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TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON OCTOBER 6, 2014
FROM:	JAY STANFORD, M.A., M.P.A. DIRECTOR, ENVIRONMENT, FLEET & SOLID WASTE
SUBJECT:	MINOR REVISIONS TO W12A LANDFILL SITE COMMUNITY ENHANCEMENT AND MITIGATIVE MEASURES PROGRAM

RECOMMENDATION

That, on the recommendation of the Director Environment, Fleet & Solid Waste the attached proposed By-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting of October 14, 2014 to update the W12A Landfill Site Community Enhancement and Mitigative Measures Program.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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Relevant reports that can be found at www.london.ca under City Hall (Meetings) include:

- W12A Landfill Community Mitigative Measures Fund – Glanworth Library Civic Works Committee (CWC) Meeting on May 27, 2013, Agenda Item 5
- Updates to W12A Landfill Site Community Enhancement and Mitigative Measures Program, Environment & Transportation Committee (ETC) Meeting on May 10, 2010, Agenda Item #12
- W12A Landfill Community Enhancement and Mitigative Measures Program, ETC Meeting on May 11, 2009, Agenda Item #12
- W12A Landfill Community Enhancement and Mitigative Measures Program, ETC Meeting on January 12, 2009, Agenda Item #15.
- Draft W12A Landfill Community Enhancement and Mitigative Measures Program, ETC Meeting on November 10, 2008, Agenda Item #3.
- Voluntary Property Acquisition Plan, Draft Guiding Principles for a W12A Community Mitigative Measures & Compensation Policy, ETC Meeting on September 11, 2006, Agenda Item #5.
- Draft Guiding Principles for a W12A Community Mitigative Measures & Compensation Policy, ETC Meeting on June 19, 2006, Agenda Item #1.

BACKGROUND

PURPOSE

The purpose of this report is to seek approval to update the W12A Landfill Site Community Enhancement and Mitigative Measures Program to revise the selection process for membership to the W12A Public Liaison Committee (PLC) based on the recommendation of the PLC. Other minor housekeeping updates are also proposed.

CONTEXT

The Community Enhancement and Mitigative Measures Program is part of the City's overall efforts to reduce or address the negative effects of the landfill on the local community around the landfill. The majority of new and expanded landfills in Ontario have a mixture of mitigative measures, community enhancement and/or compensation programs.

Development of the Community Enhancement and Mitigative Measures Program for the City of London was completed through a comprehensive process that included reviewing comparable programs in other municipalities and providing the local community with several opportunities to comment on what should be included in the program. The program was established by by-law in 2009 and includes Right of First

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Refusal payments and Property Value Protection for nearby land owners as well as establishment of a PLC for the W12A Landfill.

The PLC formed in 2010 and serves as a focal point for dissemination, review and exchange of information and monitoring results relevant to the operation of the W12A landfill. The PLC meets every second month (6 times per year) in the training room located on the second floor at the City's Regional Material Recovery Facility (MRF) on Manning Drive. The PLC provides staff with valuable input relative to the landfill's operation in order to minimize impacts on the local community. PLC members and other residents in the community are encouraged to call City staff in-between meetings if other concerns or comments need to be raised or share with others.

DISCUSSION

Changes Recommended by the Public Liaison Committee

As noted above, the Community Enhancement and Mitigative Measures Program includes a requirement for the City to have a PLC for the W12A landfill. The policy states "*Membership is open to any resident of the City of London*" and "*The PLC should contain persons living near the landfill*".

The W12A Landfill PLC would like to ensure the committee shall have persons living near the landfill and that they make up a majority of the members of the committee. The Committee is limited to a maximum of thirteen members including the chair as per Section 4.0 and noted in the following clauses:

- "a) *Membership is open to any resident of the City of London.*
- b) *The City will initially place an ad in the London Free Press and send letters to property owners within 1,500 metres of the landfill asking for persons to join the PLC.*
- c) *The PLC will have a maximum of twelve members plus a Chair."*

The W12A Landfill PLC recommends that Section 4.0 of the Community Enhancement and Mitigative Measures Program be amended by adding the following clauses:

- "d) *Members will be selected by the City of London to provide broad representation based on:*
 - *reasons for wanting to join,*
 - *geographical location, and*
 - *background.*
- e) *The seven residents or property owners closest to the W12A Landfill (measured from the landfill property boundary to the closest point of their property) who apply for membership are automatically appointed to the Committee and not subject to term limits.*
- f) *All persons applying are automatically appointed to the Committee if thirteen or fewer apply."*

City staff support these recommended changes.

Other Changes

The Community Enhancement and Mitigative Measures Program includes a provision for the City to pay an annual fee to owners of properties near the W12A Landfill for a "right of first refusal" on the sale of their property. The bylaw currently requires the City exercise the "right of first refusal" within ten business days of the owner notifying the City they have received an offer to buy the property. Depending on the timing of Committee and Council Meetings it may be difficult for the City to respond within this period so it is proposed to increase the time for the City to exercise its "right of first refusal" to twenty days. This matter has been discussed with the Manager of Realty Services.

Since the Community Enhancement and Mitigative Measures Program came into effect in 2009, more than fifteen properties near the landfill have been bought by the City or sold privately and are no longer eligible for Right of First Refusal payments or the Property Value Protection Plan. The list of eligible properties has been updated to reflect the properties sold. In addition, a few minor housekeeping (e.g., minor grammar changes) were made.

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ACKNOWLEDGEMENTS

This report was prepared with assistance from Mike Losee, Manager - Solid Waste Engineering & Planning and Tim Conlon, Solid Waste Technician.

PREPARED BY:	
WESLEY ABBOTT, P. ENG. DIVISION MANAGER SOLID WASTE MANAGEMENT	
PREPARED AND RECOMMENDED BY:	REVIEWED & CONCURRED BY:
JAY STANFORD, M.A., M.P.A. DIRECTOR, ENVIRONMENT, FLEET & SOLID WASTE	JOHN BRAAM, P.ENG. MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES & CITY ENGINEER

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Appendix A - A By-law to repeal and replace By-law A.-6440-330 entitled "A By-law respecting the approval of the W12A Landfill Site Community Enhancement and Mitigative Measures Program".

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APPENDIX "A"

Bill No.
2014

By-law No. A.- _____

A By-law to repeal and replace By-law A.-6440-330 entitled "A By-law respecting the approval of the W12A Landfill Site Community Enhancement and Mitigative Measures Program";

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

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

1. By-law A.-6440-330 entitled "A By-law respecting the approval of the W12A Landfill Site Community Enhancement and Mitigative Measures Program" passed on November 9, 2009 and all amendments, are hereby repealed.
2. The W12A Landfill Site Community Enhancement and Mitigative Measures Program, attached as Schedule A to this by-law, is hereby approved.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 13, 2014.

J. Baechler
Mayor

Catharine Saunders
City Clerk

First Reading – October 13, 2014
Second Reading – October 13, 2014
Third Reading – October 13, 2014

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London
CANADA

W12A LANDFILL SITE COMMUNITY ENHANCEMENT AND MITIGATIVE MEASURES PROGRAM

May 2009
Revised May 2010
Revised October 2014

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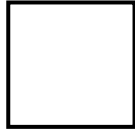
- Appendix A** Sample Agreement for Right of First Refusal
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LIST OF MAPS

- Map 1** Properties City will pay for Right of First Refusal
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LIST OF SCHEDULES

- Schedule 1** Properties City will pay for Right of First Refusal
- Schedule 2** Properties Eligible for Property Value Protection Plan



1.0 INTRODUCTION

The W12A Landfill began operation in 1978. It has capacity to continue to accept waste until approximately 2024 based on current disposal rates and approved capacity.

In recent years the Corporation of the City of London (hereafter referred to as the “City” of the “City of London”) has made significant investments in the enhancing and upgrading the infrastructure at the landfill. These upgrades have included improvements to the stormwater management ponds and the leachate collection system, installation of landfill gas collection and flaring system and the supply of municipal water to the landfill. The City is committed to continue to improve the operation of the W12A Landfill Site. (Hereafter referred to as the “W12A Landfill” or “landfill”).

The City of London will continue to take reasonable efforts to reduce and address negative effects of the W12A Landfill and any potential future expansion through proper design and operation of the landfill.

The W12A Landfill and any potential future expansion will be designed and operated so not to impair the environment, represent a threat to human health, or result in a significant economic loss to any member of the defined community.

This Community Enhancement Program and Mitigative Measures Program is part of the City’s overall efforts to reduce and address the negative effects of the W12A Landfill on neighbouring properties.

The Community Enhancement and Mitigative Measures Program has three components and are discussed in the next three chapters:

- Property Value Protection and Property Acquisition Plan (including the Right of First Refusal Payments to Nearby Neighbours)
- Community Mitigative Measures
- Public Liaison Committee

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2.0 Property Value Protection and Property Acquisition Plan

Basis for Property Value Protection and Property Acquisition Plan

The property value protection and property acquisition plan is based on the following principles:

- Persons who wish to move or sell agricultural land should not lose money on their properties due to the proximity of their property to the W12A Landfill.
- The City may wish to purchase land in the vicinity of the landfill to act primarily as a buffer, to protect against short and long-term encroachment around the landfill site or for other purposes.
- The City will offer to pay an annual fee for the “right of first refusal” on the sale of:
 - properties within the block of land bounded by White Oak Road, Manning Drive, Scotland Drive and Wellington Road,
 - residential or agricultural properties within 1.5 kilometres of the landfill with a residence or
 - agricultural properties within 1.0 kilometres of the landfill.
- The City will offer to provide property value protection to:
 - properties within the block of land bounded by White Oak Road, Manning Drive, Scotland Drive and Wellington Road,
 - residential or agricultural properties that are south of the 401, within a kilometre of the landfill and
 - residential or agricultural properties within 1.5 kilometres of the landfill with a residence having a significant visual impact.

Persons who purchased their residential or agricultural property after August 31, 2006 would have bought this property knowing about the landfill’s continued existence and therefore are not eligible for property value protection. The City will offer to purchase a “right of first refusal on the sale” on these properties on a case by case basis and determined solely by the City.

Specifics

The “right of first refusal” on the sale of a property will be administered according to the procedures set out as follows:

- a) The City will pay the owners of an eligible property an annual fee for the “right of first refusal” in any sale subject to the owners signing the agreement in Appendix “A”.
- b) The agreement may be renewed for further one year terms until the landfill is closed upon the property owner(s) providing notice to the City at least 30 days prior to the expiration of the agreement that it wishes to renew the agreement.
- c) The “right of first refusal” will be exercised by the City within twenty business days of receipt of the offer, where a business day is Monday through Friday inclusive and does not include a Statutory Holiday.
- d) Properties that the City will pay for the “right of first refusal” are divided into three categories as detailed in Table 1. The annual payment for the “right of first refusal” for the different categories are also shown in Table 1.
- e) The annual payments will adjusted in subsequent years for inflation. Annual adjustments for inflation will be made to payments using the formula:

$$\text{“Annual payment” in Year Y} = \text{“Annual payment” in Year 2009} \times \frac{\text{CLI Year Y}}{\text{CLI 2009}}$$

Where CLI Year Y and CLI 2009 are the Cost of Living Indices for the year in question and 2009. Cost of Living Indices will be determined by Statistics, Canada for Ontario.

- f) Properties which the City will offer to pay an annual fee for “right of first refusal” are presented in Map 1 and listed in Schedule 1 along with their category designation. A property which could belong to two or more categories in Table 1 has been assigned to the category that maximizes the option it would be offered.

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Table 1 : Annual Payment^a in 2009 for the “Right of First Refusal” for Various Property Category Designations			
Landfill Tonnage for Previous Year (tonnes)	Category 1 Residential or Agricultural Property with a residential dwelling partially or wholly within 0 to 500 metres of the Landfill’s property boundary	Category 2 Residential or Agricultural Property with a residential dwelling partially or wholly within 501 to 1,000 metres of the Landfill’s property boundary	Category 3 Residential or Agricultural Property with partially or wholly within 1,001 to 1,500 metres of the Landfill’s property boundary with a residential dwelling <u>or</u> Agricultural property partially or wholly within 0 to 1,000 metres of the Landfill’s property boundary <u>or</u> Residential or Agricultural Property within the block of land bounded by White Oak Road, Manning Drive, Scotland Drive and Wellington Road
0 to 150,000	\$2,400	\$1,600	\$800
150,001 to 200,000	\$3,600	\$2,400	\$1,200
200,001 to 250,000	\$4,800	\$3,200	\$1,600
250,001 to 300,000	\$6,000	\$4,000	\$2,000
300,001 to 350,000	\$7,200	\$4,800	\$2,400
Greater than 350,000	\$8,400	\$5,600	\$2,800

Notes a) Category 1 properties receive “right of first refusal” payments three times category 3 properties. Category 2 properties receive “right of first refusal” payments two times category 3 properties. The value of each annual payment was calculated by distributing the available funding among eligible properties. Eligible properties include City owned lands (i.e., if the City buys a property, the number of eligible properties remain the same and the annual payment to the remaining private properties does not increase) and properties sold after August 2006. The available funding was based on the lowest tonnage for each range times \$0.75 per tonne except for first range which was based on 100,000 tonnes times \$0.75 per tonne.

- g) Eligible properties shall be updated on an annual basis. Persons with a “life tenancy” shall be entitled to payments equivalent to 50% of “right of first refusal” payments for as long as they live in the City of London; it being noted that the “life tenancy” applies to the people leasing the property located at 3698 Scotland Drive and does not apply to the property owner. Persons who purchased their residential or agricultural property, sever their properties or build homes on their property after August 31, 2006 would have done so knowing about the landfill’s continued existence and therefore may not be eligible for “right of first refusal”. The City will offer to purchase a “right of first refusal on the sale” of these properties on a case by case basis and determined solely by the City.

The Property Value Protection Plan will be administered according to the procedures set out as follows:

- h) Properties eligible for the Property Value Protection Plan are shown in Map 2 and listed in Schedule 2.
- i) Prior to placing the property on the real estate market, the owner(s) shall notify the General Manager of Environmental and Engineering Services and City Engineer or a designate in writing that the sale be implemented pursuant to the program.
- j) Immediately after the owner(s) has given notice to the General Manager, the General Manager will determine when there will be sufficient funds to accommodate the owner’s request. As soon as there are sufficient funds, the City and the owner(s) will sign an agreement whereby both parties will agree to clauses l) thru y) below. A sample agreement is provided in Appendix B.

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- k) If the General Manager determines that the purchase of the property would result in the remaining available funds in the Sanitary Landfill Reserve Fund for property acquisition falling below \$500,000, the City will not offer to purchase the property as allowed for by Clause f) of the agreement.
- l) The City will retain a qualified appraiser to estimate the value of the property as if there is no landfill nearby. Added value to the property by the presence of the landfill such as improved water supply or "right of first refusal" payments under this program shall not be reflected in the appraised value. The value of the property shall be determined as at the date of the notice.
- m) The property owner has the right to hire a qualified property appraiser of their choice and at their cost should they be in disagreement with the appraisal obtained by the City.
- n) If the difference between the two values is less than 10%, the City will accept the higher value as the appraised value of the property and guarantee this value.
- o) The Civic Administration will create a pool of qualified appraisers acceptable to the Manager of Realty Services. If the difference between the City's and the Owner's appraisals is more than 10% higher than the lower appraisal, the City and the Owner shall select a mutually agreed upon third appraiser from the pre-qualified pool who will conduct a peer review of the original appraisals and determine the fair market value of the property based on the information contained in the original appraisals. If the parties can not agree on the choice of the third appraiser, either party may, in its sole and absolute discretion, opt out of this Property Value Protection Plan, and thereafter the Owner is at liberty to sell the property on the open market. The City and the Owner will share equally in the cost of the third appraiser.

If the difference between the City's and the Owner's appraisals is more than 20% higher than the lower appraisal, either party may, in its sole and absolute discretion, opt out of the Property Value Protection Plan, and thereafter the Owner is at liberty to sell the property on the open market.

- p) The values determined by the appraisers shall govern the determination of the value of the property for the purposes of the Property Value Protection Plan for a period of at least twelve months following the date of the notice in paragraph (i). If an owner wishes to invoke the Property Value Protection Plan again after this twelve month period, the owner may do so subject to paragraph (u) following.
- q) Following the establishment of the appraised value of the property, the City may offer to purchase the property at the appraised value. If the City does not make such an offer, the owner will list the property with a realtor who will actively promote the property by advertising and by use of the Multiple Listing Service. Realtor fees and commissions are the sole responsibility of the owner.
- r) If the owner does not receive a bona fide Offer to Purchase within six months of the date of listing with a realtor who has actively promoted the property by advertising and use of the Multiple Listing Service, then the owner may request the City to purchase it at the appraised value.
- s) If the owner receives a bona fide Offer to Purchase within six months which is less than the appraised value, then the owner may request the City to pay the difference between the purchased price and the appraised value qualified by a right of first refusal in any sale as per paragraph t).
- t) The Property Value Protection Plan is qualified by the retention by the City of a right of first refusal in any sale. In other words, rather than paying the difference between the offered price and the appraised value, the City may elect to purchase the land at the appraised value. The right of first refusal will be exercised by the City within twenty business days of receipt of the offer, where a business day is Monday through Friday inclusive and does not include a Statutory Holiday. The owner shall notify prospective third party purchasers of the existence of the City's right of first refusal.
- u) The following governs the cost of the appraisals if an owner invokes the plan more than once.
- In the event an owner invokes the Property Value Protection Plan after twelve months but prior to thirty-six months of having previously invoked the plan, the owner shall pay the full cost of all appraisals.
 - If the owner invokes the Plan between three to six years after last invoking the Plan, the cost of all of the appraisals shall be paid 50% by the owner.

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- If the owner invokes the Plan after six years of having previously invoked the Plan, the owner will be responsible for the cost of the second appraisal.
- v) Nothing in paragraph (t) shall prevent an application to the City by the owner to waive these subsections on compassionate grounds in extenuating circumstances.
- w) The Property Value Protection Plan will not apply to subsequent purchasers of the land.
- x) The Property Value Protection Plan will apply to sales by the estate of a deceased owner who would have been eligible if they were still alive. Subsequent owners who acquire the land by inheritance from an eligible owner are eligible.
- y) A subsequent owner who acquires land without application of the Property Value Protection Plan from a parent, spouse or person with who he or she has cohabited, as defined in the Family Law Act, is also an eligible owner under the Plan.

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3.0 Community Mitigative Measures

Basis for Community Mitigative Measures

Community Mitigative Measures are based on the following principles:

- Residents in the general vicinity of the landfill will not be subject to fees or charges for the disposal of a pre-determined amount of residential waste at the landfill.
- A “Community Mitigative Measures Fund” will be established to address mitigative measures and special circumstances in the broader community.
- It is recognized that the City of London is responsible to take all reasonable steps to eliminate nuisance impacts from the W12A Landfill through proper landfill design and operation as well as appropriate mitigative measures.
- The Community Mitigative Measures Fund is being provided through the management of the W12A Landfill Site to address any real or perceived nuisances that may not be reasonably mitigated. Nuisance impacts include odours, noise, dust, litter and traffic.
- Potential negative impacts from the W12A Landfill Site will increase with the quantity of waste being disposed of at the Landfill.
- The fund will start with an initial balance of \$350,000. This represents the amount of money (including inflation and interest) the City would have had paid to the former Town of Westminster between 1993 and 2008 had the City and Town not had been amalgamated less funds spent on community initiatives from the Landfill Reverse Fund (i.e., funding connection to the Municipal water system in Glanworth).

Specifics

Community mitigative measures shall be administrated according to the procedures set out as follows:

- a) Residents in the area outlined in Map 3 will not be subject to fees or charges for the disposal of residential waste from their property up to 200 kg per week at the landfill.
- b) The City will contribute \$0.25 for every tonne of waste that is disposed of at the Landfill in 2009 to the Community Mitigative Measures Fund. This payment will be made for all material (including material from City sources) that is buried as waste but shall not include cover material.
- c) The per tonne contribution will be adjusted in subsequent years for inflation. Annual adjustments will be made to payments using the formula:

$$\text{Per Tonne Contribution in Year Y} = \text{Per Tonne Contribution for 2009} \times \frac{\text{CLI Year Y}}{\text{CLI 2009}}$$

Where CLI Year Y and CLI 2009 are the Cost of Living Indices for the year in question and 2009. Cost of Living Indices will be determined by Statistics, Canada for Ontario.

- d) Payments to the Community Mitigative Measures Fund will be made no later than March 31 for waste going to the landfill for the preceding year.
- e) Funds in the Community Mitigative Measures Fund will be
 - used to cover the expenses of the W12A Public Liaison Committee, and
 - spent on projects recommended by the W12A Landfill Public Liaison Committee and approved by City Council.
- f) The Public Liaison Committee may disburse up to \$15,000 per year without Council approval, on items limited to:
 - Office and administrative expenses arising from the work of the Public Liaison Committee;
 - Technical consultants (engineering, geotechnical or hydrogeology); and
 - Community projects limited to enhancing social and/or recreational facilities or programs;

it being noted that the Civic Works Committee requested that it receive an annual report on the status of the W12A Landfill Site Community Enhancement and Mitigative Measures Program.

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4.0 W12A Landfill Public Liaison Committee

Basis for Public Liaison Committee

The Public Liaison Committee (PLC) is based on the following principles:

- An effective PLC can serve as a focal point for dissemination, review and exchange of information and monitoring results relevant to the operation of the Landfill.
- The PLC should contain persons living near the landfill.
- The City should make every reasonable effort to create and maintain a PLC.
- The PLC should be responsible for recommending projects or undertakings to the City that are paid for by the Community Enhancement Fund.

Specifics

The PLC will be run according to the procedures set out as follows:

- d) Membership is open to any resident of the City of London.
- e) The City will initially place an ad in the London Free Press and send letters to property owners within 1,500 metres of the landfill asking for persons to join the PLC.
- f) The PLC will have a maximum of twelve members plus a Chair.
- g) Members will be selected by the City of London to provide broad representation based on:
 - reasons for wanting to join,
 - geographical location, and
 - background.
- h) The seven residents or property owners closest to the W12A Landfill (measured from the landfill property boundary to the closest point of their property) who apply for membership are automatically appointed to the Committee and not subject to term limits.
- i) All persons applying are automatically appointed to the Committee if thirteen or fewer apply.
- j) All meetings will be open to the public. City staff are a resource to the PLC and will attend meetings as required.
- k) The City shall provide for administration costs of operating the PLC including the cost of meeting places and clerical services. These costs will be paid by the Community Enhancement Fund.
- l) The Terms of Reference for the PLC shall be developed by its members in consultation with the City.
- m) The PLC will recommend projects or undertakings to the City that funds in the Community Mitigative Measures Fund should be spent on.

APPENDIX A Sample Agreement for “Right of First Refusal”



W12A Landfill “Right of First Refusal” Agreement

This agreement is for the period XXXXXXXXXX to XXXXXXXXXX.

This agreement may be renewed for further one year terms until the landfill is closed by the property owner(s) providing notice to the City at least 30 days prior to the expiration of the agreement that it wishes to renew the agreement. Notice must be given to City Clerk, The Corporation of the City of London, 300 Dufferin Avenue, P.O. Box 5035, London, Ontario, N6A 4L9.

The Owner(s) agrees the Corporation of the City of London (City) shall have an on-going Right Of First Refusal to purchase the Property known as xx Manning Drive, being a parcel of land of approximately x hectares described as Part Lot x, Concession xx.

The City agrees to pay the Owner(s) a sum according to Table 1 for such Right of First Refusal. The payments in Table 1 will be adjusted for inflation. Annual adjustments for inflation will be made to payments using the formula:

$$\text{“Annual payment” in Year Y} = \text{“Annual payment” in Year 2009} \times \frac{\text{CLI Year Y}}{\text{CLI 2009}}$$

Where CLI Year Y and CLI 2009 are the Cost of Living Indices for January for the year in question and 2009. Cost of Living Indices will be determined by Statistics, Canada for Ontario.

Should the Owner receive an offer to purchase the Property from a bona fide third party (the "Third Party Offer"), which the Owner is prepared to accept, the Owner shall notify the City of such offer to purchase and provide the City with a copy of the Third Party Offer. The City shall have twenty (20) business days in which to make an offer to purchase the Property for the same purchase price and on terms and conditions not less favourable to the Owner as those contained in the Third Party Offer. If the City makes an offer to purchase in accordance with the provisions hereof, the Owner shall accept the City’s offer to purchase. If the City fails to make an offer to purchase in accordance with the provisions hereof, the Owner shall be entitled to accept the Third Party Offer.

In the event that the Third Party Offer is not completed within ninety (90) days following expiry of the said twenty (20) business day period or if any material change is made to the Third Party Offer, then the Owner shall be required to once again give notice to the City hereunder.

The funds paid will be divided among all property owners if more than one owner has title to the property.

Signed:

Date:

Mayor, (Name)

City Clerk, (Name)

Property Owner

Property Owner

Table 1 : Annual Payment in 2009 for the “Right of First Refusal” for Various Property Category Designations			
Landfill Tonnage for Previous Year (tonnes)	Residential or Agricultural Property with a residential dwelling partially or wholly within 0 to 500 metres of the Landfill’s property boundary	Residential or Agricultural Property with a residential dwelling partially or wholly within 501 to 1,000 metres of the Landfill’s property boundary	Residential or Agricultural Property with a residential dwelling partially or wholly within 1,001 to 1,500 metres of the Landfill’s property boundary <u>or</u> Agricultural property partially or wholly within 0 to 1,000 metres of the Landfill’s property boundary <u>or</u> Residential or Agricultural Property within the block of land bounded by White Oak Road, Manning Drive, Scotland Drive and Wellington Road
0 to 150,000	\$2,400	\$1,600	\$800
150,001 to 200,000	\$3,600	\$2,400	\$1,200
200,001 to 250,000	\$4,800	\$3,200	\$1,600
250,001 to 300,000	\$6,000	\$4,000	\$2,000
300,001 to 350,000	\$7,200	\$4,800	\$2,400
Greater than 350,000	\$8,400	\$5,600	\$2,800

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APPENDIX B

Sample Agreement for Property Value Protection Plan



London
C A N A D A

W12A Landfill Property Value Protection Plan

This agreement is between:

The Corporation of the City of London (“City”)

and the owner(s) of (Address)

(Owner Names)

(the “Owner(s)”)

The owners acknowledge that they wish to sell their property according to the procedures set forth in the W12A Landfill Property Value Protection Plan. These procedures are:

- a) The City will retain a qualified appraiser to estimate the value of the property as if there is no landfill nearby. Added value to the property by the presence of the landfill such as improved water supply or “right of first refusal” payments under this program shall not be reflected in the appraised value. The value of the property shall be determined as at the date of the notice.
- b) The property owner has the right to hire a qualified property appraiser of their choice and at their cost should they be in disagreement with the appraisal obtained by the City.
- c) If the difference between the two values is less than 10%, the City will accept the higher value as the appraised value of the property and guarantee this value.
- d) The Civic Administration will create a pool of qualified appraisers acceptable to the Manager of Realty Services. If the difference between the City’s and the Owner’s appraisals is more than 10% higher than the lower appraisal, the City and the Owner shall select a mutually agreed upon third appraiser from the pre-qualified pool who will conduct a peer review of the original appraisals and determine the fair market value of the property based on the information contained in the original appraisals. If the parties cannot agree on the choice of the third appraiser, either party may, in its sole and absolute discretion, opt out of this Property Value Protection Plan, and thereafter the Owner is at liberty to sell the property on the open market. The City and the Owner will share equally in the cost of the third appraiser.

If the difference between the City’s and the Owner’s appraisals is more than 20% higher than the lower appraisal, either party may, in its sole and absolute discretion, opt out of this Property Value Protection Plan, and thereafter the Owner is at liberty to sell the property on the open market.

- e) The values determined by the appraisers shall govern the determination of the value of the property for the purposes of the Property Value Protection Plan for a period of at least twelve months following the date of the written notice from the property owner. If an owner wishes to invoke the Property Value Protection Plan again after this twelve month period, the owner may do so subject to paragraph (j) following.
- f) Following the establishment of the appraised value of the property, the City may offer to purchase the property at the appraised value. If the City does not make such an offer, the owner will list the property with a realtor who will actively promote the property by advertising and by use of the Multiple Listing Service. Realtor fees and commissions are the sole responsibility of the owner.
- g) If the owner does not receive a bona fide Offer to Purchase within six months of the date of listing with a realtor who has actively promoted the property by advertising and use of the Multiple Listing Service, then the owner may request the City to purchase it at the appraised value.

- h) If the owner receives a bona fide Offer to Purchase within six months which is less than the appraised value, then the owner may request the City to pay the difference between the purchased price and the appraised value qualified by a right of first refusal in any sale as per paragraph i).
- i) The Property Value Protection Plan is qualified by the retention by the City of a right of first refusal in any sale. In other words, rather than paying the difference between the offered price and the appraised value, the City may elect to purchase the land at the appraised value. The right of first refusal will be exercised by the City within twenty business days of receipt of the offer, where a business day is Monday through Friday inclusive and does not include a Statutory Holiday. The owner shall notify prospective third party purchasers of the existence of the City's right of first refusal.
- j) The following governs the cost of the appraisals if an owner invokes the plan more than once.
 - In the event an owner invokes the Property Value Protection Plan after twelve months but prior to thirty-six months of having previously invoked the plan, the owner shall pay the full cost of all appraisals.
 - If the owner invokes the Plan between three to six years after last invoking the Plan, the cost of all of the appraisals shall be paid 50% by the owner.
 - If the owner invokes the Plan after six years of having previously invoked the Plan, paragraphs a), b) and d) would govern with respect to the cost of appraisals.
- k) Nothing in paragraphs j) shall prevent an application to the City by the owner to waive these subsections on compassionate grounds in extenuating circumstances.
- l) The Property Value Protection Plan will not apply to subsequent purchasers of the land.
- m) The Property Value Protection Plan will apply to sales by the estate of a deceased owner who would have been eligible if they were still alive. Subsequent owners who acquire the land by inheritance from an eligible owner are eligible.
- n) A subsequent owner who acquires land without application of the Property Value Protection Plan from a parent, spouse or person with who he or she has cohabited, as defined in the Family Law Act, is also an eligible owner under the Plan.

Signed:

Date:

Mayor, (Name)

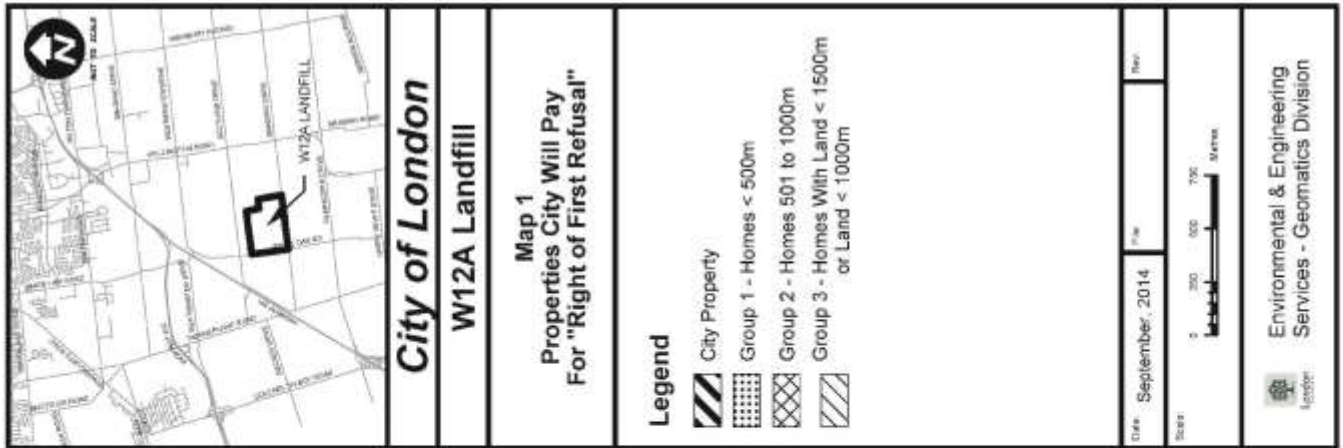
City Clerk, (Name)

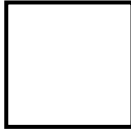
Property Owner

Property Owner




Map 1 - Properties for Right of First Refusal Payments





Map 2 - Properties Eligible for Property Value Protection Plan



City of London
W12A Landfill

Map 2
Properties Eligible for
Property Value Protection Plan

Legend

- City Property
- City May Consider Purchasing (Voluntary)
- Visual Impact Assessment Required
- Limit of PPV/PA Plan

Scale: 0 100 200 300 Feet
0 100 200 300 Meters

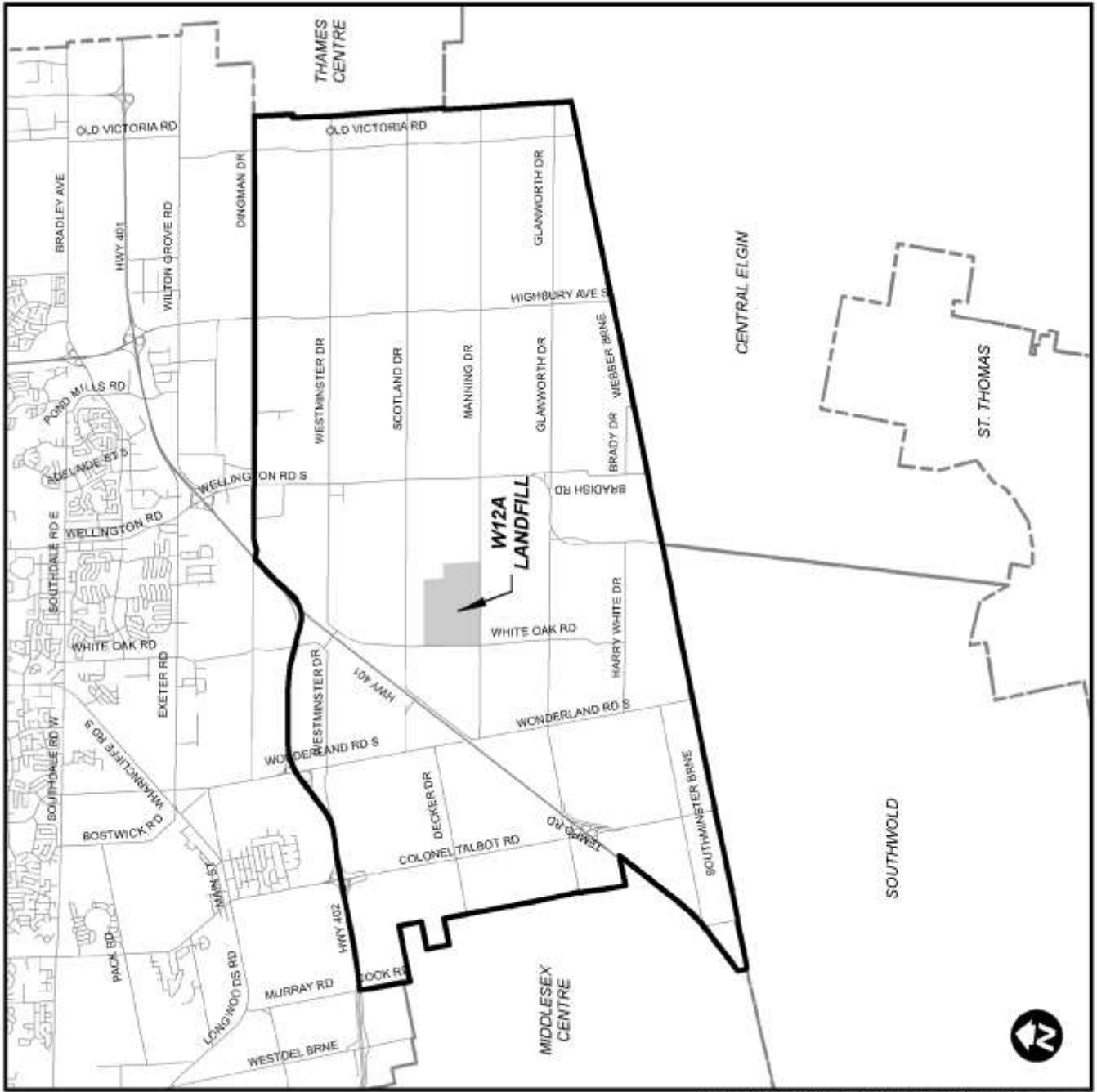
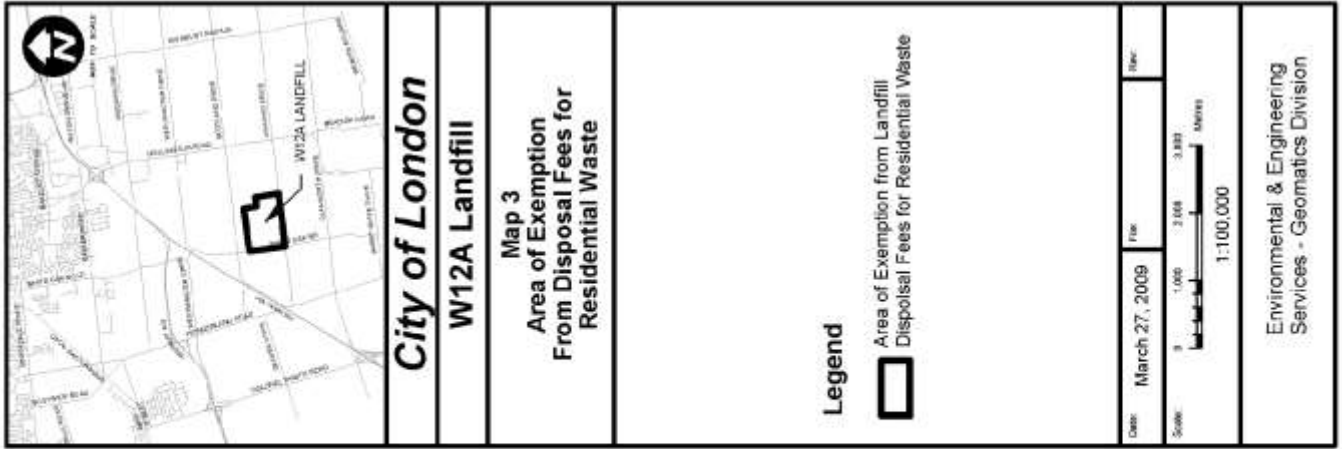
September, 2014

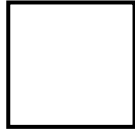
Environmental & Engineering Services - Geomatics Division



City of London, Environmental & Engineering Services - Geomatics Division, September 2014

Map 3 - Area Exempt from Disposal Fees for Residential Waste





Schedule 1 : Properties Eligible for "Right of First Refusal" Payments

Category	Roll Number	Municipal Address
<p align="center">Category 1</p> <p>(Property with residential dwelling partially or wholly within 0 to 500 metres of the W12A Landfill's property boundary)</p>	<p>80020194100000</p> <p>80020166000000</p> <p>80020173000000</p> <p>80020189000000</p> <p>80020171100000</p> <p>80020130000000</p> <p>80020124000000</p> <p>80020121010000</p>	<p>3502 Scotland Dr</p> <p>3713 Scotland Dr</p> <p>4067 Scotland Dr</p> <p>5435 White Oak Rd</p> <p>5725 White Oak Rd</p> <p>5861 White Oak Rd</p> <p>4025-4069 Manning Dr</p> <p>3691 Manning Dr</p>
<p align="center">Category 2</p> <p>(Property with residential dwelling partially or wholly within 501 to 1,000 metres of the W12A Landfill's property boundary)</p>		
<p align="center">Category 3</p> <p>Residential or Agricultural Property with a residential dwelling partially or wholly within 1,001 to 1,500 metres of the W12A Landfill's property boundary</p> <p align="center"><u>or</u></p> <p>Agricultural property partially or wholly within 0 to 1,000 metres of the W12A Landfill's property boundary</p> <p align="center"><u>or</u></p> <p>Residential or Agricultural Property within the block of land bounded by White Oak Road, Manning Drive, Scotland Drive and Wellington Road</p>	<p>80020059000000</p> <p>80020080000000</p> <p>80020077000000</p> <p>80020076010000</p> <p>80020074000000</p> <p>80020073000000</p> <p>80020063000000</p> <p>80020071000000</p> <p>80020064000000</p> <p>80020069000000</p> <p>80020068000000</p> <p>80020068010000</p> <p>80020125000000</p> <p>80020128000000</p> <p>80020075000000</p> <p>80020076000000</p> <p>80020186000000</p> <p>80020187000000</p> <p>80020190000000</p> <p>80020180000000</p> <p>80020185000000</p> <p>80040078000000</p> <p>80040076000000</p> <p>80020121000000</p> <p>80020138000000</p> <p>80020157000000</p> <p>80020082000000</p>	<p>6523 Christ Church Lane</p> <p>3388 Glanworth Dr</p> <p>3402 Glanworth Dr</p> <p>3452 Glanworth Dr</p> <p>3674 Glanworth Dr</p> <p>3744 Glanworth Dr</p> <p>3735 Glanworth Dr</p> <p>3830 Glanworth Dr</p> <p>4059 Glanworth Dr</p> <p>4100 Glanworth Dr</p> <p>4248 Glanworth Dr</p> <p>4260 Glanworth Dr</p> <p>4267 Manning Dr</p> <p>4412 Manning Dr</p> <p>3540 Glanworth Dr</p> <p>3476 Glanworth Dr</p> <p>4348 McDougall Close</p> <p>4342 McDougall Close</p> <p>4166 Scotland Dr</p> <p>4451 Scotland Dr</p> <p>4436 Scotland Dr</p> <p>3583 Westminster Dr</p> <p>3483 Westminster Dr</p> <p>Con 7 S Pt Lot 19</p> <p>5751 Wellington Rd S</p> <p>5595 Wellington Rd S</p> <p>6601 - 6603 Wellington Rd S</p>

Schedule 2: Properties Eligible for Property Value Protection Plan

Category	Roll Number	Property
Property Value Protection Plan	80020075000000	3540 Glanworth Dr
	80020076000000	3476 Glanworth Dr
	80020074000000	3674 Glanworth Dr
	80020071000000	3830 Glanworth Dr
	80020069000000	4100 Glanworth Dr
	80020068000000	4248 Glanworth Dr
	80020125000000	4267 Manning Dr
	80020124000000	4025/4069 Manning Dr
	80020128000000	4412 Manning Dr
	80020121010000	3691 Manning Dr
	80020166000000	3713 Scotland Dr
	80020190000000	4166 Scotland Dr
	80020194100000	3502 Scotland Dr
	80020173000000	4067 Scotland Dr
	80020189000000	5435 White Oak Rd
	80020171100000	5725 White Oak Rd
	80020130000000	5861 White Oak Rd
	80020157000000	5595 Wellington Rd S.
	80020138000000	5751 Wellington Rd S.
	80020082000000	6601/6603 Wellington Rd S.
80020083000000	6597 Wellington Rd S.	
80040078000000	3583 Westminster Dr	
80040076000000	3483 Westminster Dr	
80020121000000	Con 7 S Pt. Lot 19	
Property Value Protection Plan dependent on Visual Impact Assessment	80020076010000	3452 Glanworth Dr
	80020073000000	3744 Glanworth Dr
	80020064000000	4059 Glanworth Dr
	80020062000000	6602 White Oak Rd