

Bill No. 67
2015

By-law No. A.-_____

A by-law to authorize and approve a Memorandum of Understanding between Green Shields Energy and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

WHEREAS section 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*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed appropriate for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with Green Shields Energy Inc. to undertake testing and develop data/information on the viability of Gas Phase Reduction technology to manage various non-hazardous waste streams, including household garbage;

AND WHEREAS it is deemed appropriate to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding on behalf of the City;

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

1. The Memorandum of Understanding between The Corporation of the City of London and Green Shields Energy, 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 the Memorandum of Understanding authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council February 9, 2015.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – February 9, 2015
Second Reading – February 9, 2015
Third Reading – February 9, 2015

Schedule “A”

Memorandum of Understanding

Between

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

And

Green Shields Energy (“GSE”)

Whereas the City has established a special policy area in the City’s Official Plan, referred to as the Waste Management and Resource Recovery Area, that plans for the continued evolution of the W12A Landfill and nearby lands into an “Integrated Waste Management Centre” that utilizes environmentally responsible and sustainable operations and practices and achieves a high standard of compatibility with its environs and neighbours;

Whereas the remaining life expectancy of the W12A Landfill as of January 1, 2015 is approximately ten years or less;

Whereas the City wishes to examine, support, conduct research and/or implement projects under the broad classification(s) of resource recovery, energy recovery and/or waste conversion within the special policy area, in other locations in London, or in collaboration with others outside of London as part of its continuous improvement system for solid waste management. The continuous improvement system is described in several public documents including City of London Continuous Improvement System for Waste Management (1997), A Road Map to Maximize Waste Diversion in London (2007) and Road Map 2.0 The Road to Increased Resource Recovery and Zero Waste (2013);

Whereas the City wishes to pursue projects, relationships and partnerships for the purposes of innovation, creativity, best practices and excellence in solid waste management and is proposing to operate, subject to final Municipal Council approval, under a banner known as the London Waste to Resources Innovation Centre (L-WRIC); and

Whereas Green Shields Energy hereafter known as GSE, have developed a proprietary technology that has successfully converted a range of materials into energy and inert materials, now wants to determine the viability of this technology on solid waste materials, including mixed solid waste, commonly known as household garbage.

1.0 Purpose of the Memorandum

This Memorandum of Understanding (“MoU”) is intended to set out the mutual intentions of the City and GSE to advance their joint waste conversion, resource and energy recovery objectives. The MoU is based upon the mutual understanding that the combined expertise, influence and commitment of the parties are better applied together to support their common goals. The MoU establishes the non-legally binding framework and set of principles for enhanced and focused coordination and collaboration to support their shared interests in waste conversion and resource and energy recovery.

The parties to this MoU acknowledge that if they wish to jointly carry out specific initiatives that may arise out of this MoU, they will have to engage in further discussion and prepare necessary agreements to define, authorize and execute, among other things, each party’s roles and responsibilities, resource allocation and other details.

The MoU is not an exclusive arrangement and does not restrict either party from pursuing their mandates either on their own or in collaboration with any other party.

2.0 Short Term Objective

The short term objective of the collaboration between the City and GSE is to undertake testing and develop data/information on the viability of Gas Phase Reduction technology to manage various non-hazardous waste streams including household garbage.

This will be done by constructing and operating a pilot scale facility containing a Gas Phase Reduction unit designed for demonstrating the effectiveness of the process on the conversion of various wastes and waste matrices. The facility will process less than one tonne of material per day and is expected to significantly reduce the volume/weight of the material being processed while generating methane gas.

Complementing the technical processes is the ongoing development of the potential role for this technology to handle non-hazardous materials from the residential, institutional, commercial and industrial sectors and to contribute towards policies and programs established by the various levels of government (Municipal Provincial and Federal) as well as and other Governmental agencies outside of Canada.

3.0 General Arrangement

This MoU sets out the General Arrangement between the parties that will be the basis for working together.

The responsibilities of the City are to include:

- Assist with all approvals (e.g., Ministry of the Environment & Climate Change MOECC, City of London zoning, etc.)
- Provide land in the special policy area (Waste Management Resource Recovery Area) as a host site for three years with an option to renew for additional years
- Bring services (water, sanitary and hydro) to the location of the of the pilot scale facility
- Provide access to the boardroom room and education room in the Material Recovery Facility (MRF)
- Participate, when available, in discussions, tours and related activities
- Provide solid waste materials for waste conversion
- Assist with reporting, being available for media interviews and related matters
- Keep London Municipal Council informed

The responsibilities of GSE are to include:

- Obtain all necessary approvals and licenses
- Construct and operate the pilot scale facility and all associated costs including utilities
- Evaluate and report the results of the research and development work
- Provide overview reports quarterly to the City of London highlighting activities undertaken, key non-proprietary results and related matters noting that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*

4.0 Formal Agreement

The parties agree to work together to develop a formal agreement to undertake the approval, design, construction and testing and develop data/information on the viability of Gas Phase Reduction technology as outlined above.

The Formal Agreement will follow the same approval processes as this General Arrangement.

5.0 Effective Date and Duration

This MoU will come into effect upon the date it has been signed by all signatories and will remain in effect until December 31, 2017.

This MoU will be reviewed two months prior to the anniversary date and any agreed to changes added to the MoU. Substantive changes will trigger the approval process for the MoU and this determination is at the sole discretion of the City.

A participant may withdraw from this MoU by providing a sixty (60) written notice to the other parties.

This MoU is subject to approval processes required by each of the parties.

DATED this _____ day of _____.

IN WITNESS WHEREOF:

THE CORPORATION OF THE CITY OF LONDON

By:

Name: Matt Brown

Title: Mayor

By:

Name: Catharine Saunders

Title: City Clerk

I/We have authority to bind the City.

GREEN SHIELDS ENERGY

By:

Name: Jeffrey Shields

Title: President & CEO (Founder),

I/We have authority to bind the corporation.