request for a Public Delegation affords us the opportunity to discuss these matters in more detail.

Joseph O'Neill,
Vice President, ACO London

Brenda McQuaid
Board Member, ACO London

Cc: Ms. Audrey Pascual, Secretary, Civic Works Committee, sent via email

Laurie McCulloch Building Moving

960 Taunton Rd E
Whitby, ON L1R 3L8
Phone: (905) 728-0884
Fax: (905) 743-0528
info@mccullochmovers.ca

Wednesday, April 21, 2021

ACO - London
164 Wychwood Park
London , Ontario. N6G 1R9

Budgetary Quotation

RE: Heritage House Relocation at 100 Stanley Street, London, Ontario relocating across street

Scope of Work

- Install steel framework
- Lift building free of current foundation
- Load onto fully oscillating hydraulic steering dollies for travel
- Relocate to new location
- Place according to your surveyor's marks
- Hold building in place to while basement built by others
- Remove steel framework

Exclusions

The following are not in our scope:

- Cleaning out of current basement of all organic materials
- Permits
- Police
- Overhead Utility relocations and movement to accommodate move
- Foundations for building
- Excavation around the perimeter of the building down to footing level to allow for placement of steel beams
- Excavation for foundation
- Service disconnections and reconnections
- Surveyors required permanent building placement

Assumptions

The following is assumed in the pricing

- Building relocated to lot directly across the street
- Adequate laydown area for relocation steel and equipment
- Onsite parking for company trucks
- Temporary power and water
- Minimum six ft basement under current structure and new foundation

Cost

The cost for the relocation will be approx. Three Hundred Seventy-Five Thousand Plus HST

Based on supplied information and is to be used for budget purposes only

Yours Truly

Greg McCulloch

Greg McCulloch
Laurie McCulloch Building Moving

Ministry of the Environment,
Conservation and Parks

Ministère de l'Environnement,
de la Protection de la nature et des
Parcs



Office of the Minister

Bureau du ministre

77 Wellesley Street West
11th Floor, Ferguson Block
Toronto ON M7A 2T5
Tel.: 416.314.6790
Fax: 416.314.6748

77, rue Wellesley Ouest
11^e étage, édifice Ferguson
Toronto ON M7A 2T5
Tél.: 416 314-6790
Télééc.: 416 314-6748

357-2018-1072

DEC - 6 2018

Mr. Ted Koza
Transportation Design Engineer
City of London
PO Box 5035
300 Dufferin Avenue
London ON N6A 4L9

Dear Mr. Koza:

Between April 16 and May 4, 2018, I received three Part II order requests asking that the City of London be required to prepare an individual environmental assessment for the proposed improvements to Wharncliffe Road South, between Becher Street and Commissioners Road West.

I am taking this opportunity to inform you that I have decided that an individual environmental assessment is not required. This decision was made after giving careful consideration to the issues raised in the requests, the project documentation, the provisions of the Municipal Class Environmental Assessment, and other relevant matters required to be considered under subsection 16(4) of the Environmental Assessment Act.

Despite my not requiring an individual environmental assessment be prepared, in reviewing the requests it was noted that there are concerns regarding the project's potential impacts to heritage resources. In order to ensure these impacts are mitigated, I am imposing the following conditions on the project:

1. The City shall confirm the project's direct and indirect impacts to any heritage resources prior to construction. The City shall consult with the Ministry of Tourism, Culture and Sport to determine what technical cultural heritage studies will be required, consider any recommended mitigation measures, and provide any completed technical cultural heritage studies to the Ministry of Tourism, Culture and Sport, the City's heritage planner, and the City's Advisory Committee on Heritage for comment.

Mr. Ted Koza
Page 2.

2. The City shall submit a written report to the Director, Environmental Assessment and Permissions Branch, on how it has fulfilled Condition 1.

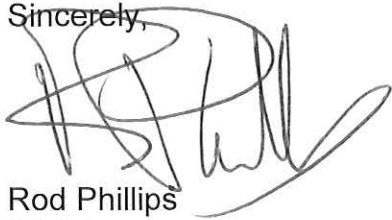
The reasons for my decision may be found in the attached table. In the interest of transparency, I encourage you to make this letter available to the greater public on City's website.

With this decision having been made, the City can now proceed with the project, subject to the conditions I have imposed and any other permits or approvals required. The City must ensure the project is implemented in the manner it was developed and designed, as set out in the project documentation, and inclusive of all mitigating measures, commitments and environmental and other provisions therein. If it is determined that changes are required to the project, please feel free to contact ministry staff for additional guidance.

Lastly, I would like to ensure that the City understands that failure to comply with the act, the provisions of the Municipal Class Environmental Assessment, and failure to implement the project in the manner described in the planning documents, are contraventions of the act and may result in prosecution under section 38 of the act.

I am confident that the City recognizes the importance and value of the act and will ensure that its requirements and those of the Municipal Class Environmental Assessment are satisfied.

Sincerely,



Rod Phillips
Minister

Attachment

c: Requesters
EA File No. 18045 – Wharncliffe Road South Improvements (London)

**Wharncliffe Road Improvements – City of London
Municipal Engineers Association Municipal Class Environmental
Assessment**

Minister's Review of Issues Raised by Requesters

Issue	Response and Analysis
<p>A heritage-designated property at 100 Stanley Street will be impacted.</p>	<p>The City determined that it must fully replace the Canadian National Railway bridge over Wharncliffe Road. In order to do this, the City plans to construct a replacement bridge to the north of the existing one, and then shift it into place after the old one is demolished. This requires using land immediately north of the existing bridge, which includes 100 Stanley Street.</p> <p>100 Stanley Street is a yellow brick house built in 1893, and was designated as a heritage property under the Ontario Heritage Act. The City was aware early on in the process that the project may impact the property and its heritage, and examined two other alternatives to avoid impacts and preserve the house on-site:</p> <ul style="list-style-type: none"> • Shifting Wharncliffe Road to the west was not feasible as it would create sight line issues, safety concerns, greater impacts to approximately 20 additional properties and increased costs. • Detouring active rail traffic on a temporary structure to the south was not a feasible option because it would increase the construction footprint, increase costs, result in additional road closures, and extend the construction schedule. Some property acquisition of 100 Stanley Street was still required with this option. <p>The City considered keeping the house on-site with a reduced work area. The City determined this was not feasible, because of potential utility conflicts and risks associated with using work equipment adjacent to the house. There was no guarantee that the City could feasibly construct the bridge with the limited space without damaging the property. Overall, the City determined that keeping 100 Stanley Street on-site was not feasible.</p> <p>In order to complete the bridge replacement and preserve 100 Stanley Street's heritage value to the greatest extent possible, the City has suggested moving the entire house</p>

Issue	Response and Analysis
	<p>intact to a nearby parcel of land. The proposal comes after consultation with the Ministry of Tourism, Culture and Sport, as well as the City's Advisory Committee on Heritage. The City has committed to this in the Environmental Study Report.</p> <p>The ministry is satisfied that the City considered impacts to 100 Stanley Street.</p>
<p>The project will impact other heritage-designated properties.</p>	<p>The City completed a Cultural Heritage Assessment Report to take an inventory of known and potential heritage resources along Wharncliffe Road South, and the project's potential impacts to them. The project may have direct and significant impacts on seven known and potential heritage resources:</p> <ul style="list-style-type: none"> • 100 Stanley Street; • The Canadian National Railway underpass, which must be completely replaced; • Three built heritage resources: 69, 87, and 189 Wharncliffe Road South, which will be demolished; and, • Two heritage landscapes: 185-191 and 315-325 Wharncliffe Road South, a total of six additional structures that will be demolished. <p>With the exception of the Canadian National Railway underpass, the City committed to reviewing all directly impacted built heritage resources and heritage landscapes against the Criteria for Determining Cultural Heritage Value or Interest (Ontario Regulation 9/06) to determine if they qualify for designation under the Ontario Heritage Act. The City also committed to completing any further studies for any significant resources with direct impacts.</p> <p>Indirect impacts are anticipated to another 34 properties, as well as the Wortley Village Heritage Conservation District. These impacts are generally limited to acquiring small portions of land along the edge of the properties, and will not directly impact structures. The City has determined no mitigation is required for these minor impacts. I am satisfied that impacts to heritage resources were identified and considered during the Municipal Class Environmental Assessment process.</p> <p>The ministry reached out to the Ministry of Tourism, Culture</p>

Issue	Response and Analysis
	<p>and Sport for comment on the City's study of heritage impacts. The Ministry of Tourism, Culture and Sport stated that there were inconsistencies in the potential impacts, mitigation measures and commitments identified in the Cultural Heritage Assessment Report, and how they were summarized in the Environmental Study Report.</p> <p>The Ministry of Tourism, Culture and Sport also raised impacts to the Canadian National Railway underpass itself as a concern. The underpass is owned by a federally regulated railway and cannot be listed or designated under the Ontario Heritage Act. The City, however, must still examine potential impacts to heritage resources. The Ministry of Tourism, Culture and Sport recommends that technical cultural heritage studies are completed for the Canadian National Railway underpass.</p> <p>I am imposing a condition requiring the City to confirm the project's direct and indirect impacts to any heritage resources. This will require the City to consult with the Ministry of Tourism, Culture and Sport to determine what technical cultural heritage studies will be required, consider any recommended mitigation measures, and submit this information to the Ministry of Tourism, Culture and Sport, the City's heritage planner, and the City's Advisory Committee on Heritage for comment.</p>
<p>Construction will impact local businesses and local residences due to road closures and traffic diversions.</p>	<p>Through the Municipal Class Environmental Assessment process, the City selected an alternative that minimizes the amount and duration of disruption to local roads during construction. The City provided general estimates of construction closures and durations, and completed a preliminary design. The City will be able to provide more precise details about construction closures as it proceeds through detailed design, and committed to ongoing consultation with local businesses and residents.</p> <p>I am satisfied that construction impacts were considered and minimized.</p>
<p>The City's public consultation was ineffective.</p>	<p>The City issued project notices directly by mail to all property owners within the study area in February 2015, May 2015, November 2016, and March 2018.</p> <p>The mailing list was expanded during the Class</p>

Issue	Response and Analysis
	<p>Environmental Assessment process to anyone that requested to be added. The City met with requesters who were located in the Riverforks neighbourhood (north of the Canadian National Railway underpass) in November 2015 and September 2016. As a result of this interest, the City expanded its mailing list to include all residents of the Riverforks area.</p> <p>The City held two public information centres on June 11, 2015, and November 30, 2016, and they were attended by the requesters. Following public information centres, the City also had direct correspondence and separate meetings with the requesters.</p> <p>I am satisfied that the City completed the consultation requirements of the Municipal Class Environmental Assessment, and consulted further with the requesters directly.</p>
<p>The City treated Canadian National Railway differently than the requesters.</p>	<p>The City consulted with Canadian National Railway throughout 2016, as it owns the railway bridge over Wharncliffe Road, giving it authority over any design and construction plans for the bridge. The project may create impacts on railway operations due to temporary track closures, and the City has consulted with Canadian National Railway to mitigate those impacts.</p> <p>The City also met with the requesters. The City assessed property impacts of different alternatives and alternative designs, and selected alternatives that reduced the total number of property owners affected. The project may create property impacts, and the City has consulted with those directly affected landowners to mitigate those impacts.</p> <p>I am satisfied that it provided similar opportunities to work with all stakeholders and the public, and has worked to mitigate all potential impacts.</p>
<p>The project will impact air quality and result in increased greenhouse gas emissions.</p>	<p>The project area is a 2.7 kilometre portion of an existing roadway that experiences localized traffic and bottleneck conditions. The purpose of the project is to improve safety and to alleviate congestion in a localized area. One of the City's objectives was to encourage more active transportation. The project provides for a safer walking</p>

Issue	Response and Analysis
	<p>environment for this purpose.</p> <p>I am satisfied that the City is not significantly expanding vehicular capacity, and is aiming to improve traffic flow and reduce idling.</p>
<p>The project is piecemealing the environmental assessment requirements for future bus rapid transit.</p>	<p>The City has confirmed that it is not planning bus rapid transit along this stretch of Wharnccliffe Road South. The City is planning a bus rapid transit corridor north of the project area through a separate transit project assessment process to fulfill its environmental assessment requirements. The City is optimizing local bus service along Wharnccliffe Road to support the future bus rapid transit corridor. This will includes removing six existing bus stops and installing bus bays at two major existing bus stops.</p> <p>I am satisfied that these are separate undertakings, and the City's environmental assessment requirements are not being piecemealed.</p>



100 Stanley Street

Delegation Presentation by ACO London

October 13, 2021
Civic Works Committee Meeting

Contractor Move Estimates

Item	November 2020	January 2021
Relocation contractor	\$490,000	\$700,000
Post-move repairs/upgrades	\$0	\$200,000
Site works/utilities (incl decks and parking pad?)	\$50,000	\$100,000
Temporary (?) utility relocation	\$200,000	\$200,000
Property monitoring	\$0	\$40,000
Consultant fees	\$50,000 to \$100,000 \$128,000	\$250,000
Contingency fees not incl above	\$100,000	\$300,000
Total	\$1,043,000	\$1,790,000

Estimate Based on ACO Research

Item	April 2021
Relocation contractor (incl new foundation)	\$480,000
Post-move repairs/upgrades	\$50,000
Site works/utilities (incl driveway and basic landscaping)	\$50,000
Temporary (?) utility relocation	\$0
Property monitoring	\$40,000
Consultant fees	\$50,000
Contingency fees not incl above	\$100,000
Total	\$770,000

Probable Sale Price

- Actual cost to city: \$500,000
- Average home price in London/
St. Thomas
 - August 2020: \$500,000
 - Jan 2021: \$610,000
 - March 2021: \$650,000
 - July 2021: \$615,000
- Post-relocation sale price assumed by contractor
(after \$200,000 of repairs and upgrades, and
with a new modern basement): \$450,000
 - Based on the current real estate market, a minimum of
\$600,000 would be more realistic in our opinion

Net Cost to Relocate

- Contractor: $\$1,790,000 - \$450,000 = \$1,340,000$
- ACO estimate: $\$770,000 - \$600,000 = \$170,000$

Contractor Demolition Estimate

Item	November 2020	January 2021
Demolition contractor	?	\$100,000
Salvage heritage features	?	\$70,000
Property monitoring	?	\$20,000
Consultant fees	?	\$50,000
Contingency fees not incl above	?	\$50,000
Tipping fees	?	?
Total	?	\$290,000 + ?

- Contractor estimate of sale price of vacant lot not used: \$70,000
- Sale of heritage features salvaged?
- Estimated net cost: \$290,000 - \$70,000 = \$220,000

We thank you for
your time.

DEFERRED MATTERS

CIVIC WORKS COMMITTEE

as of October 4, 2021

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Rapid Transit Corridor Traffic Flow</u> That the Civic Administration BE DIRECTED to report back on the feasibility of implementing specific pick-up and drop-off times for services, such as deliveries and curbside pick-up of recycling and waste collection to local businesses in the downtown area and in particular, along the proposed rapid transit corridors.</p>	December 12, 2016	Q1, 2022	K. Scherr J. Dann	
2.	<p><u>Garbage and Recycling Collection and Next Steps</u> That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste, the following actions be taken with respect to the garbage and recycling collection and next steps: ii) an Options Report for the introduction of a semi or fully automated garbage collection system including considerations for customers and operational impacts.</p>	January 10, 2017	Q1, 2022	K. Scherr J. Stanford	
3.	<p><u>Bike Share System for London – Update and Next Steps</u> That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the potential introduction of bike share to London: that the Civic Administration BE DIRECTED to finalize the bike share business case and prepare a draft implementation plan for a bike share system in London, including identifying potential partners, an operations plan, a marketing plan and financing strategies, and submit to Civic Works Committee by January 2020; it being noted that a communication from C. Butler, dated August 8, 2019, with respect to the above matter was received.</p>	August 12, 2019	Q1, 2022	K. Scherr J. Stanford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
4.	<p><u>Best Practices for Investing in Energy Efficiency and GHG Reduction</u> That Civic Administration BE REQUESTED to develop a set of guidelines to evaluate efficiency and Greenhouse Gas reduction investments and provide some suggested best practices.</p>	June 18, 2019	Q4, 2021	K. Scherr J. Stanford	
5.	<p><u>MADD Canada Memorial Sign</u> That the following actions be taken with respect to the memorial sign request submitted by Shauna and David Andrews, dated June 1, 2020, and supported by Mothers Against Drunk Driving (MADD) Canada:</p> <p>a) the Civic Administration BE DIRECTED to engage in discussions with MADD Canada regarding MADD Canada Memorial Signs and bring forward a proposed Memorandum of Understanding with MADD Canada for Council's approval;</p> <p>it being noted that MADD will cover all sign manufacturing and installation costs;</p> <p>it being further noted that the Ministry of Transportation and MADD have set out in this Memorandum of Understanding ("MOU") the terms and conditions for the placement of memorial signs on provincial highways which is not applicable to municipal roads;</p> <p>it being further noted that MADD provides messages consistent with the London Road Safety Strategy; and,</p> <p>b) the Civic Administration BE DIRECTED to work with MADD Canada to find a single permanent location in London for the purpose of memorials.</p>	July 14, 2020	Q4, 2021	D. MacRae A. Salton	
6.	<p><u>Street Renaming By-law, Policies and Guidelines</u> That the following actions be taken with respect to the street renaming of Plantation Road:</p>	September 22, 2020	TBD	G. Kotsifas	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>b) the Civic Administration BE DIRECTED to undertake a review of City's By-laws, Policies and Guidelines relating to street naming processes and approvals and report back to the Civic Works Committee on any recommended changes to the process(es) that would support and implement the City's commitment to eradicate anti-Black, anti-Indigenous and people of colour oppression; it being noted that the report back is to include a review of the request set out in the above-noted petition, recognizing that, historically, the word "Plantation" has a strong correlation to slavery, oppression and racism;</p>				
7.	<p><u>Updates - 60% Waste Diversion Action Plan Including Green Bin Program</u> d) the Civic Administration BE DIRECTED to: i) continue to prioritize work activities and actions that also contribute to the work of the London Community Recovery Network; and, ii) submit a report to the Civic Works Committee by June 2021 that outlines advantages, disadvantages, and implementation scenarios for various waste reduction and reuse initiatives, including but not limited to, reducing the container limit, examining the use of clear bags for garbage, mandatory recycling by-laws, reward and incentive systems, and additional user fees.</p>	November 17, 2020	Q1, 2022	K. Scherr J. Stanford	
8.	<p><u>Green Bin Program Design - Community Engagement Feedback</u> That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the staff report dated March 30, 2021, related to the Green Bin Program Design and Community Engagement Feedback:</p> <p>e) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee on the outcome of the procurement processes and provide details on the preferred mix of materials to collect in the Green Bin and any final design adjustments based on new information; and,</p>	March 30, 2021	Q1, 2022	K. Scherr J. Stanford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	f) the Civic Administration BE DIRECTED to report back to the Civic Works Committee by September 2021 on municipal programs options, advantages, disadvantages and estimated costs to address bi-weekly garbage concerns.				
9.	<u>Imperial Road Sidewalk - Councillor M. Cassidy</u> That the Civic Administration BE DIRECTED to report back to a future meeting of the Civic Works Committee with the results of the photometric study on Imperial Road and the detailed design of the proposed sidewalk on the east side of Imperial Road prior to tendering or commencing work; it being noted that a communication, dated March 24, 2021, from Councillor M. Cassidy, with respect to this matter, was received.	March 30, 2021	TBD	K. Scherr D. MacRae	
10.	<u>3rd Report of the Cycling Advisory Committee</u> b) the following actions be taken with respect to a City of London PumpTrack: ii) the Civic Administration BE REQUESTED to report back on the process and fees associated with a feasibility study with respect to the establishment of a pumptrack facility in the City of London; it being noted that the communication, as appended to the agenda, from B. Cassell and the delegation from S. Nauman, with respect to this matter, was received	May 11, 2021	TBD	K. Scherr, S. Stafford	