

# Agenda Including Addeds

## Civic Works Committee

4th Meeting of the Civic Works Committee

March 1, 2022, 12:00 PM

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), M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar,  
Mayor E. Holder

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	Pages
<b>1. Disclosures of Pecuniary Interest</b>	
<b>2. Consent</b>	
2.1. 1st Report of the Transportation Advisory Committee	3
2.2. 2021 External Audit of London's Drinking Water Quality Management System and 2021 Management Review	5
2.3. Mobility Master Plan Appointment of Consultant	9
2.4. Appointment of Consulting Engineer for the Hyde Park EA SWM Works – Assignment 'B' Detailed Design	14
2.5. Overflow and Bypass Reporting Provincial Funding - Terms and Conditions	20
a. <i>(ADDED) Revised By-law</i>	27
2.6. Erosion and Sediment Controls: MECP Great Lakes Funding to Reduce Pollution from Construction Runoff through Citizen and Industry Engagement	
a. <i>(ADDED) Staff Report</i>	31
<b>3. Scheduled Items</b>	
<b>4. Items for Direction</b>	
4.1. Active Transportation Fund	78
a. <i>(ADDED) S. Levin</i>	82
b. <i>(ADDED) S. Levin</i>	85
<b>5. Deferred Matters/Additional Business</b>	

5.1.	Deferred Matters List	88
5.2.	<i>(ADDED) 3rd Report of the Cycling Advisory Committee</i>	92
6.	<b>Adjournment</b>	

# Transportation Advisory Committee

## Report

1st Meeting of the Transportation Advisory Committee

January 25, 2022

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

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

Attendance                      PRESENT: D. Foster (Chair), G. Bikas, B. Gibson, T. Kerr, T. Khan, P. Moore, M. Rice and S. Wraight and J. Bunn (Committee Clerk)

ABSENT: A. Abiola and M.D. Ross

ALSO PRESENT: G. Dales, K. Killen, D. MacRae, A. Miller, O. Nethersole, B. O'Hagan, E. Oladejo and A. Pascual

The meeting was called to order at 12:15 PM.

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

#### 2.1 Road Safety/Vision Zero Update

That it BE NOTED that the presentation, dated January 2022, from G. Dales, Division Manager, Transportation Planning and Design, with respect to a Road Safety/Vision Zero Update, was received.

### 3. Consent

#### 3.1 10th Report of the Transportation Advisory Committee

That it BE NOTED that the 10th Report of the Transportation Advisory Committee, from its meeting held on November 30, 2021, was received.

#### 3.2 Notice of Public Meeting - Official Plan Amendment - Housekeeping Amendment to Secondary Plans

That it BE NOTED that the Public Meeting Notice, dated January 12, 2022, from J. Lee, Planner I, with respect to an Official Plan Amendment related to Housekeeping Amendments to Secondary Plans, was received.

#### 3.3 Notice of Planning Application - Possible Zoning By-law Amendments - City-Wide - Tow Truck/Impound Yard Zoning By-law Review

That it BE NOTED that the Notice of Planning Application, dated January 10, 2022, from C. Parker, Senior Planner, with respect to Possible Zoning By-law Amendments related to a City-Wide Tow Truck/Impound Yard Zoning By-law Review, was received.

3.4 Investing in Canada Infrastructure Program - Public Transit Stream Intake 3

That it BE NOTED that the staff report, dated January 11, 2022, from K. Scherr, Deputy City Manager, Environment and Infrastructure, with respect to Investing in Canada Infrastructure Program: Public Transit Stream Intake 3, was received.

3.5 Letter of Resignation - D. Doroshenko

That it BE NOTED that the Letter of Resignation from the Transportation Advisory Committee, as appended to the Agenda, from D. Doroshenko, was received.

**4. Sub-Committees and Working Groups**

None.

**5. Items for Discussion**

5.1 Wayfinding Signage - City of London

That it BE NOTED that the presentation, dated January 11, 2022, from Entro, with respect to Wayfinding Signage in the City of London, was received; it being noted that verbal delegations from B. O'Hagan, Manager, Community Planning, Urban Design and Heritage and K. Killen, Senior Planner, with respect to this matter, were received.

**6. Adjournment**

The meeting adjourned at 1:46 PM.



## Report to Civic Works Committee

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

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

**Subject:** 2021 External Audit of London's Drinking Water Quality  
Management System and 2021 Management Review

**Date:** March 1, 2022

## Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following report on the 2021 External Audit of London's Drinking Water Quality Management System, and the subsequent 2021 Management Review, BE RECEIVED for information.

## Executive Summary

### Purpose

Ontario's Safe Drinking Water Act, 2002, requires that operators of municipal drinking water systems conduct annual Management Reviews of their Quality Management Systems. The results of these reviews are required to be reported to the system owner.

This report satisfies that regulatory requirement and provides a summary of the June 2021 Surveillance Audit completed on London's drinking water quality management system.

### Context

Ontario's municipal drinking water systems may only be operated by accredited Operating Authorities. Accreditation is achieved and maintained through the implementation of Quality Management Systems that comply with the provincial standard. Annual third-party external audits verify compliance, and annual Management Reviews are required to evaluate the continuing suitability, adequacy, and effectiveness of the Quality Management System.

## Linkage to the Corporate Strategic Plan

This report supports the 2019 – 2023 Strategic Plan through the strategic focus area of Leading in Public Service, by demonstrating leadership and accountability in the management and provision of quality programs and services.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

2020 External Audit of London's Drinking Water Quality Management System and 2020 Management Review, Civic Works Committee, March 2, 2021.

#### 1.2 Context

Quality Management Systems (QMSs) can be defined as sets of interrelated elements (e.g., policies and procedures) that direct and control the way a facility operates with regard to quality. A QMS is a way of ensuring that an organization is consistently in

control of the quality of the product or services that it supplies. The QMS for London's drinking-water system is documented in an Operational Plan.

In June 2021, an Off-site Surveillance Audit was conducted on London's Drinking Water Quality Management System by SAI Global Assurance Services. In October 2021, the Top Management of the Operating Authority for London's drinking-water system conducted the annual Management Review for the system.

## **2.0 Discussion and Considerations**

### **2.1 Audit Findings**

If auditors discover instances where the water system is not being operated according to the approved Operational Plan, these are reported as either major or minor non-conformances. When non-conformances are identified in an audit report, the water system operators are required to submit Non-conformance Reports to the auditor, detailing the root cause of the non-conformance, the action(s) taken to correct the incident and contain the problem, and the systemic (long term) corrective action(s) planned or taken to eliminate the root cause and prevent recurrence.

No issues of non-conformance were identified in London's 2021 external audit.

In addition to instances of non-conformance, auditors also draw upon their expertise and experience to report Opportunities for Improvement, which are suggestions as to how the Operational Plan might be improved.

No Opportunities for Improvement were identified in London's 2021 external audit.

### **2.2 Management Review**

On October 25, 2021, the Top Management team for London's water system (the Director – Water, Wastewater, and Stormwater and the Division Managers of Water Engineering and Water Operations) held their annual Management Review for London's Drinking Water Quality Management System. The results of the Management Review are summarized in Appendix 'A'.

## **Conclusion**

In June 2021, an Off-site Surveillance Audit was completed by a third-party auditor for the quality management system of London's drinking-water system. No incidents of Non-conformance and no Opportunities for Improvement were identified in the audit report.

The Top Management team for London's water system held the required annual Management Review for London's Drinking Water Quality Management System in November 2021 and have communicated the results of that review in this report.

**Prepared by:** John Simon, P.Eng.  
Division Manager, Water Operations

**Submitted by:** Scott Mathers, MPA, P. Eng., Director, Water,  
Wastewater, and Stormwater

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

CC: Dan Huggins, Water Quality Manager  
Aaron Rozentals - Division Manager, Water Engineering

## Appendix A

<b>RESULTS OF THE 2021 MANAGEMENT REVIEW</b>	
Summary of Management Review	<p>The 2021 Management Review meeting was held on October 25, 2021. The meeting was attended by Scott Mathers, Director – Water, Wastewater, and Stormwater, Aaron Rozentals, Division Manager – Water Engineering, John Simon, Division Manager – Water Operations, and Dan Huggins, Water Quality Manager and QMS Representative. The agenda items discussed were, a) Incidents of regulatory non-compliance, b) Incidents of adverse drinking water tests, c) Deviations from critical control point limits and response actions, d) Efficacy of the risk assessment process, e) Results of audits (internal and external), and effectiveness of recent corrective and preventive actions, f) Results of relevant emergency response testing, g) Operational performance, h) Drinking water quality trends, i) Follow-up action items from previous management reviews, j) Status of management action items identified between reviews, k) Changes that could affect the QMS, l) Summary of consumer feedback, m) Resources needed to maintain the QMS, n) Results of the infrastructure review, o) Operational Plan currency, content and updates, p) Summary of staff suggestions, and q) New Business.</p>
Action Items Identified	<ol style="list-style-type: none"> <li>1) Provide DWQMS Awareness Training to new staff, noting that this training has been delayed due to limits on in-person training caused by the pandemic.</li> <li>2) Evaluate the performance of the two (2) Adjustable Speed Drives to be delivered and installed at the Southeast Pumping Station and develop an action plan for the two (2) other pumps at this location that also require new drive units.</li> <li>3) Water Operations to develop a standardized form to record all of the required information prescribed by Section 4 of Ontario’s Watermain Disinfection Procedure relating to new watermain installations. These forms should clearly identify the disinfection methods employed, disinfection start and stop times, chlorine readings, percentage drop of chlorine concentration, and all other required elements.</li> <li>4) Water Operations to develop a Standard Operating Procedure for the replacement of lead water service pipes.</li> <li>5) Construct approved upgrades to the rechlorination facility at Springbank Reservoirs #1 &amp; 2 to provide inflow chlorination capacity in addition to the current outflow chlorination capacity to further improve the ability to provide stable chlorine levels.</li> </ol>

	<p>6) Enhance the City of London valve exercising program through incorporation into the new Computerized Maintenance Management System.</p> <p>7) Coordinate with Corporate Security to discuss how the Alert London system could be used in the event of a drinking-water advisory or requests for reduction of water consumption in the event of a supply interruption.</p> <p>8) Monitor taste and odour complaints received in the fall of each year to determine any trends associated with delayed fall cooling of Lakes Huron and Erie.</p>
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## 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:** Mobility Master Plan Appointment of Consultant

**Date:** March 1, 2022

## Recommendation

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions **BE TAKEN** with respect to the appointment of a Consultant for the Mobility Master Plan:

- (a) IBI Group Professional Services (Canada) Inc. **BE APPOINTED** the Consulting Engineer to complete the Mobility Master Plan project per their submitted proposal, in the total amount of \$898,495, excluding HST; in accordance with Section 15.2(e) of the Procurement of Goods and Services Policy;
- (b) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix A;
- (c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- (d) the approvals given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract with the consultant for the work; and,
- (e) the Mayor and the City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

## Executive Summary

### Purpose

This report seeks the approval of the Municipal Council to appoint IBI Group Professional Services (Canada) Inc. as the engineering consultant to assist City staff to undertake the Mobility Master Plan project.

### Context

The City of London transportation network requires a focus on equity, the environment and the economy. The system provides opportunity for the main mobility modes – walking, cycling, transit, movement with mobility devices and motorized vehicle movement.

The London Plan identifies that a Transportation Master Plan may be prepared and updated regularly, to implement the mobility policies of the plan including supporting sustainable land use, mobility choices and safety. Future mobility planning is prudent considering that London's population is anticipated to grow between 66,000 and 139,000 people over the next 20 years. As well, master planning forms the basis for capital plans and policies and is often required to support applications to senior government infrastructure funding programs.

The purpose of this project is to create a new integrated Mobility Master Plan (MMP) that identifies the policy framework, infrastructure programs and supportive programs with a 25-year horizon. The plan will be created using a thorough consultation process,

technical analysis, and consideration of The London Plan, Council's Strategic Plan and associated initiatives such as the Climate Emergency Action Plan (CEAP).

## **Linkage to the Corporate Strategic Plan**

The Mobility Master Plan will advance and support numerous strategies under the City's Strategic Plan Areas of Focus:

- Strengthening Our Community
- Building a Sustainable City
- Growing Our Economy
- Creating a Safe London for Women and Girls
- Leading in Public Service
- Commitment to Anti-Racism and Anti-Oppression

## **Analysis**

### **1.0 Background Information**

#### **1.1 Previous Reports Related to this Matter**

- November 2, 2021, Civic Works Committee, Initiation of the Mobility Master Plan Development

### **2.0 Discussion and Considerations**

#### **2.1 Project Description**

The current Smart Moves London 2030 Transportation Master Plan (TMP) was approved by Council in 2012. The TMP identified a shift to a more sustainable transportation system including a transit focused strategy that uses a rapid transit network as the backbone for transit service enhancement, complimentary road capacity, and policies to make transportation efficient and green while contributing to a liveable city. The London ON Bikes Cycling Master Plan (CMP) was approved in 2016 and provides similar strategies for cycling infrastructure, policies and programs.

In 2016, Council adopted The London Plan (Official Plan), and it was approved by the Province in December 2016. The London Plan sets out a new approach for planning in London. It emphasizes growing inward and upward, so that we can reduce the ongoing costs of growth, create walkable communities, revitalize our urban neighbourhoods and business areas, protect our farmlands, and reduce greenhouse gas emissions and energy consumption. The London Plan identifies that a Transportation Master Plan may be prepared and updated regularly, to implement the mobility policies of the plan including supporting sustainable land use, mobility choices and safety. Continued growth requires forward-thinking mobility planning to ensure that all Londoners have viable mobility options to allow them to move throughout the city safely and efficiently.

The purpose of this project is to create a new integrated MMP that identifies the policy framework, infrastructure and programs with a 25-year horizon. The MMP will focus on environmentally sustainable and affordable movement of people and goods that supports economic growth and development. The plan will be created through a comprehensive consultation process, technical analysis, and consideration of Council's Strategic Plan and related initiatives such as the Climate Emergency Action Plan.

## **2.2 Consultant Procurement Process**

The consultant selection process for this study has been undertaken in accordance with the City's Procurement of Goods and Services Policy. The procurement process followed the two-stage process with the first stage being an open, publicly advertised pre-qualification stage (RFQUAL) that commenced in August 2021. The RFQUAL evaluation team consisted of City staff from Transportation and Mobility, Strategic Communications and Government Relations, Planning and Development, Climate Change, Environment, and Waste Management, Parks and Forestry and London Transit Commission with assistance of Purchasing and Supply. Three consultants were short-listed and were invited to submit detailed proposals and work plans through a Request for Proposal (RFP).

In November 2021 Council endorsed the draft Vision and Guiding Principles for the MMP. The scope of the RFP for the Mobility Master Plan was developed upon these guiding principles and was approved by Council. The key areas in the terms of reference included the Municipal Class Environmental Assessment (MCEA) process, equity and inclusion, engagement, data collection and modelling, transportation demand management policies and programs, financial considerations and measures of success. The RFP evaluation team consisted of City staff from Transportation and Mobility, Strategic Communications and Government Relations, Planning and Development, Climate Change, Environment, and Waste Management, Parks and Forestry, London Transit Commission and Anti-Racism and Anti-Oppression with assistance of Purchasing and Supply. Proposals were received from three consultants, Dillon Consulting Ltd., IBI Group and WSP Canada Inc. on January 21, 2022. Each consultant also participated in a presentation and interview. The evaluation committee reviewed the proposals against an established evaluation criteria which included an understanding of project objectives, team member's qualifications and work plan.

The evaluation committee determined that the submission from IBI Group provides the best value for the City. IBI Group has experienced project team members with the required qualifications. Their proven experience on similar projects combined with a project proposal that demonstrated a thorough understanding of the project goals and objectives determined their suitability for this assignment.

## **3.0 Financial Impact/Considerations**

Funds are identified in the capital budget for the creation of the Mobility Master Plan per the source of financing attached as Appendix A.

## **Conclusion**

It is recommended that IBI Group be appointed the consultant to complete the Mobility Master Plan in the amount of \$898,495 (excluding HST). IBI Group provides an experienced team with the skills and abilities to create a plan that aligns the draft vision statement that was introduced to Civic Works Committee in November 2, 2021.

Early progress on the MMP has begun. Council endorsed the MMP Vision Statement and Guiding Principles for further consultation. Since that endorsement, introductory presentations and discussions have occurred with the advisory committees for accessibility, cycling, diversity and inclusion, environment, environment and ecology, heritage and transportation with community safety pending at the time of writing. Discussions with the Community Diversity and Inclusion Strategy (CDIS) working group have also occurred. Initial planning and data analysis and development of additional Phase 1 engagement activities is also underway. The award of this assignment will add resources to the project team. Extensive public consultation and engagement are planned for the project. Future reports to Civic Works Committee will be submitted to

ensure that Council members are both engaged and informed about the Mobility Master Plan as it progresses.

**Prepared by:** Garfield Dales, P. Eng, Division Manager, Transportation Planning and Design

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

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

**Attach:** Appendix A – Sources of Financing

**c:** Sarah Grady, City of London  
Mobility Master Plan Internal Steering Committee  
Bruce Mori, IBI Group Professional Services (Canada) Inc.



**Appendix "A"**

#22021

March 1, 2022

(Appoint Consulting Engineer)

Chair and Members

Civic Works Committee

RE: Mobility Master Plan Appointment of Consultant

(Subledger NT22RD01)

Capital Project TS1040 - Transportation Master Plan Update 2022

Capital Project TS1044 - Cycling Master Plan

IBI Group Professional Services (Canada) Inc. - \$898,495.00 (Excluding HST)

**Finance Supports Report on the Sources of Financing:**

Finance Supports confirms that the cost of this project can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the Deputy City Manager, Environment and Infrastructure, the detailed source of financing is:

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Committed To This Date</b>	<b>This Submission</b>	<b>Balance for Future Work</b>
<b>TS1040 - Transportation Master Plan Update 2022</b>				
Engineering	714,308	0	714,308	0
City Related Expenses	35,692	8,141	0	27,551
<b>TS1040 - Total</b>	<b>750,000</b>	<b>8,141</b>	<b>714,308</b>	<b>27,551</b>
<b>TS1044 - Cycling Master Plan</b>				
Engineering	200,000	0	200,000	0
<b>Total Expenditures</b>	<b>\$950,000</b>	<b>\$8,141</b>	<b>\$914,308</b>	<b>\$27,551</b>

**Sources of Financing**

**TS1040 - Transportation Master Plan Update 2022**

Drawdown from City Services - Corporate Growth Studies Reserve Fund (Development Charges) (Note 1)	750,000	8,141	714,308	27,551
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**TS1044 - Cycling Master Plan**

Capital Levy	100,000	0	100,000	0
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	100,000	0	100,000	0
<b>TS1044 - Total</b>	<b>200,000</b>	<b>0</b>	<b>200,000</b>	<b>0</b>

<b>Total Financing</b>	<b>\$950,000</b>	<b>\$8,141</b>	<b>\$914,308</b>	<b>\$27,551</b>
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**Financial Note:**

	<b>TS1040</b>	<b>TS1044</b>	<b>Total</b>
Contract Price	\$701,954	\$196,541	\$898,495
Add: HST @13%	91,254	25,550	116,804
Total Contract Price Including Taxes	793,208	222,091	1,015,299
Less: HST Rebate	-78,900	-22,091	-100,991
Net Contract Price	\$714,308	\$200,000	<b>\$914,308</b>

**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Jason Davies

Manager of Financial Planning & Policy

HB

## Report to Civic Works Committee

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

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

**Subject:** Appointment of Consulting Engineer for the Hyde Park EA  
SWM Works – Assignment ‘B’ Detailed Design

**Date:** March 1, 2022

## Recommendation

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions **BE TAKEN** with respect to the appointment of consulting services for the Hyde Park EA SWM Works – Assignment ‘B’ project:

- (a) Ecosystems Recovery Inc. **BE APPOINTED** consulting engineers to complete the detailed design for the Hyde Park EA SWM Works – Assignment ‘B’ project in accordance with the estimate, on file, at an upset amount of \$172,419.50 (including contingency, provisional items and allowances), excluding HST, in accordance with Section 15.2 (e) of the City of London’s Procurement of Goods and Services Policy;
- (b) the financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached, hereto, as Appendix ‘A’;
- (c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project;
- (d) the approval given, herein, **BE CONDITIONAL** upon the Corporation entering into a formal contract; and
- (e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

## Executive Summary

### Purpose

This report recommends the appointment of Ecosystems Recovery Inc. (ERI) to complete the detailed design for portions of the stormwater management (SWM) works in the Hyde Park Area identified as Assignment ‘B’.

### Context

Since 2002, substantial new development has occurred in the Hyde Park area including numerous parcels of commercial and residential development, as well as major arterial road widenings. The “Hyde Park Community Storm Drainage and Stormwater Management Servicing Municipal Class Environmental Assessment Addendum: Schedule ‘B’ Master Plan” (Hyde Park EA Addendum) study was finalized in October 2020 to recommend solutions to localized stormwater servicing challenges and update servicing solutions since the original SWM EA had been developed in 2002.

The 2020 Hyde Park EA Addendum study made recommendations to balance the requirements of SWM servicing in relation to the natural and built environment. The study identifies retrofits to existing SWM facilities to optimize existing infrastructure, new natural channel construction, Low Impact Development opportunities, and environmental enhancements aimed at mitigating the impacts of development. This design Assignment ‘B’ is the second of two design packages to complete a holistic SWM strategy for the Hyde Park area.

## Linkage to the Corporate Strategic Plan

This recommendation supports the following 2019-2023 Strategic Plan areas of focus:

- Building a Sustainable City:
  - London's infrastructure is built, maintained, and operated to meet the long-term needs of our community by replacing aged and failing infrastructure with new materials and sizing new infrastructure to accommodate future development.
  - Londoners can move around the city safely and easily in a manner that meets their needs by incorporating cycling infrastructure and safety enhancements; and
  - London has a strong and healthy environment by incorporating stormwater management quantity and quantity controls to protect downstream waterways.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- Civic Works Committee – November 25, 2013 – Hyde Park Nos. 5 and 6 Stormwater Management Facilities.
- Civic Works Committee – April 7, 2014 – Appointment of Consulting Engineer for Engineering Services for the Functional and Detailed Design of the Hyde Park No. 6 SWMF.
- Civic Works Committee – April 28, 2014 - Appointment of Consulting Engineer for the Engineering Services for the Functional and Detailed Design of the Hyde Park No. 5 SWMF.
- Civic Works Committee – May 24, 2016 – Appointment of Consulting Engineer for the Hyde Park Community Stormwater Servicing Environmental Assessment Addendum Consultant Appointment.
- Civic Works Committee – September 25, 2018 – Hyde Park Community Storm Drainage and Stormwater Management Servicing Municipal Class Environmental Assessment Addendum: Schedule B Master Plan Notice of Study Completion; and
- Civic Works Committee – August 31, 2021 – Appointment of Consulting Engineer for the Hyde Park EA SWM Works – Assignment 'A' Detailed Design.

### 2.0 Discussion and Considerations

#### 2.1 Work Description

This Consultant assignment includes the detailed design of several components of the stormwater management (SWM) works recommended by the Hyde Park EA Addendum. Appendix 'B' shows the location of the works identified as follows:

1. Retrofit Outlet Structure for Hyde Park SWMF 3E.
2. Retrofit Hyde Park SWMF #4 with habitat enhancements.
3. Investigations of Existing Canterbury Estates SWM Facility.
4. 70 +/- metres of Stanton Drain natural channel Remediation (110 +/- metres following the centerline of the channel); and
5. Incorporate and/or verify natural channel design, ecological enhancements and applicable mitigation/compensation features for projects listed above as identified in the Environmental Impact Study (EIS) completed during the EA and any additional features identified through this detailed design.

All work will be designed and constructed in accordance with the mitigation/compensation plan identified in the Environmental Impact Study (EIS) completed during the EA and additional features identified through this detailed design.

## **2.2 Public Communications**

These identified works will be of high interest to residents. This assignment will utilize a similar public communications approach to the City's Infrastructure Renewal Program and will include project letters that will be sent to area residents and electronic presentations that will be prepared and posted on the City's website. This communication material will inform residents about the project prior to construction and will include project contact information. The communication material will include a summary of the necessary work (e.g., tree removals, channel excavation, etc.) that residents should expect to see.

## **2.3 Additional Hyde Park Stormwater Management Detailed Design**

In addition to the current Assignment 'B', there was an Assignment 'A' RFP process that included the detailed design of the other remaining SWM works identified by the Hyde Park EA Addendum. Assignment 'A' was awarded to Stantec Consulting at the August 31, 2021 Civic Works Committee meeting.

## **3.0 Financial Impact/Considerations**

### **3.1 Procurement Process**

The engineering consultant selection procedure for this assignment utilized a competitive Request for Proposal (RFP) process in accordance with Section 15.2(e) of the Procurement of Goods and Services Policy. Four qualified engineering firms from the City's pre-approved consultant list were invited to submit a formal proposal in response to RFP21-45 Hyde Park SWM Works – Assignment 'B' – Detailed Design tasks identified in the Hyde Park EA Addendum listed in Appendix 'B'.

### **3.2 Consultant Selection**

In accordance with Section 15.2(e) of the Procurement of Goods and Services Policy, Staff recommend that Ecosystems Recovery Inc. be authorized to carry out the detailed design of the identified components of the Hyde Park EA works.

In addition to being the successful proponent through the competitive bidding process, Ecosystems Recovery Inc. has formed a proficient project team that has shown their competency and expertise with City infrastructure projects of this nature in the past.

ERI's proposal was selected as the best value to the City to complete a comprehensive project that recognized all of the design elements for this assignment.

### **3.3 Funding**

The contract administration fee has not been included as part of the current assignment as it was not possible to estimate the number of working days to complete the various works prior to completion of the detailed design. The Consultant will only be asked to submit a work plan for construction administration based on the performance during the detailed design. The fees will then be reviewed in the context of other competitive fees from similar SWM projects and assessed in consideration of clause 15.2 (g) of the Procurement of Goods and Services Policy.

## **Conclusion**

Ecosystems Recovery Inc. (ERI) was found to provide the best value to the City through the RFP selection process for consulting services for the detailed design of Hyde Park EA Addendum – Assignment 'B' project. The ERI team has demonstrated the ability to complete the detailed design tasks required for this project, as well as successful consultation and engagement, and demonstrated a solid understanding of this project in

their proposal. It is recommended that Ecosystems Recovery Inc. be awarded this assignment.

**Prepared by:**                    **Shawna Chambers, DPA, P.Eng., Division Manager,  
Stormwater Engineering**

**Submitted by:**                **Scott Mathers, MPA, P.Eng., Director, Water,  
Wastewater, and Stormwater**

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

**Attachments:**                Appendix 'A' – Sources of Financing  
Appendix 'B' – Location Map

**CC:** Steve Mollon  
Gary McDonald  
Alan Dunbar  
Jason Davies  
Jason Senese  
Chris Moon - ERI  
Paul Titus

## Appendix "A"

#22020

March 1, 2022

(Appoint Consulting Engineer)

Chair and Members

Civic Works Committee

RE: Hyde Park EA SWM Works - Assignment 'B' Detailed Design

(Subledger SWM22002)

Capital Project ESSWM-HP5 - SWM Facility - Hyde Park No. 5

Ecosystems Recovery Inc. - \$172,419.50 (excluding HST)

### Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this project can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the Deputy City Manager, Environment and Infrastructure, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	2,134,000	659,995	175,455	1,298,550
Land Purchase	444,700	4,274	0	440,426
Construction	3,927,023	0	0	3,927,023
City Related Expenses	11,977	11,977	0	0
<b>Total Expenditures</b>	<b>\$6,517,700</b>	<b>\$676,246</b>	<b>\$175,455</b>	<b>\$5,665,999</b>

### Sources of Financing

Drawdown from Sewage Works Renewal Reserve Fund	289,667	30,054	7,798	251,815
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	1,916,557	646,192	167,657	1,102,708
Debenture By-law No. W.-5560-200 - Serviced through City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	4,311,476	0	0	4,311,476
<b>Total Financing</b>	<b>\$6,517,700</b>	<b>\$676,246</b>	<b>\$175,455</b>	<b>\$5,665,999</b>

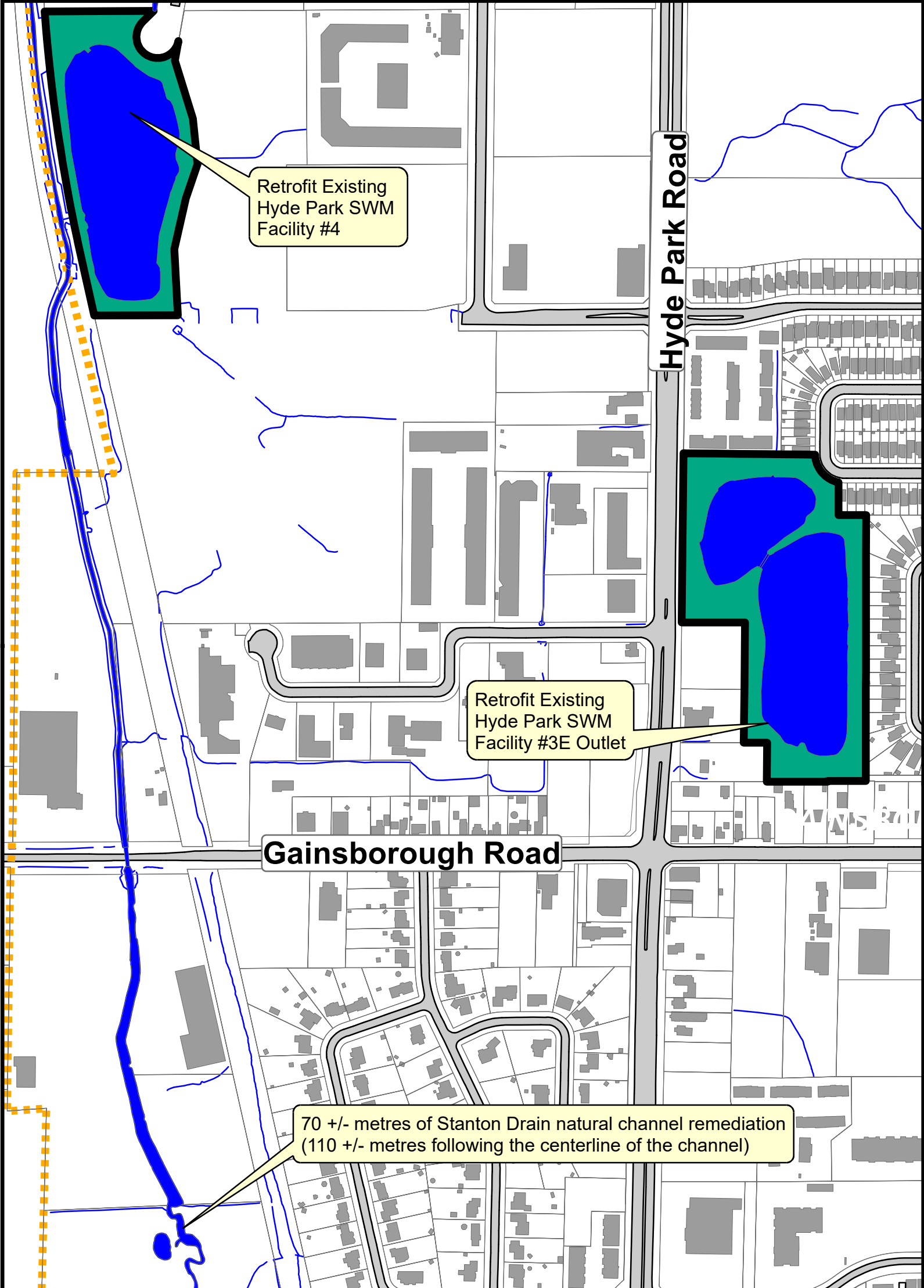
### Financial Note:

Contract Price	\$172,420
Add: HST @13%	22,415
Total Contract Price Including Taxes	194,835
Less: HST Rebate	-19,380
Net Contract Price	<u>\$175,455</u>

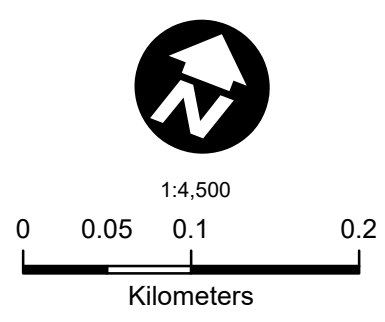
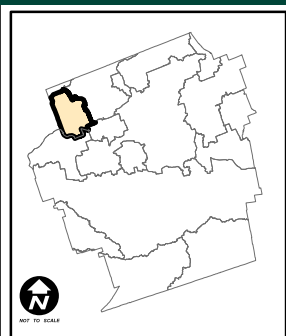
**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.







Jason Davies  
Manager of Financial Planning & Policy

jg




**PROJECT LOCATION MAP - APPENDIX 'B'**



Legend	
	Existing SWM Facilities
	Urban Growth Boundary
	Land Parcel
	Road
	Railroad
	Water Body

Map Produced by the Stormwater Engineering Division  
 300 Dufferin Avenue,  
 PO Box 5035  
 London, Ontario  
 N6A 4L9  
 www.London.ca



## Report to Civic Works Committee

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

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

**Subject:** Overflow and Bypass Reporting Provincial Funding – Terms  
and Conditions

**Date:** March 1, 2022

## Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on March 22, 2022, to:

- (a) Accept the terms and conditions for receiving funding to support overflow and bypass monitoring and reporting from Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks;
- (b) authorize the Mayor and the City Clerk to bind the corporation to these terms and conditions;
- (c) delegate authority to the Deputy City Manager, Finance Supports or the Deputy City manager, Environment and Infrastructure to approve further Amending Agreements to the Agreement;
- (d) authorize the Mayor and the City Clerk to execute any amendments to the Agreement approved by the Deputy City Manager, Finance Supports or Deputy City Manager, Environment and Infrastructure; and,
- (e) authorize the Deputy City Manager, Finance Supports (or delegate) to execute any financial reports required under this Agreement.

## Executive Summary

### Purpose

This report seeks Council approval of the terms and conditions for the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program and introduces a by-law (Appendix A to this report) to authorize the Mayor and the City Clerk to execute that Agreement and any future amending agreements between Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London with respect to funding to support overflow and bypass monitoring and reporting.

### Context

On December 17, 2021, the City of London was contacted by the Ontario Ministry of the Environment, Conservation and Parks to indicate that the City was eligible to receive provincial funding in the amount of \$638,643.00 over the next two years for the purpose of improving the monitoring and public reporting of overflow and bypass activity in the City. This funding is one-time only and is intended to support City initiatives in this regard, rather than to support an individual project or initiative. Funding to improve monitoring and communication aligns well with Council priorities respecting overflows and bypasses.

## Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of “Leading in Public Service”, under the outcome of ensuring that the City is trusted, open and accountable.



In this case the Strategic Plan is supported by enabling the City to increase opportunities for residents and neighbours to be informed, with improved accountability and transparency.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

None

#### 1.2 Context

Overflows and bypasses, the release of partially or untreated wastewater to the environment, are an unfortunate reality in the operation of any wastewater collection and treatment system. The influence of unwanted water, be it rain, snow melt or groundwater creates flow conditions that can overwhelm wastewater systems.

While the City continues to implement strategies and system improvements to limit the occurrence of overflows and bypasses, measurement of those events and timely notification of the public provides beneficial outcomes in terms of public awareness, public health and safety, as well as informing municipal policy development and debate. This provincial funding is intended to support City efforts to improve measurement and reporting of overflow and bypass activity.

### 2.0 Discussion and Considerations

#### 2.1 The Source and Impact of Overflows and Bypasses

The City of London owns and operates five wastewater treatment plants and 36 pumping stations in the City. Some areas in the City are sources of unwanted water, which is effectively any water not generated by wastewater service connections. This unwanted water contributes directly to overflow and bypass activity and the variability of this unwanted water across the City explains why certain City facilities are more prone to overflow and bypass activity than others

Through years of system design, renewal and operation, coupled with detailed studies like the Pollution Prevention and Control Plan, the City has developed an inventory of the locations at which overflows and bypasses occur in the sanitary system. However, direct measurement and monitoring is not always possible, and represents a significant undertaking in terms of staff resources, capital expenditures and operating costs. As a result, the current monitoring program prioritizes the highest activity sites, but does not capture all sources or impacts.

Overflows and bypasses contribute nutrient and contaminant loading to the Thames River, which has the potential to negatively impact public health and the health of the environment. Collecting information and effectively disseminating it reduces the risk of immediate health impacts and enables more informed decision making when it comes to improving the sanitary system and making policy decisions related to future budget expenditures and priorities for the City considering the long-term health of the Thames River.

#### 2.2 Goal of the Funding

On January 25, 2022, the Ontario Government formally announced that “the government is investing \$10 million to help 20 municipalities upgrade sewage monitoring and public reporting capacity”. The formal announcement, titled Ontario Helping Municipalities Build Storm and Wastewater Infrastructure, can be found at this website: <https://news.ontario.ca/en/release/1001492/ontario-helping-municipalities->

[build-storm-and-wastewater-infrastructure](#). The program has been named the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program.

The total amount of funding that London is expected to receive is \$638,643.00 over the next two years. The Province, through staff at the Ministry of the Environment, Conservation and Parks, has indicated that the funding is not necessarily tied to a particular project, but rather is intended to provide support to City projects and programs that meet the goals of improved monitoring and public reporting of overflow and bypass activity in the City of London. This is welcome news: the City has already identified these goals as priorities for the Environment and Infrastructure group so additional funding will be able to be put to good use by accelerating or enabling initiatives that were otherwise delayed due to resource limitations.

### **3.0 Financial Impact/Considerations**

The City is not required to make any matching contribution as part of this funding. Projects that will be advanced under this funding will align with current programs and priorities and will be selected to maximize the use of the funding dollars by providing the greatest functional benefit regarding overflow and bypass monitoring and reporting but that can also be implemented in a cost efficient and timely manner.

In order to receive the funding, the City is required to accept the terms and conditions imposed by the Province as part of the program. The draft Agreement provided by the Province, has been reviewed by City staff in Legal, Risk Management and Finance and found to be acceptable.

The proposed bylaw delegating the authority to accept the terms and conditions established by the Ministry to the Mayor and Clerk is attached as Appendix A, which contains the terms and conditions as Schedule A.

## **Conclusion**

City of London administration was contacted by the Ontario Ministry of the Environment, Conservation and Parks to indicate that the City was eligible to receive provincial funding in the amount of \$638,643.00 over the next two years under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program.

This report introduces a by-law to accept the terms and conditions established by the Ministry with respect to that funding and to authorize the Mayor and the City Clerk to execute the agreement and any future amending agreements.

**Prepared by:** Kirby Oudekerk, MPA, P.Eng., Division Manager,  
Wastewater Treatment Operations

**Reviewed by:** Scott Mathers, MPA, P.Eng., Director, Water, Wastewater  
and Stormwater

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

**Appendix A – Draft bylaw and Terms and Conditions of Funding**

## Appendix “A”

Bill No.

2022

By-law No.

A by-law to accept the terms and conditions for funding under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program between Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements

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

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

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

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

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

1. Accepts the terms and conditions for funding under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program between Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) attached as Schedule “A” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute an Agreement substantially in the form of that authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure are hereby authorized to approve amending agreements to the Agreement provided it does not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and City Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure under section 3 of this by-law.
5. The Deputy City Manager, Finance Supports, or their delegate, is hereby authorized to execute any financial reports required as a condition under the Agreement.

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

PASSED in Open Council on March 22, 2022

Ed Holder  
Mayor

Michael Schultess  
City Clerk

First Reading – March 22, 2022  
Second Reading – March 22, 2022  
Third Reading – March 22, 2022

## SCHEDULE “A”

### Terms and Conditions for Municipalities of the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program (“Terms and Conditions”)

As a condition of receiving the Funds from Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks (MECP) as described in the letter dated February 11, 2022 to the Corporation of the City of London (Municipality), which is incorporated into and forms part of this Schedule “A” the Municipality agrees to the following terms and conditions:

#### Eligibility Criteria

##### Part 1 Funding - \$XXX

The Municipality confirms that it meets the following eligibility criteria as of the date of signing of these Terms and Conditions:

- (1) The Municipality is a municipality within the Province of Ontario as defined in and governed by the *Municipal Act, 2001*.
- (2) The Municipality was one of the top 20 dischargers of combined sewer overflows by average combined sewer overflow volume per year based on federal data collected through the federal Wastewater System Effluent Regulation (WSER) from 2015-2019.

##### Part 2 Funding - \$XXX

The Municipality will be eligible for Part 2 funding when it provides MECP with the report due on June 30, 2022 as per the Reporting section below.

For clarity, eligible expenses utilizing funds from each funding Part may be incurred by the Municipality any time between the date the eligibility criteria for the Part was met and March 31, 2024.

The Municipality agrees to inform MECP forthwith if it no longer meets one or more of the eligibility criteria.

#### Eligible Expenses:

Expenses considered eligible under the Program as defined in the above-noted letter are limited to the following, provided they are incurred on or before March 31, 2024 for the monitoring and/or modelling and near real-time public reporting of sewage overflows and bypasses:

- Engineering and design work
- Purchasing of equipment/software (e.g., monitoring devices)
- Installation costs (e.g., monitoring equipment)
- Electrical/internet connections
- Associated capital costs (e.g., access point)
- Capital upgrading costs (e.g., improved monitoring devices/infrastructure)
- Signage associated with public reporting of sewage overflows and bypasses (e.g., to support social media – QR code)
- Other capital expenses related to the development and implementation of monitoring/modelling and public reporting of sewage overflows and bypasses

Expenses listed above are only considered eligible if they are capital in nature or able to be capitalized based on standard accounting principles. However, engineering, design, or other consultant costs cannot be the significant/sole expenditure. Funding must be used for equipment and construction. Engineering, design, or other consultant costs shall be incidental to that. Municipal staff time and staff costs are not an eligible expense under the Program.

Eligible expenses do not include any costs (including taxes) for which the Municipality has received, will receive, or is eligible to receive, a rebate, credit, or refund. Expenses

incurred prior to the date of the Municipality's execution of this Terms and Conditions are ineligible.

**Procurement:**

In acquiring equipment, services or other eligible items, the Municipality agrees to do so through a procurement process that promotes the best value for money.

**Reporting:**

The Municipality agrees to:

- 1) Provide MECP with reports on a quarterly basis on the amount of Funds spent on eligible expenses in accordance with these Terms and Conditions in a form specified by the MECP. The reporting due dates are as follows:
  - June 30, 2022
  - September 30, 2022
  - December 31, 2022
  - March 31, 2023
  - June 30, 2023
  - September 30, 2023
  - December 31, 2023
  - March 31, 2024
- 2) Provide MECP with receipts or other proof of payment to confirm the eligibility of the reported spending if requested by MECP.

**Audit:**

- 1) The Municipality agrees that MECP and its representatives may conduct an audit or investigation in respect of the expenditures reported by the Municipality.

The undersigned acknowledges that in providing his/her name on the applicable line below in electronic form will constitute a signature for the purposes of the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended.

**The Corporation of the City of London**

per: \_\_\_\_\_  
Name: Ed Holder  
Title: Mayor

per: \_\_\_\_\_  
Name: Michael Schultess  
Title: Clerk

Date: \_\_\_\_\_

We have authority to bind the Municipality.

## Appendix “A”

Bill No.  
2022

By-law No.

A by-law to accept the terms and conditions for funding under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program between Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements

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

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

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

1. Accepts the terms and conditions for funding under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program between Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) attached as Schedule “A” to this by-law is hereby authorized and approved.
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PASSED in Open Council on March 22, 2022

Ed Holder  
Mayor

Michael Schultess  
City Clerk

First Reading – March 22, 2022  
Second Reading – March 22, 2022  
Third Reading – March 22, 2022



## SCHEDULE “A”

### **Terms and Conditions for Municipalities of the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program (“Terms and Conditions”)**

As a condition of receiving the Funds from Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks (MECP) as described in the letter dated February 11, 2022 to the Corporation of the City of London (Municipality), which is incorporated into and forms part of this Schedule “A” the Municipality agrees to the following terms and conditions:

#### **Eligibility Criteria**

##### **Part 1 Funding**

The Municipality confirms that it meets the following eligibility criteria as of the date of signing of these Terms and Conditions:

- (1) The Municipality is a municipality within the Province of Ontario as defined in and governed by the *Municipal Act, 2001*.
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##### **Part 2 Funding**

The Municipality will be eligible for Part 2 funding when it provides MECP with the report due on June 30, 2022 as per the Reporting section below.

For clarity, eligible expenses utilizing funds from each funding Part may be incurred by the Municipality any time between the date the eligibility criteria for the Part was met and March 31, 2024.

The Municipality agrees to inform MECP forthwith if it no longer meets one or more of the eligibility criteria.

#### **Eligible Expenses:**

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The Municipality agrees to:

- 1) Provide MECP with reports on a quarterly basis on the amount of Funds spent on eligible expenses in accordance with these Terms and Conditions in a form specified by the MECP. The reporting due dates are as follows:
  - June 30, 2022
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  - September 30, 2023
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  - March 31, 2024
- 2) Provide MECP with receipts or other proof of payment to confirm the eligibility of the reported spending if requested by MECP.

**Audit:**

- 1) The Municipality agrees that MECP and its representatives may conduct an audit or investigation in respect of the expenditures reported by the Municipality.

The undersigned acknowledges that in providing his/her name on the applicable line below in electronic form will constitute a signature for the purposes of the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended.

**The Corporation of the City of London**

per: \_\_\_\_\_  
Name: Ed Holder  
Title: Mayor

per: \_\_\_\_\_  
Name: Michael Schultess  
Title: Clerk

Date: \_\_\_\_\_

We have authority to bind the Municipality.

## Report to Civic Works Committee

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

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

**Subject:** Erosion and Sediment Controls: MECP Great Lakes Funding to Reduce Pollution from Construction Runoff through Citizen and Industry Engagement

**Date:** March 1, 2022

## Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on March 22, 2022, to:

- (a) approve the Ontario Transfer Payment Agreement for the Great Lakes Fund between Her Majesty the Queen in Right of Ontario as represented by the Minister of Environment, Conservation, and Parks and The Corporation of the City of London (the “Agreement”);
- (b) authorize the Mayor and the City Clerk to execute the Agreement;
- (c) delegate authority to the Deputy City Manager, Finance Supports or the Deputy City manager, Environment and Infrastructure to approve further Amending Agreements to the Agreement;
- (d) authorize the Mayor and the City Clerk to execute any amendments to the Agreement approved by the Deputy City Manager, Finance Supports or Deputy City Manager, Environment and Infrastructure; and,
- (e) authorize the Deputy City Manager, Finance Supports (or delegate) to execute any financial reports required under this Agreement.

## Executive Summary

### Purpose:

To seek Council approval for the City of London (City) to enter into an agreement with the Ministry of Environment and Parks (MECP) for funding to promote the reduction of pollution from construction runoff through citizen engagement.

### Context:

The proposed MECP Great Lakes pilot project to create and pilot a citizen engagement model that could be used by other Ontario communities. The desired project outcome is to engage citizens of the City in helping reduce pollutant loadings (including phosphorus) from poor erosion and sediment control (ESC) practices to stormwater infrastructure, receiving water bodies and ultimately the Thames River/Lake Erie. This project will complement the City’s ongoing efforts to make improvements to erosion and sediment controls.

## Linkage to the Corporate Strategic Plan

- This project supports the 2019-2023 Strategic Plan through the following:
  - London has a strong and healthy environment.

# Analysis

## 1.0 Background Information

### 1.1 Previous Reports Related to this Matter

August 31, 2021. CWC. Appointment of Consulting Engineers – Stormwater Management Facility Build-out Sediment Survey.

### 1.2 Erosion and Sediment Controls (ESC)

The purpose of erosion and sediment controls (ESC)s is to prevent sediment laden water from entering watercourses. The most prevalent source of sediment to watercourses results from rainfall runoff over exposed soils. Accordingly, construction activities such as site alterations, development of subdivisions and site plans, and municipal construction projects pose the greatest risk of generating sediment laden runoff. To mitigate the impacts of development and construction, typical ESC measures include installation of silt fence, silt socks/mattresses, sediment basins, and settling tanks. These measures aim to remove and contain the bulk of sediment found in runoff prior to releasing to watercourses. All ESC systems require regular and ongoing maintenance to be functional throughout the construction project or build-out period. As such, it is important to stage the type and placement of ESC measures in response to the evolving site conditions.

Improper or non-functioning ESCs can lead to sediment-laden runoff to enter watercourses, which poses a risk to the functions of the natural environment (e.g., fisheries, species at risk, etc.) and is considered a spill event by the province. It is noted that a sediment spill triggers a documented response involving the City, Upper Thames River Conservation Authority (UTRCA), MECP, and any private landowners involved in the spill event. As a result, properly installed and maintained ESCs are essential to protect the environment and to limit the City's liability from negative impacts that may arise from spill events.

## 2.0 Discussion and Considerations

### 2.1 MECP Great Lakes Program Pilot Project

The purpose of the proposed MECP Great Lakes pilot project is to reduce, and where possible, prevent construction sediment and associated nutrients from entering stormwater management systems and waterways by increasing industry and public awareness of erosion and sediment controls (ESC), and facilitating action on this environmental hazard through citizen engagement.

The objectives are to:

- Facilitate industry (developers, consultants, contractors and trades) understanding of the Toronto Region Conservation Authority (TRCA)'s updated ESC guideline for Urban Construction (2019) by hosting training sessions.
- Increase the public's knowledge on the need for robust ESC measures at construction sites for pollution prevention;
- Increase citizen engagement in pollution prevention and protecting Lake Erie from contaminated stormwater leaving construction sites;
- Create and pilot an electronic public reporting tool that citizens can use to report poor ESC measures at construction sites to the City;
- Improve defective or insufficient ESC measures at constructions sites; and,
- Create and share a case study on the benefits and challenges of citizen engagement through electronic public reporting of poor ESC measures.

The desired project outcome is to engage citizens of the City in helping reduce pollutant loadings (including phosphorus) from poor ESC practices to stormwater infrastructure, receiving water bodies and ultimately the Thames River/Lake Erie. This project creates and pilots a citizen engagement model that could be used by other Ontario communities.

## 2.2 Outcomes and Metrics

This pilot project will create a citizen engagement model that could be used by other Ontario communities to enhance ESC programs and reduce negative impacts of construction sites to waterbodies. The desired outcome for this project is to create a citizen engagement model for municipalities that uses electronic public reporting for construction ESC Case study that analyzes the benefits, challenges and lessons learned from the pilot.

The following metrics will be used to determine the success of the project:

- # of public engagement/education sessions for the reporting tool
- # of public reports of poor construction ESC practices
- # of instances where remedial action was taken on construction site in response to public complaints

## 2.3 Transfer Payment Agreement

On February 25, 2022, Civic Administration received the transfer payment agreement from the MECP (Schedule 1 to the by-law in Appendix A).

The Ontario Transfer Payment Agreement provides funding for the Project as set out in Schedule C of the Agreement in accordance with the project specifics and the approved amount included in the Schedules to the Agreement.

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

## 3.0 Financial Considerations

The MECP Great Lakes Fund has offered the City a transfer payment of \$20,000 to support the proposed project. As part of standard ministry procedures, the City is required to create a by-law to execute the agreement located in Appendix 'A'. The City will contribute \$15,000 to the \$35,000 estimated total cost of the project. The City has available funding to contribute to this project.

## Conclusion

The MECP Great Lakes Program funding will support the City's initiatives of improving citizen engagement in the identification and reporting of ESC issues that may negatively impact local watercourses. Staff recommend signing the agreement with MECP to support the protection of local watercourses from construction impacts in accordance with the latest provincial guidelines.

**Prepared by:** Shawna Chambers, DPA, P.Eng., Division Manager,  
Stormwater Engineering

**Submitted by:** Scott Mathers, MPA, P.Eng., Director Water Wastewater  
& Stormwater

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

Appendix 'A' – By-law and Ontario Transfer Payment Agreement

c.c.  
Aynsley Andersen  
Zeina Nsair

## Appendix “A”

Bill No.  
2022

By-law No.

A by-law to approve the Ontario Transfer Payment between Her Majesty the Queen in right of Ontario as represented by the Minister of Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements

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

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

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

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

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

1. The Ontario Transfer Payment between Her Majesty the Queen in right of Ontario as represented by the Minister of Environment, Conservation, and Parks and The Corporation of the City of London (“Agreement”) attached as Schedule “1” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure are hereby authorized to approve amending agreements to the Agreement provided it does not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and City Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Finance Supports or the Deputy City Manager, Environment and Infrastructure under section 3 of this by-law.
5. The Deputy City Manager, Finance Supports, or their delegate, is hereby authorized to execute any financial reports required as a condition under the Agreement.

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

PASSED in Open Council on March 22, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 22, 2022  
Second Reading – March 22, 2022  
Third Reading – March 22, 2022

**Schedule 1**

**Ontario Transfer Payment Agreement**



## ONTARIO TRANSFER PAYMENT AGREEMENT

TPON Case No.: 2022-02-1-1673658539

Other File No. 3804

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**THE AGREEMENT** is effective as of March 28, 2022

### **B E T W E E N:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Minister of the Environment, Conservation  
and Parks**

(the “Province”)

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(the “Recipient”)

### **CONSIDERATION**

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

#### **1.0 ENTIRE AGREEMENT**

1.1 The Agreement, together with:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project  
Schedule “D” - Budget  
Schedule “E” - Payment Plan  
Schedule “F” - Reports, and  
any amending agreement entered into as provided for in section 4.1,

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

## **2.0 CONFLICT OR INCONSISTENCY**

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

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

## **3.0 COUNTERPARTS**

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

## **4.0 AMENDING THE AGREEMENT**

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

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of the Environment,  
Conservation and Parks**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Ling Mark  
Title: Director, Great Lakes and Inland Waters Branch

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Edwin Holder  
Title: Mayor, City of London

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Michael Schulthess  
Title: City Clerk

I have authority to bind the Recipient.

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

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**A1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

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

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

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

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

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

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

**“Funding Year”** means:

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

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

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

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

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

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

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

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

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

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

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

Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

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

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

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

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

### **A3.0 TERM OF THE AGREEMENT**

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

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

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

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

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

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

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

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

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

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

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

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

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

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

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

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

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

#### **A6.0 CONFLICT OF INTEREST**

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



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

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

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

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

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Preparation and Submission.** The Recipient will:

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

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

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

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

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

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

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

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## A8.0 COMMUNICATIONS REQUIREMENTS

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

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

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

## **A9.0 INDEMNITY**

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

## **A10.0 INSURANCE**

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

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

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

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

## **A11.0 TERMINATION ON NOTICE**

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

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

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

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

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

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

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

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

provide additional Funds to the Recipient.

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

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

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

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

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;

- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

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

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

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

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

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

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

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

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

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

#### **A15.0 FUNDS UPON EXPIRY**

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

#### **A16.0 DEBT DUE AND PAYMENT**

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

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

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

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

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

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

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

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

## **A17.0 NOTICE**

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

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

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

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

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

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

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

## **A19.0 SEVERABILITY OF PROVISIONS**

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

## **A20.0 WAIVER**

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

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

- (a) be valid only if the Party granting the waiver provides it in writing; and



(b) apply only to the specific obligation referred to in the waiver.

#### **A21.0 INDEPENDENT PARTIES**

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

#### **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

#### **A23.0 GOVERNING LAW**

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

#### **A24.0 FURTHER ASSURANCES**

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

#### **A25.0 JOINT AND SEVERAL LIABILITY**

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

#### **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

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

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

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

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

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

## **A28.0 SURVIVAL**

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

**- END OF GENERAL TERMS AND CONDITIONS -**

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

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**Project Specific Information**

<b>Maximum Funds</b>	\$20,000
<b>Expiry Date</b>	90 days after the final report due date in Schedule “F”
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000.00
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	<p>Name: Ministry of the Environment, Conservation and Parks Great Lakes and Inland Waters Branch, Waterways Protection Office</p> <p>Address: 40 St. Clair Avenue West, Toronto, ON M4V 1M2</p> <p>Attention: Aaron Law</p> <p>Email: <a href="mailto:aaron.law@ontario.ca">aaron.law@ontario.ca</a></p> <p>Telephone: 647-248-0553</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p>Name: The Corporation of the City of London</p> <p>Address: 300 Dufferin Avenue, London ON N6A 4L9</p> <p>Attention: Zeina Nsair, CPA, CGA</p> <p>Email: <a href="mailto:znsair@london.ca">znsair@london.ca</a></p> <p>Telephone: 519-661-2489 ex.4915</p>

<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	Name: Anna Lisa Barbon, CPA, CGA Position: Deputy City Manager, Finance Supports and City Treasurer Address: 300 Dufferin Avenue, London, ON N6A 4L9 Fax: N/A Email: <a href="mailto:abarbon@london.ca">abarbon@london.ca</a> Telephone: 519-661-2489 x4705
<b>Recipient’s Canada Revenue Agency Business Number</b>	119420883
<b>Recipient’s TPON Registration ID</b>	12249

**Additional Provisions**

B.1 [intentionally deleted to preserve numbering]

B.2 The following subsection is added to section 5.1:

- (f) the Funds are being provided to the Recipient in furtherance of a public purpose as determined by the Province.

B.3 The following article is added following Article 5.0:

**6.0 EXECUTION AND TRANSMISSION**

- 6.1 Each of the signatories to this Agreement acknowledge that in providing their name on the applicable signature line in electronic form will constitute a signature for the purposes of the *Electronic Commerce Act, 2000, S.O. 2000, c. 17*, as amended.
- 6.2 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

B.4 The following definitions are added to section A1.2 in alphabetical order:

“**ESC**” means erosion and sediment control.

“**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

“**Payment Plan**” means the payment plan attached to the Agreement as Schedule “E”.

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

“**TRCA**” means Toronto and Region Conservation Authority.

“**TPON**” means the Government of Ontario’s Transfer Payment Ontario system.

B.5 The following subsection is added to section A2.1:

- (e) it has and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern.

B.6 Subsection A2.2(b) is deleted and replaced by the following:

- (b) taken all necessary actions to authorize the execution of the Agreement including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

B.7 The following section is added to Article A2.0:

A2.5 **TPON.** The Recipient represents, warrants, and covenants that:

- (a) it has completed its registration in TPON; and
- (b) it will update its information in TPON as needed to maintain accuracy.

B.8 Subsection A4.1(b) is deleted and replaced by the following:

- (b) provide the Funds to the Recipient in accordance with the Payment Plan, each payment being conditional upon the corresponding criteria being met and subject to adjustment pursuant to the terms and conditions of the Agreement including section A4.9; and

B.9 [intentionally deleted to preserve numbering]

B.10 The following subsection is added to section A4.2:

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

B.11 [intentionally deleted to preserve numbering]

B.12 [intentionally deleted to preserve numbering]

B.13 Article A4.0 is amended by adding the following new sections:

**A4.7 Project Over Budget.** The Recipient acknowledges that should Project expenses exceed the amount of the Funds allocated in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

**A4.8 Administration of a Social, Health Or Economic Program.** The Recipient acknowledges and agrees that the Funds being provided under this Agreement are for the purpose of the administration of social, health and/or economic programs and/or the provision of direct or indirect support to members of the public in connection with economic policy, and as such section 16 of the *Limitations Act, 2002* (Ontario) shall apply.

**A4.9 Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

**A4.10 Cash Flow Management.** In order to more accurately reflect the Recipient's anticipated cash flow needs (as conveyed to the Province), the Province may delay or divide any instalment of the Funds set out in the Payment Plan. If the instalment amount is so delayed or divided by the Province, the Recipient may request another payment by providing Notice to the Province including a cash flow forecast until the next Report is due and confirmation of the amount of the Funds already spent to date. The Province may provide another payment based on the information so provided.

**A4.11 Budget Flexibility.** Despite subsection A4.3(c), the Recipient may apply limited Budget flexibility as described in section D.2.1 of Schedule "D".

B.14 Article A5.0 is amended by adding the following new section:

**A5.3 Termination Provisions.** Further to section A5.1, if the Recipient acquires goods, services, or both, with the Funds, the Recipient will use best efforts to include in any associated agreement, a termination

provision that enables the Recipient to wind down the Project in a reasonable manner at minimal cost.

B.15 Article A7.0 is amended by adding the following new section:

**A7.7 Purpose of Receiving Reports.** For clarity, the Province receives Reports or other reports to confirm whether the Recipient is meeting the terms and conditions of the Agreement. The Province does not derive any advice, data or other benefit from such Reports or reports.

B.16 Subsection A8.1(a) is deleted and replaced by the following:

(a) acknowledge the support of the Province for the Project using the statement “This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material.”;

B.17 Article A8.0 is further amended by adding the following new sections:

**A8.3 Open Data.** Subject to applicable laws, the Recipient gives its consent to the Province for the public release of any information provided under this Agreement including but not limited to the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds, amount of Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient, Budget and any analysis, audit or evaluation reports relating to the Project or to the Agreement performed by either Party.

**A8.4 Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of the Environment, Conservation and Parks at one or more Project events, until permitted by the Province.

**A8.5 Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province. The placement of the logo on the Recipient’s materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.

B.18 **Conjunctions.** Where any sections in this Agreement have been modified to add or delete an item from a list, the “and” or “or” conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.

B.19 [intentionally deleted to preserve numbering]

B.20 Section A10.2 is deleted in its entirety and replaced with the following:

10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
  - (ii) other proof that confirms the insurance coverage required by section 10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

B.21 The following event is added to section A13.1:

- (e) the Recipient fails to respond to any inquiry of the Province pertaining to the *Public Sector Salary Disclosure Act, 1996* (Ontario).

B.22 The following consequence is added to section A13.2:

- (j) demand the repayment of an amount equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsection (f), (g) or (h), or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default;

B.23 The following subsections are added to section A16.1:

- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (a) or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (d) demand that the Recipient pay an amount to the Province equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (b) or, in the event that the Recipient did not place the Funds in an interest bearing account in accordance with section A4.4, the interest imputed to be earned on said amount based on the then



current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;

- (e) deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Recipient pay an amount equal to the amounts referred to in both subsection (b) and (d).

B.24 Article A17.0 is amended as follows:

- (a) Each of sections A17.1, A17.2 and A17.3 in Article A17.0 of Schedule “A” is amended by deleting the word “fax” wherever it appears.
- (b) A new section is added following Section A17.3 (Postal Disruption):

A17.4 **Notice by Telephone.** For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule “B”.

B.25 The following sections are added to section A28.1, Survival, in chronological order: subsection A2.1(c), section A4.7, section A4.8, section A4.9, section A8.3, section A8.5, subsection A13.2(j), Article A29.0, Article A32.0 and section A34.1.

B.26 The following new provisions are added following Article A28.0 (Survival)

#### **A29.0 FIRST NATION AND MÉTIS CONSULTATION**

A29.1 **Notification.** The Recipient agrees to immediately notify the Province if any First Nation or Métis community raises any concerns about the Project having a potential impact on protected rights.

#### **A30.0 ACCESSIBILITY**

A30.1 **Meetings and Events.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, events or similar, the Recipient should consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting contents and proceedings. The Recipient will use best efforts to accommodate these needs.

A30.2 **Meetings and Events Examples.** For assistance with the Recipient’s commitment pursuant to section A30.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection.

A30.3 **Venues.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for venues at which the public will be in attendance, the Recipient should consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Recipient will use best efforts to accommodate these needs.

A30.4 **Venue Examples.** For assistance with the Recipient's commitment pursuant to section A30.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms.

### **A31.0 ENVIRONMENTAL INITIATIVES**

A31.1 **Meetings.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for meetings, the Recipient will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

A31.2 **Printing.** As the Funds are being provided to the Recipient for a public purpose and are public funds, in using the Funds for printing, the Recipient will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
- (b) print or copy double-sided and in black and white when printing or copying is necessary; and
- (c) purchase paper from environmentally responsible sources.

A31.3 **Environmentally Responsible Sources.** For assistance with the Recipient's commitments under subsection A31.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council, CSA Group or Sustainable Forest Initiative.

### **A32.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS**

A32.1 **Permissions.** The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

**A32.2 Consent of Legal Guardian.** The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

**A33.0** [intentionally deleted to preserve numbering]

**A34.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

**A34.1 MFIPPA.** The Province acknowledges that the Recipient is bound by MFIPPA and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with MFIPPA.

**- END OF ADDITIONAL PROVISIONS -**

## SCHEDULE “C” PROJECT

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### C.1 BACKGROUND

The Recipient has a population of over 400,000 and is located in the Western Lake Erie basin. Like many urban areas in Southern Ontario, the Recipient is experiencing growth and the construction that comes with it. An expanded urban footprint and construction activities can place stress on watersheds by modifying how water flows through the environment and can increase pollutant loadings to waterways.

#### Problem

Urban construction and development activities disturb vegetation and soil stability (e.g. bare exposed soil). These activities cause soil erosion and sediment discharges to stormwater systems and receiving water bodies that negatively impact water quality and the function of stormwater management infrastructure. Damage that comes from sediment moving off a construction site is a critical problem if it is not controlled and regularly maintained through erosion and sediment control (ESC, as defined above at B.4) at the construction site.

Construction soil erosion can have both on-site and off-site negative impacts such as:

- Excess nutrients released via sediments to water bodies, in turn impacting water quality through accumulation of nutrients and algal growth;
- Excess sediment makes the water turbid (cloudy), which prevents sunlight from penetrating the water and thus reduces photosynthesis and underwater vegetation, and negatively impacts fish and other aquatic lives;
- Excess sediment can build up in stream channels, lowering flow capacity. This may lead to more frequent flooding in areas that never or rarely flooded in the past;
- Excess sediment can have detrimental impacts to aquatic organisms in terms of suitable habitat, reproduction (e.g. fine silt smothering eggs), and health (e.g. abrasion, mortality);
- A financial burden on municipalities, conservation authorities and ultimately taxpayers for clean up of sediment-damaged areas, including municipal stormwater infrastructure;
- Loss of topsoil from the site;
- Loss of nutrient and fertility of remaining soil; and
- Loss of organic matter, which is associated with weaker soil and therefore greater risk of further erosion.

#### Pollution Prevention

Prevention of erosion is the best approach. All municipal approved projects include an ESC plan and monitoring program that is created by construction site owners and managers. Often, these plans do not follow the most recent industry guidance or are not fully implemented. The recent release of the updated Erosion and Sediment Control Guide for Urban Construction by the Toronto and Region Conservation Authority (TRCA, 2019) is an opportunity to provide up-to-date training to industry in efforts to

improve ESC plans and how well these plans are implemented during construction.

### Citizen Engagement

A lack of resources (human and financial) often limits the ability to inspect all construction sites during or after every precipitation event. This results in improper implementation of ESC plans and/or inadequate maintenance of ESC measures. A potential solution to the lack of resources is engaging concerned citizens or other stakeholders near construction sites to play a role in making sure ESC measures are in place and working properly. These concerned citizens could report problems to the Recipient with respect to ESC. Citizens and other stakeholders are well suited for this role because erosion can be easily detected by the public since it causes turbid water to flow along the roads into stormwater catch basins, excess sediment scattered on the road is very visible, and volunteer public “inspectors” are living everywhere in urban areas. The Recipient has an online system for public reporting of city issues to city staff (<https://service.london.ca/>) that could be adapted to enable public reporting of ESC issues.

## **C.2 PROJECT OBJECTIVE**

The Project educates construction site owners and managers on the latest ESC control practices and pilots a citizen engagement model to help reduce pollutant loadings (including phosphorus) from poor ESC practices.

The objectives of the Project are:

- Facilitate industry (developers, consultants, contractors and trades) understanding of TRCA’s updated ESC guide;
- Increase the public’s knowledge on the need for good ESC measures at construction sites for pollution prevention;
- Increase citizen engagement in pollution prevention and protecting Lake Erie from contaminated stormwater leaving construction sites;
- Create and pilot an electronic public reporting tool that citizens can use to report poor ESC measures at construction sites to the City of London;
- Improve defective or insufficient ESC measures at constructions sites; and
- Create and share a case study on the benefits and challenges of citizen engagement through electronic public reporting of poor ESC measures.

## **C.3 SCOPE OF PROJECT**

The Recipient will train construction site owners and managers on ESC best practices, deliver a public education campaign on ESC and create a reporting tool the public can use to report problems with ESC. The Project will be undertaken by the Recipient and service providers.

C.3.1 The Recipient will organize, host and facilitate ESC training to the development industry both within the local community and beyond, where feasible. This will update the industry’s understanding of current ESC standards to TRCA’s most recent Erosion and Sediment Control Guide for Urban Construction.

C.3.2 The Recipient will develop an online reporting tool that the public can use to report problems with ESC at construction sites.

C.3.3 The Recipient will develop and deliver a public education campaign to raise awareness within the local community on ESC at construction sites. The education campaign will cover:

- The importance of ESC at the construction sites for pollution prevention and its impacts on the environment, onsite and offsite;
- How to detect inadequate ESC control measures at construction sites (e.g. failed ESC measures, sediment plumes in water bodies, turbid runoff from construction sites, etc.); and
- Training on using the online reporting tool.

C.3.4 The Recipient will collect data on ESC reports through the online reporting tool and the resultant follow-up activities. The metrics tracked by the online reporting tool and the recourse actions/responses will be reported to understand the effectiveness of the reporting system and citizen engagement. This will be reviewed by Recipient staff to better understand the potential need for staff to be able to conduct regular ESC control inspections.

C.3.5 The Recipient will analyze results and create a case study that sets out the results, successes and challenges of the Project

C.3.6 The Recipient will communicate the case study through posting on the Recipient's website and other methods, where feasible (e.g. online webinar, conference) to share knowledge to a broad Ontario audience

## C.4 TIMELINES

The following are the timelines for the Project:

<b>Project Activity/Sub-activity</b>	<b>Start Date</b>	<b>End Date</b>
ESC training (Section C.3.1)	1-May-22	31-May-22
Create online reporting tool (Section C.3.2)	1-May-22	31-Aug-22
Public education campaign (Section C.3.3)	1-Feb-23	31-Oct-23
Data collection (Section C.3.4)	1-Sep-23	23-Feb-24
Case study (Section C.3.5)	2-Jan-24	23-Feb-24
Communicate case study (Section C.3.6)	1-Feb-24	23-Feb-24

## C.5 PROJECT PARTICIPANTS

The Project will be undertaken by the following Project team members:

Organization	Participant Name and Title	Role and responsibility of the participant/organization in the Project
City of London	Shawna Chambers, Division Manager	Project Sponsor
City of London	Adrienne Sones, Environmental Services Engineer	Project Manager
TBD	TBD	Training Service Provider
TBD	TBD	Communications/Marketing Provider
TBD	TBD	IT Consultant/Web Programmer

Should there be any changes to the above-noted Project team members, the Recipient will advise the Province forthwith. Changes include additions, replacements and vacancies.

## C.6 PERFORMANCE MEASURES AND TARGETS

### C.6.1 Scope Obligations

The following summarizes the goods, services or other outputs that the Recipient will be producing in undertaking the Recipient's Project.

Description of Products	Number (per C.3)
Number of training sessions for the development industry	1
Number of training session on use of the online reporting tool	1
Number of case studies	1
Number of online reporting tools	1

### C.6.2 Targets to Measure Success

In carrying out the Project, the Recipient will use the following measures and aim to meet the following targets to measure its success in meeting the Project objective(s):

Objective(s)	Performance Measures	Performance Targets
Increase the public's knowledge	Number of ECS reports to the public reporting tool	15
Improve ESC measures at construction sites	Number of corrections to ESC measures at construction sites as a result of reports through the public reporting tool	15

**- END OF PROJECT DESCRIPTION AND TIMELINES -**



**SCHEDULE “D”  
BUDGET**

**D.1 BUDGET TABLE**

Project Expenditures	A Project budget	B Amount from the Funds	Other Contributions				G Balance to be secured
			C Recipient	D Cash	E In-kind	F Requested	
<b>SERVICES</b>							
Training Sessions – 2022 and 2023 (C.3.1 and C.3.3)	\$14,500.00	\$10,000.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Development of Online Tool (C.3.2)	\$10,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Communications and Marketing (C.3.3)	\$10,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sub-total</b>	<b>\$34,500.00</b>	<b>\$20,000.00</b>	<b>\$14,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TRAVEL AND HOSPITALITY</b>							
Food and beverage (refreshments) for 30 people – 2022/2023 Training Sessions (C.3.1 and C.3.3)	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0
<b>Sub-total</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTALS</b>	<b>\$35,000.00</b>	<b>\$20,000.00</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## D.2 NOTES TO BUDGET TABLE

### D.2.1 Budget Table Columns

- (a) **Total Project Amount.** In the event that the budget for the Project exceeds the total amount for column A by 20%, the Recipient will notify the Province forthwith.
- (b) **Standard Budget Flexibility.** The Recipient may move Funds between expense lines in column B, Amount from the Funds, in the Budget table in section D.1 without approval from the Province, except as limited below:
  - (i) Funds in column B, Amount from the Funds, cannot be moved to any expense lines under the Budget category “Other” (if any);
  - (ii) The Recipient may not reduce the Funds allocated to any expense line by more than ten percent (10%) of its allocation as shown in the Budget table; and
  - (iii) The Recipient may not increase the Funds allocated to any expense line by more than twenty percent (20%) of its allocation as shown in the Budget table.
- (c) [intentionally deleted to preserve numbering]
- (d) [intentionally deleted to preserve numbering]
- (e) [intentionally deleted to preserve numbering]
- (f) [intentionally deleted to preserve numbering]
- (g) [intentionally deleted to preserve numbering]
- (h) **Acknowledgement.** The Province acknowledges that the Recipient may, in its sole discretion, reallocate the amounts in columns C, D, E and F, among the expense lines in the Budget table. The Recipient acknowledges that should such reallocations be made, the Province may reassess its contribution to the Project and take such actions as permitted in accordance with the Agreement.

### D.2.2 Expense Eligibility

The following Budget notes are intended to provide clarity to the Recipient on how the Funds may be spent.

- (a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for

which the Province will not provide any Funds, unless explicitly stated otherwise in this Agreement:

- (i) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;
  - (ii) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;
  - (iii) **Non-Project costs** – any costs not directly related to the Project;
  - (iv) **Pre-Project costs** – any costs incurred prior to the Effective Date;
  - (v) **Purchase of equipment or capital items** – tangible property that has a lifespan longer than one year or the length of the Project, whichever is less, but does not include consumables or items with a value less than \$100;
  - (vi) **Overhead** – fixed or variable costs incurred by the Recipient regardless of the Project (e.g. mortgage, rent, insurance, hydro for the Recipient’s regular operations, except for staff);
  - (vii) **Honoraria** – amounts voluntarily paid by the Recipient for services or other contribution to the Project;
  - (viii) **Refundable expenses** – costs deemed ineligible in accordance with section A4.6 of Schedule “A”; and
  - (ix) Any costs which the Province informs the Recipient it considers, in its sole discretion, to be an inappropriate expenditure of public funds.
- (b) **Hospitality-Public meetings/events** (under “Travel and Hospitality”) – The Recipient may use the Funds for hospitality, defined as the provision of food or beverages during Project meetings/events held with the public. If the Funds are being used to pay for meals during public Project meetings or events, the amount from the Funds used for these meals will be calculated according to the rates in the [Ontario Government’s Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. If the Funds are being used to pay for non-meal food and beverages (e.g. coffee, water, snacks) during public Project meetings or events the amount from the Funds used for these non-meal expenses can be up to the following maximums: \$5/day per person for a half-day public Project meeting/event or \$10/day per person for a full day public Project meeting/event. **The Recipient may only use the Funds for hospitality if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, **the Funds under this Budget line may not be used for:**
- alcohol;
  - meals (breakfast, lunch and dinner) or non-meal food and beverages outside of public Project meetings/events; or

- food and beverages already covered under another line in the Budget table in section D.1.
- (c) **Services** – Costs for services may include reasonable disbursements in addition to fees.

### **D.2.3 Pre-Agreement Procurements**

- (a) [intentionally deleted to preserve numbering]

**- END OF BUDGET -**

**SCHEDULE “E”  
PAYMENT PLAN**

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**E.1 PAYMENT TABLE**

<b>CRITERIA</b>	<b>AMOUNT</b>
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$10,000.00
Following Province approval of first interim progress report and first financial progress report as set out in Schedule “F”	\$8,000.00
Following Province approval of final report as set out in Schedule “F”	\$2,000.00
<b>TOTAL</b>	<b>\$20,000.00</b>

**NOTE: The amounts above may be adjusted pursuant to the terms and conditions of the Agreement, including section A4.9 (as found in section B.13 of Schedule “B”).**

**- END OF PAYMENT PLAN –**

**SCHEDULE “F”  
REPORTS**

**F.1 REPORT TABLE**

Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient's receipt of notification that it will be receiving additional funding for the Project
2. Procurement Report(s)	Immediately following selection of preferred proponent if applicable
3. Interim Progress Report(s)	#1 - 02/17/2023
4. Financial Progress Report(s)	#1 - 02/17/2023
5. Final Report	02/23/2024
6. Reports as specified from time to time	On a date or dates specified by the Province.

**F.2 REPORT DUE DATE**

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to March 31.

**F.3 REPORTING TEMPLATES**

When reporting to the Province, the Recipient will use the templates provided by the Province (if any).

**F.4 SUPPORTING DOCUMENTATION**

For clarity, the Province may request supporting documentation from the Recipient as part of the Reports submitted as described in this schedule.

## **F.5 REPORT DETAILS**

**F.5.1 Additional Funding Reports.** Additional Funding Reports will set out:

- (a) an accounting of any other funding received or to be received by the Recipient if not already set out in the Agreement, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting; and
- (b) confirmation that there is no overlap of funding from the Province and from the other funding entities.

**F.5.2 Procurement Reports.** Procurement Reports will set out:

- (a) a description of the procurement process followed by the Recipient to acquire goods or services required to perform the Project; and
- (b) a justification for the selection of the preferred proponent which evidences value for money, including, if applicable, confirmation from the supplier that they are the sole supplier of the goods.

**F.5.3 Interim Progress Reports.** Interim Progress Reports will set out:

- (a) actions undertaken to the date of the report including key milestones achieved, with reference to specific paragraphs of section C.3 (Scope of Project) including the performance measures listed in section C.6.1;
- (b) progress achieved to date on the performance targets listed in section C.6.2 and how they relate to the objective(s)/desired outcomes of the Project identified in section C.2;
- (c) for any staff position covered in whole or in part by some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (d) any variances from the timelines, the reasons for such variances and the strategy used to correct the variances; and
- (e) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim progress report, signed by the Chief Operating Officer, the Board chair or equivalent.

**F.5.4 Financial Progress Reports.** Financial Progress Reports will set out:

- (a) an interim accounting of all Project expenditures to date (both as a whole and specifically from the Funds) signed by the Chief Financial Officer, the Board chair or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget;

- (b) identification of Funds reallocated in accordance with section A4.10 (as found in section B.13), including rationales for the reallocations;
- (c) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization; and
- (d) a high-level monthly spending forecast (e.g. total per month) for the remainder of the Project.

**F.5.5 Final Report.** The Final Report will set out:

- (a) actions undertaken in carrying out the Project including key milestones achieved, with reference to specific paragraphs of section C.3 (Scope of Project) including the performance measures listed in section C.6.1;
- (b) a description of to what extent the performance targets listed in section C.6.2 were met;
- (c) a description of to what extent the Project objectives/desired outcomes as identified in section C.2 were met and set out lessons learned;
- (d) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (e) a final accounting of all Project expenditures (both as a whole and specifically from the Funds) signed by the Chief Financial Officer, the Board chair or equivalent, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (f) an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (g) an accounting of any interest earned in accordance with section A4.4;
- (h) identification of Funds reallocated in accordance with section A4.10 (as found in section B.13), including rationales for the reallocations;
- (i) a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and



- (j) a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming Recipient compliance with the terms and conditions of the Agreement, except as disclosed in the final report.

F.5.6 **Other Reports.** The Province will specify the timing and content of any other Reports as may be necessary.

**- END OF REPORTING -**

## 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:** Active Transportation Fund

**Date:** March 1, 2022

## Recommendation

That on the recommendation of the Deputy City Manager, Environment & Infrastructure, the Civic Administration **BE DIRECTED** to submit the projects identified herein to the Government of Canada's Active Transportation Fund.

## Linkage to the Corporate Strategic Plan

The following report supports the 2019–2023 Strategic Plan through the strategic focus areas of Building a Sustainable City, Growing Our Economy and Leading in Customer Service by contributing to improved active transportation and mobility options with a lens and a focus on climate change mitigation and adaptation. This funding program and report recommendation promotes projects that create an efficient, inclusive, and connected active transportation network that encourage a modal shift away from cars.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan
- Planning and Environment Committee – June 13, 2016 – The London Plan
- Civic Works Committee – September 7, 2016 – London ON Bikes Cycling Master Plan
- Civic Works Committee – March 10, 2020 – Cycling Master Plan Technical Amendments
- Civic Works Committee - Active Transportation Infrastructure Plan - Nov 17, 2020

### 2.0 Discussion and Considerations

#### 2.1 Purpose

This report outlines the program objectives, design, merit considerations and recommends a list of projects for submission to the Federal Active Transportation Fund program.

#### 2.2 Program Overview

On February 10, 2021, the Government of Canada created a new Active Transportation Fund (the Fund), a \$400 million, 5-year investment to expand and enhance active transportation networks in communities of all types and sizes. The objective of the Fund is to increase the size, quality and use of Canada's active transportation infrastructure network.

Active transportation refers to the movement of people or goods powered by human activity. Active transportation includes walking, cycling and the use of human-powered or hybrid devices such as wheelchairs, scooters, e-bikes, rollerblades, snowshoes and cross-country skis, and more.

Applications will be accepted through a combination of timed intakes and rolling intakes. Project selection will be merit-based and will be undertaken with a view to balancing factors like regional distribution, the type of project, and equitable access.

There are two streams of projects eligible for funding: capital projects and planning projects:

- **Capital Projects** - Contributions of up to \$50 million are available for capital projects that build new or enhance existing active transportation infrastructure or which provide new features and facilities to promote active transportation or enhance user safety and security. The maximum federal contribution rate for municipal projects located in provinces is 60%.
- **Planning Projects** - Grants of up to \$50,000 to undertake planning, design, or stakeholder engagement activities. Funding can cover up to 100% of eligible costs. 3% of the Active Transportation Fund has been notionally allocated for planning projects.

Funding decisions will be merit-based, with consideration given to balancing regional distribution, project type, and equitable access. Eligible capital projects will be evaluated against the following criteria:

- **Improved Community Connectivity and Accessibility** - The project strategically improves active transportation connectivity and enhances accessibility within and/or to other communities, particularly for vulnerable populations.
- **Economic Benefits** - The project provides economic value to the community through increased construction, tourism and/or active transportation access to business districts.
- **Environmental and Climate Benefits** - The project results in environmental benefits, such as GHG reductions, land use intensification, protection of green spaces, and/or the use of green technologies.
- **Improved User Mobility and supports a Safe and Secure Environment** - The project provides enhancements in non-automotive mobility and contains measures to ensure a safe and a secure environment, including for vulnerable populations.
- **Project Viability** - The project is part of an active transportation strategy, has significant community support, and planning work is in an advanced state (e.g. design, permits, matching funds secured).

### **2.3 Proposed Projects**

At the current time, the following active transportation infrastructure projects are the most “shovel-ready” and suitable for this funding. The funding requires the projects to be completed by March 2026. The projects identified below are anticipated to be considered eligible under the Active Transportation Fund and are recommended for submission.

**Table 1: Projects Recommended for Submission**

<b>Project Name</b>	<b>Description</b>	<b>Estimated Capital Value (\$)</b>
Stoney Creek Pathway Connection to the TVP	Extend the active transportation system from Windermere Road to the Thames Valley Corridor and the City's Core.	2,000,000
South Branch TVP Extension	Extend the TVP from the Meadowlilly Road pedestrian bridge to link with the City Wide Sports Park and surrounding growth areas. This will complete the highest priority gap on the south branch of the TVP.	1,500,000
Hyde Park Rotary Trail Extension	Extend the trail north to the City Limits linking growth areas to the Thames Valley Corridor and transit systems.	750,000
Mudd Creek Trail Connection Improvements	Improve the trail connection along Mudd Creek to provide an effective route from Oxford Street to Riverside Drive	250,000
<b>Total</b>		<b>4,500,000</b>

## 2.4 Financial Considerations

In the absence of an allocation formula, as is the case for the new Active Transportation Fund, staff benchmark London's anticipated allocation by assessing London's population share as a percentage of the total program dollars available. Civic Administration has identified a total submission value that is both commensurate with London's "fair share" based on its population as well as aligned with the Fund priorities described by the Government of Canada.

The projects recommended for submission will result in additional operating costs due primarily to increased maintenance required for operations like snow plowing, sweeping and asphalt repairs. Preliminary estimates indicate the combined total operating costs for all identified projects will be in the order of \$50,000 annually, however the costs will be refined upon completion of design of each individual project. Based on the ensuing growth of the active transportation network, these costs could likely be addressed through annual assessment growth requests made at the appropriate time depending on the timing of project completion. It should be noted that assessment growth allocations are subject to availability of assessment growth revenues. Assessment growth allocations are also a highly competitive process and are reviewed relative to the merits of other business cases submitted at that time.

City staff have identified capital projects in the Parks capital budgets that could fund the City's 40% capital contribution.

## Conclusion

The Active Transportation Fund presents an opportunity to construct infrastructure that supports Council's Strategic Plan and indicates more support for active transportation projects. The current intake is open until March 31, 2022. The projects identified in this report for near-term submission would provide economic and equity benefits to the transportation system by improving multi-modal connectivity, giving London residents more transportation choices across a variety of neighbourhoods.

The projects identified are deliverable with current resources and have matching funding identified in the relevant capital budgets. There will be increased operating costs associated with these projects to be addressed through future assessment growth requests.

**Submitted by:** **Scott Stafford, Director, Parks and Forestry**  
**Recommended by:** **Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager,  
Environment & Infrastructure**

cc: Anna Lisa Barbon, Finance Supports  
Alan Dunbar, Financial Planning & Policy  
Jeff Bruin, Parks Planning and Design  
Adam Thompson, Government and External Relations

**From:** s.levin s.levin

**Sent:** Thursday, February 24, 2022 10:22 PM

**To:** Peloza, Elizabeth <[epeloza@london.ca](mailto:epeloza@london.ca)>; Hillier, Steven <[shillier@london.ca](mailto:shillier@london.ca)>

**Subject:** [EXTERNAL] Active transportation project on Civic Works agenda - Meadowlily Bridge to "surrounding growth areas"

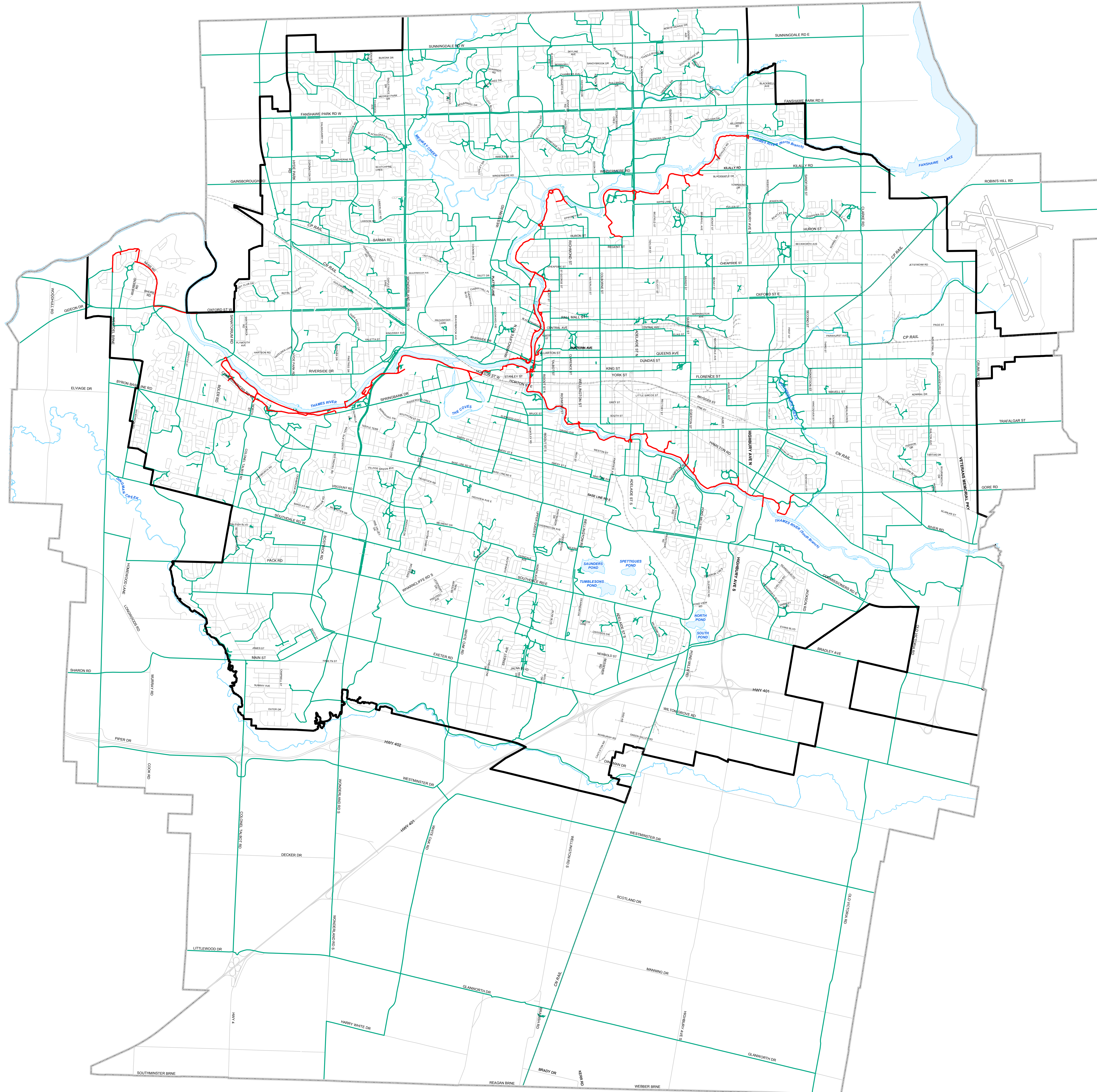
Hi Councillors, hope you and yours are well. I hope you will ask at Cte how the project from Meadowlily Bridge to the east will avoid the Environmentally Significant Area. I have attached two maps. one is the Official Plan map of the ESA boundary this Council approved and a snip from the London Plan Map 4. Map 4 shows the TVP in red and in green are cycling and walking trails (full map 4 also attached). It appears that the eastern extension north from Commissioners would certainly go thru the ESA as would the section on the north side of the river. I note the report to CWC does not clarify where the extension would go, just to "the surrounding growth areas."

Thanks in advance.

Sandy



# MAP 4 - ACTIVE MOBILITY NETWORK

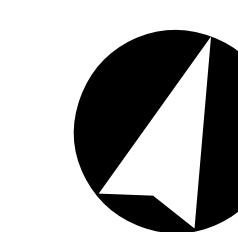


## LEGEND

- Thames Valley Parkway
- Cycling and Walking Routes

## BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds



0 500 1,000 2,000 3,000 4,000 Metres

1:30,000

ADOPTED BY COUNCIL ON JUNE 23, 2016

UNDER REVIEW BY THE PROVINCE

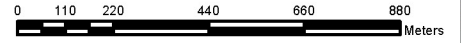
**THIS MAP MUST BE READ IN CONJUNCTION WITH THE TEXT OF THE LONDON PLAN**

*While every effort has been made to ensure that the mapping is accurate, a reader should verify all information contained in this map before acting upon it by contacting the City Clerk's Office, Suite 308, 300 Dufferin Avenue, London, Ontario, N6B 1Z2 or by calling (519) 661-2500 extension 4939*

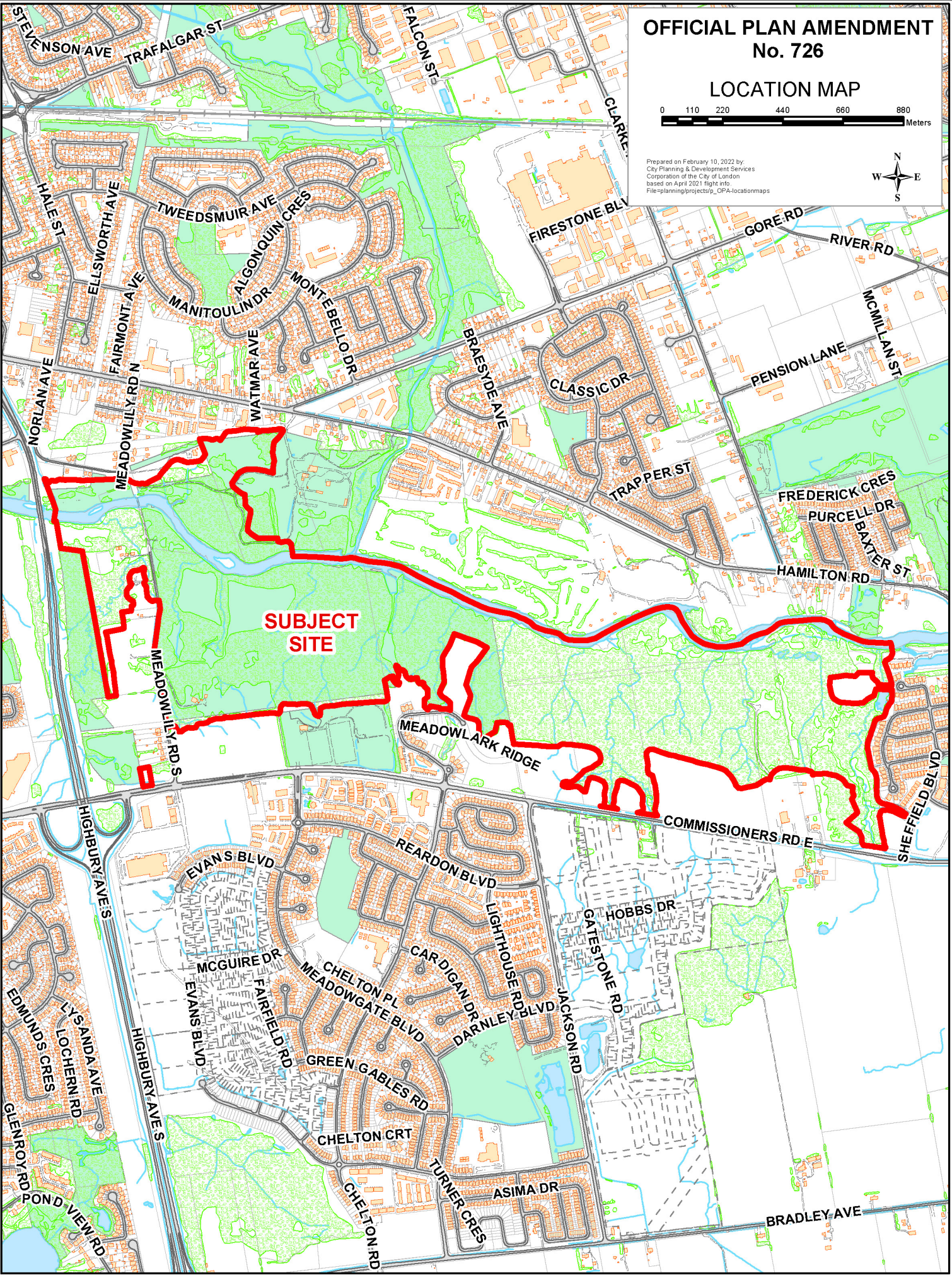


**OFFICIAL PLAN AMENDMENT  
No. 726**

**LOCATION MAP**



Prepared on February 10, 2022 by  
City Planning & Development Services  
Corporation of the City of London  
based on April 2021 flight info  
File=planning/projects/p\_OPA-locationmaps





**From:** s.levin s.levin

**Sent:** Thursday, February 24, 2022 10:51 PM

**To:** Peloza, Elizabeth <[epeloza@london.ca](mailto:epeloza@london.ca)>

**Subject:** [EXTERNAL] Active Transportation project on Civic Works Agenda - Stoney Creek Trail to TVP

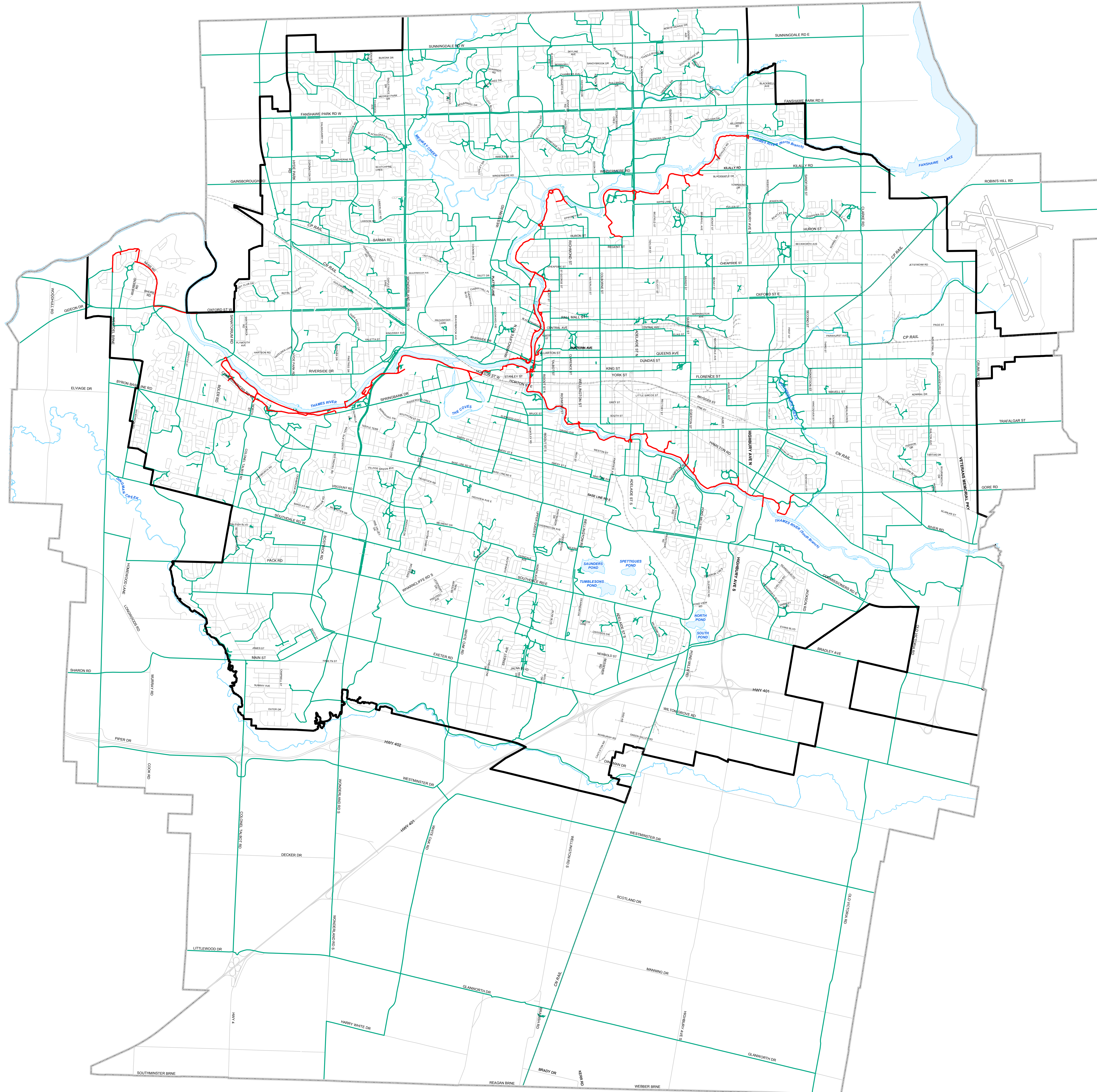
Hi Elizabeth, I am also concerned about the possible impact of the proposed extension of the Stoney Creek trail from Windermere to the Thames Valley Parkway. It is unclear to me how this would be accomplished without a negative impact on London's Natural Heritage System. Will there be an Environmental Assessment? An Environmental Impact Study? Not surprisingly, the budget estimate for this project is the highest of all 4 proposed projects. The attached map from the City web site has a black circle around the Significant Woodland (part of the city's Natural Heritage System). The black arrows with the orange circles point to the Stoney Creek trail on the north side of Windermere Road, and to the existing TVP south of Windermere. The reddish arrow on the west side of the map points to the water pipeline right of way. Conceptually, the link is shown on Map 4 from the London Plan but the devil is in the details. I hope you can get some more information from staff at the meeting as to what they see as getting from Point A (the Stoney Creek trail) to Point B (the TVP) and what process will be followed.

Thanks in advance.

Sandy



# MAP 4 - ACTIVE MOBILITY NETWORK

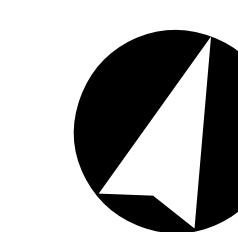


## LEGEND

- Thames Valley Parkway
- Cycling and Walking Routes

## BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds



0 500 1,000 2,000 3,000 4,000 Metres

1:30,000

ADOPTED BY COUNCIL ON JUNE 23, 2016

UNDER REVIEW BY THE PROVINCE

**THIS MAP MUST BE READ IN CONJUNCTION  
WITH THE TEXT OF THE LONDON PLAN**

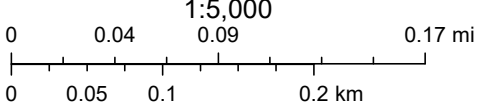
*While every effort has been made to ensure that the mapping is accurate, a reader should verify all information contained in this map before acting upon it by contacting the City Clerk's Office, Suite 308, 300 Dufferin Avenue, London, Ontario, N6B 1Z2 or by calling (519) 661-2500 extension 4939*



# London City Map



2/24/2022, 10:39:41 PM



**DEFERRED MATTERS**

**CIVIC WORKS COMMITTEE**

**as of February 18, 2022**

<b>File No.</b>	<b>Subject</b>	<b>Request Date</b>	<b>Requested/Expected Reply Date</b>	<b>Person Responsible</b>	<b>Status</b>
1.	<p><b><u>Rapid Transit Corridor Traffic Flow</u></b>                      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><b><u>Garbage and Recycling Collection and Next Steps</u></b>                      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><b><u>Bike Share System for London – Update and Next Steps</u></b>                      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><b><u>Best Practices for Investing in Energy Efficiency and GHG Reduction</u></b>  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	Q1, 2022	K. Scherr J. Stanford	
5.	<p><b><u>MADD Canada Memorial Sign</u></b>  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	Q3, 2022	D. MacRae A. Salton	
6.	<p><b><u>Updates - 60% Waste Diversion Action Plan Including Green Bin Program</u></b>  d) the Civic Administration BE DIRECTED to:</p> <p>i) continue to prioritize work activities and actions that also contribute to the work of the London Community Recovery Network; and,</p>	November 17, 2020	Q1, 2022	K. Scherr J. Stanford	



File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	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.				
7.	<p><b><u>Green Bin Program Design - Community Engagement Feedback</u></b></p> <p>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> <p>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.</p>	March 30, 2021	Q1, 2022	K. Scherr J. Stanford	
8.	<p><b><u>3rd Report of the Cycling Advisory Committee</u></b></p> <p>b) the following actions be taken with respect to a City of London PumpTrack:</p> <p>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</p>	May 11, 2021	TBD	K. Scherr, S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
9.	<p><b><u>Blackfriars Bridge</u></b>            That consideration of the Blackfriars Bridge remaining closed to vehicles indefinitely BE REFERRED to a future meeting of the Civic Works Committee in order for the Civic Administration to complete the required usage study as required in the Provincial EA, provide the related report to council, and allow for a more fulsome public engagement with respect to this matter.</p>	November 2, 2021	TBD	K. Scherr, D. MacRae	

# Cycling Advisory Committee

## Report

3rd Meeting of the Cycling Advisory Committee

February 16, 2022

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

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

Attendance                      PRESENT: J. Roberts (Chair), C. DeGroot, D. Doroshenko, J. Jordan, E. Raftis, and T. Wade; A. Pascual (Committee Clerk)

ABSENT: I. Chulkova, B. Hill, and M. Mur

ALSO PRESENT: G. Dales, J. Gardiner, D. Hall, D. MacRae, L. Maitland, A. Miller, Z. Petch, M. Pletch, J. Stanford, and B. Westlake-Power

The meeting was called to order at 4:01 PM; it being noted that the following Members were in remote attendance: C. DeGroot, D. Doroshenko, J. Jordan, E. Raftis, J. Roberts, and T. Wade.

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

#### 2.1 London's Draft Climate Emergency Action Plan (CEAP)

That the following actions be taken with respect to the London's Draft Climate Emergency Action Plan (CEAP):

a) the Cycling Advisory Committee (CAC) Chair, J. Roberts, BE REQUESTED to draft a Letter of Support on behalf of CAC, to advise the Strategic Priorities and Policy Committee that CAC endorses the adoption and implementation of London's Draft Climate Emergency Action Plan (CEAP); and,

b) the presentation, as appended on the Added Agenda, from J. Stanford, Director, Climate Change, Environment, and Waste Management, with respect to this matter, BE RECEIVED.

#### 2.2 Queens Avenue Road Resurfacing and Cycling Improvements Project

That it BE NOTED that the presentation, as appended to the Agenda, from Z. Petch, IBI Group with respect to the Queens Avenue Road Resurfacing and Cycling Improvements Project, was received.

### 3. Consent

#### 3.1 2nd Report of the Cycling Advisory Committee

That it BE NOTED that the 2nd Report of the Cycling Advisory Committee, from its meeting held on January 19, 2022, was received.

### 4. Adjournment

The meeting adjourned at 5:05 PM.