

2ND REPORT OF THE
STRATEGIC PRIORITIES AND POLICY COMMITTEE

Meeting held on December 7, 2015, commencing at 4:00 PM, in the Council Chambers, Second Floor, London City Hall.

PRESENT: Mayor M. Brown and Councillors M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park and J. Zaifman and L. Rowe (Secretary).

ALSO PRESENT: A. Zuidema, J.P. Barber, D. Bordin, J. Braam, I. Collins, B. Coxhead, M. Daley, S. Datars Bere, A. Dunbar, J.M. Fleming, S. Galloway, K. Graham, M. Hayward, M. Johnson, G. Kotsifas, L. Livingstone, J. Lucas, V. McAlea Major, J.P. McGonigle, L. Palarchio, K. Pawelec, M. Ribera, C. Saunders, C. Smith, E. Soldo, J. Tansley.

I. CALL TO ORDER

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor J. Morgan disclosed a pecuniary interest in the following matters as he is employed by Western University:

- a) clause 6 of this Report having to do with the London Medical Innovation and Commercialization Network;
- b) clause 7 of this Report having to do with the London Medical Innovation and Commercialization Network; and
- c) clause C-1 of the Confidential Appendix to this Report having to do with a matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, as it relates to the London Medical Innovation and Commercialization Network Contribution Agreement.

II. CONSENT ITEMS

2. Municipal Implications of the Truth and Reconciliation Commission Report

That, on the recommendation of the Director, Community and Economic Innovation, the following actions be taken with respect to the municipal implications of the Truth and Reconciliation Commission Report:

- a) the Civic Administration and the Mayor's Office BE DIRECTED to participate in the Big City Mayors' Aboriginal Partnership and Reconciliation Working Group; and
- b) the staff report dated December 7, 2015 BE RECEIVED for information.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

3. Surplus/Deficit Policy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the establishment of a Surplus /Deficit Policy:

- a) the attached revised proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on December 8, 2015 to enact a Surplus/Deficit Policy, in order to provide the Civic Administration with a set of guidelines to manage yearly surplus or deficit positions, subject to the contribution to the Operating Budget Contingency Reserve

(OBCR) being confirmed by the Municipal Council;

- b) the Civic Administration BE DIRECTED to bring forward the necessary by-laws regarding the establishment of a Community Investment Reserve Fund and a Capital Infrastructure Gap Reserve Fund; and,
- c) the Civic Administration BE DIRECTED to bring forward a report providing information with respect to the Corporation's current unfunded liability.

Voting Record:

Motion to amend Section 3.0 "Principles" by deleting the contribution in 3.0 c) ii) to the Municipal Council Community Investment Reserve Fund and by increasing the contribution to the Capital Infrastructure Gap Reserve Fund from 25% to 50%.

Motion Failed

YEAS: M. Salih, J. Helmer, J. Zaifman (3)

NAYS: M. Brown, M. van Holst, B. Armstrong, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park (11)

Motion to approve parts a) and c).

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park (12)

NAYS: J. Helmer, J. Zaifman (2)

Motion to approve part b) with the deletion of "Municipal Council" in the name of the reserve funds.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park (12)

NAYS: J. Helmer, J. Zaifman (2)

4. Strategic Plan for The City of London 2015-2019: Proposed Reporting Process and Year One Update

That, on the recommendation of the City Manager, the following actions be taken with respect to the City of London's Strategic Plan:

- a) the proposed reporting process and timelines to demonstrate the progress being made on the Strategic Plan for the City of London for 2016 – 2019, as contained in the staff report dated December 7, 2015, BE ENDORSED; and
- b) the Annual Report to the Community summarizing the work accomplished on the Strategic Plan for the City of London, for the period March 2015 to October 2015, BE RECEIVED for information.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

5. City of London Community Grants Program: Proposed Evaluation Criteria and Revised Community Grants Policy and Grant Agreement

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the following actions be taken with respect to the municipal granting process for not-for-profit organizations:

- a) the attached revised proposed by-law (Appendix 1) BE INTRODUCED at the Municipal Council meeting to be held on December 8, 2015 to delete Council Policy 8(11) – Grants and Capital Grants Policy and replace it with a new City of London Community Grants Policy, included as Schedule “A” to the by-law;
- b) the attached revised proposed by-law (Appendix 2), BE INTRODUCED at the Municipal Council meeting to be held on December 8, 2015 to:
 - i) approve and adopt the standard form Grant Agreement for the London Community Grants Program;
 - ii) delegate authority to:
 - A) act as the City Representative for the purposes of the standard form Grant Agreement approved and adopted in i), above;
 - B) amend certain items within the standard form Grant Agreement approved and adopted in i), above;
 - C) execute the standard form Grant Agreement approved and adopted in i), above, on behalf of The Corporation of the City of London, provided that any agreement does not require additional funding or such funding is provided for in the City’s current budget; and
- c) repeal By-law No. 7073-73 regarding the standard form Grant Agreement under the Strategic Funding Framework.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

6. London Medical Innovation and Commercialization Network

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law attached as Appendix ‘A’ to the staff report dated December 7, 2015 BE INTRODUCED at the Council meeting on December 8, 2015 to:

- a) authorize and approve an Agreement with the London Medical Innovation & Commercialization Network to bind the Network directly to the obligations previously imposed upon the London Health Sciences Foundation and St. Joseph’s Health Care Foundation, including the disbursement of grant monies and associated reporting thereof to the City; and
- b) authorize the Mayor and the City Clerk to execute the Agreement substantially in the form of the Agreement attached as Schedule ‘A’ to the by-law noted in part (a) above.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park, J. Zaifman (13)

RECUSED: J. Morgan (1)

III. SCHEDULED ITEMS

7. London Medical Innovation and Commercialization Network Update (Paul Paolatto and Peter White)

That the attached presentation from P. Paolatto and P. White, both of Western University, providing an update on the London Medical Innovation and Commercialization Network, BE RECEIVED for information.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

RECUSED: J. Morgan (1)

8. Public Participation Meeting - 2016 Water and Wastewater Rates

That, on the recommendation of the Managing Director, Environmental and Engineering Services & City Engineer, and the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer the following actions be taken with respect to Wastewater and Treatment rates and charges and Water rates and charges:

- a) all rates and charges related to the provision of Wastewater and Treatment Services, with the exception of charges related to the installation or replacement of Private Drain Connections, BE INCREASED by 3%, effective January 1, 2016;
- b) subject to the approval of a), above, the proposed by-law to amend the Wastewater and Treatment Rates and Charges By-law BE INTRODUCED at the Municipal Council meeting on December 8, 2015 to effect the rates and charges increase noted in a), above; and
- c) all rates and charges related to the provision of Water Services, with the exception of the Customer Assistance charge, BE INCREASED by 3%, effective January 1, 2016;
- d) subject to the approval of c), above, the proposed by-law to amend the Water Rates and Charges By-law BE INTRODUCED at the Municipal Council meeting on December 8, 2015 to effect the rates and charges increase noted in c), above; and
- e) the Civic Administration BE DIRECTED to review factors affecting revenue forecasts and report back to Council;

it being noted that the Strategic Priorities and Policy Committee heard the attached presentation from the Director, Water and Wastewater with respect to this matter.

Voting Record:

Motion to Open the Public Participation Meeting.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park, J. Zaifman (15)

Motion to Close the Public Participation Meeting.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park, J. Zaifman (15)

Motion to Approve the staff recommendation.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, V. Ridley, S. Turner, H.L. Usher, T. Park, J. Zaifman (15)

9. Smart City Strategy Terms of Reference

That, on the recommendation of the Managing Director, Planning & City Planner, the Terms of Reference for the Smart City Strategy as appended to the staff report dated December 7, 2015, BE APPROVED;

it being noted that the Strategic Priorities and Policy Committee heard the attached presentation from the Manager, Urban Design and GIS, with respect to this matter.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

IV. ITEMS FOR DIRECTION

10. Consideration of Appointments to the County/City Liaison Committee

That the following individuals BE APPOINTED to the County/City Liaison Committee for the term ending November 30, 2018:

- Councillor T. Park (Member)
- Councillor P. Squire (Member)
- Councillor J. Zaifman (Alternate Member)

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

11. Confirmation of Appointment to the Outstanding London Ambassador Award Committee

That Dan Doroshenko BE APPOINTED as the Urban League of London's representative on the Outstanding London Ambassador Award Committee.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

12. 8th Report of the Governance Working Group

That the following actions be taken with respect to the 8th Report of the Governance Working Group, from its meeting held on November 25, 2015:

- a) the Governance Working Group (GWG) Terms of Reference BE AMENDED to extend the term to June 30, 2016, in order to provide additional time for the GWG to complete its work; and
- b) clauses 1 to 4 BE RECEIVED.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Hubert, A. Hopkins, S. Turner, H.L. Usher, T. Park, J. Zaifman (14)

13. Request for Delegation Status - Expansion of London Optimist Sports Centre (BMO Centre)

That the Committee Secretary BE DIRECTED to place Mr. T. Partalas, President, London Optimist Sports Centre, as a delegation on a future agenda of the Community and Protective Services Committee, with respect to the London Optimist Sports Centre's request for additional funding from the City of London, and to include a business case on that agenda.

Motion Passed

YEAS: M. Brown, M. van Holst, B. Armstrong, M. Cassidy, P. Squire, J. Morgan, P. Hubert, V. Ridley, S. Turner, T. Park, J. Zaifman (11)

NAYS: M. Salih, J. Helmer, A. Hopkins, H.L. Usher (4)

V. DEFERRED MATTERS/ADDITIONAL BUSINESS

None.

VI. CONFIDENTIAL (Confidential Appendix enclosed for Members only.)

The Strategic Priorities and Policy Committee convened in camera from 7:00 PM to 7:22 PM and from 9:53 PM to 10:56 PM after having passed motions to do so with respect to the following matters:

C-1 A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, as it relates to the London Medical Innovation and Commercialization Network Contribution Agreement.

C-2 A matter pertaining to personal matters, including information regarding an identifiable individual, including a municipal employee, with respect to employment related matters, advice or recommendations of officers and employees of the Corporation including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation.

C-2 A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, as it relates to the Truth and Reconciliation Commission Report.

VII. ADJOURNMENT

The meeting adjourned at 10:57 PM.

APPENDIX "A"

Bill No.

By-law No. A.-xxxxx

A by-law to establish a Surplus/Deficit Policy.

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

AND WHEREAS the Municipal Council wishes to implement a policy with respect to surplus/deficit management;

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

1. The attached Municipal Council Policy entitled "Surplus/Deficit Policy", appended hereto as Schedule "A", is hereby approved and adopted.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 8, 2015.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – December 8, 2015
Second reading – December 8, 2015
Third reading – December 8, 2015

SCHEDULE "A"

x(xx) Surplus/Deficit Policy

1.0 POLICY STATEMENT AND PURPOSE

The purpose of this policy is to establish a priority framework for the allocation of any operating surpluses and funding for any operating deficits.

2.0 SCOPE

This policy applies to the annual operating property tax supported budget.

3.0 PRINCIPLES

With the overarching principle that all surpluses and deficits be treated as one-time in nature, the one-time allocation and funding principles of the Surplus/Deficit Policy are as follows:

In A Year Of Surplus

- a) The Managing Director, Corporate Services & City Treasurer, Chief Financial Officer or designate be authorized to contribute an amount to the Operating Budget Contingency Reserve (OBCR) not to exceed the reserve target balance of 1.5% - 2.0% of the property tax gross expenditure budget, subject to the contribution to the OBCR being confirmed by the Municipal Council.
- b) The Managing Director, Corporate Services & City Treasurer, Chief Financial Officer or designate be authorized to contribute an amount to the Unfunded Liability Reserve not to exceed any operational savings realized from personnel and contingency budgets at year-end.
- c) Remaining surplus to be reported in the 4th Quarter Operating Budget Status Report with the surplus contributed to the OBCR to balance year-end operations. The remaining surplus allocations shall be drawn down from the OBCR and allocated in accordance with the following proportions:
 - i. 50% of any operating surplus shall be applied to reduce authorized but unissued debt, it being noted that debt reduction will reduce future year's debt servicing costs.
 - ii. 25% of any operating surplus shall be contributed to the Community Investment Reserve Fund to be allocated at the discretion of Municipal Council.
 - iii. 25% of any operating surplus shall be contributed to the Capital Infrastructure Gap Reserve Fund to mitigate growth in the infrastructure gap.

In A Year Of Deficit

- d) The Managing Director, Corporate Services & City Treasurer, Chief Financial Officer or designate be authorized to drawdown from the OBCR to balance year-end operations.

4.0 REPORTING

- e) The Managing Director, Corporate Services & City Treasurer, Chief Financial Officer or designate shall strive to provide the following reports related to year-end projected surplus or deficit positions within 45 days of the close of the reporting period:
 - i. Second Quarter Operating Budget Status Report to be submitted at the discretion of the City Treasurer (January 1st to June 30th)
 - ii. Third Quarter Operating Budget Status Report (January 1st to September 30th)
 - iii. Fourth Quarter Operating Budget Status Report (January 1st to December 31th)

5.0 TRANSITION TO NEW SURPLUS/DEFICIT POLICY

As part of the existing Surplus/Deficit Policy (passed by Municipal Council on December 3, 2007), an annual draw of \$850 thousand from the OBCR was established. This annual

draw is recognized as revenue each year, reducing the property tax levy requirement.

To mitigate budget pressures within the implementation of the City's first multi-year budget (2016-2019), the plan is to phase out the \$850 thousand draw from the OBCR by the year 2021. This approach provides needed continuity to the City's existing budget framework, while ensuring the elimination of this draw occurs in a reasonable period.

Bill No.
2015

By-law No.

A by-law to delete the current Grants and Capital Grants Policy 8(11) and replace it in its entirety with the City of London Community Grants Policy.

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to delete the current Grants and Capital Grants Policy 8(11) and replace it in its entirety with the City of London Community Grants Policy.

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

1. Grants and Capital Grants Policy 8(11) is hereby deleted in its entirety and replaced with the new City of London Community Grants Policy attached as Schedule "A".
2. This by-law shall come into force and effect on July 1, 2016.

PASSED in Open Council on December 8, 2015.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -

SCHEDULE A
City of London Community Grants Policy

**The Corporation of the
City of London**

London Community Grants Policy
(to come into effect July 1, 2016)

Prepared by:

Community Development and Funding
Neighbourhood, Children & Fire
Services

The Corporation of the City of London
151 Dundas Street, P.O. Box 5045
N6A 4L6

Website: www.london.ca

Revised: November 2015

1.0. DEFINITIONS

- 1.1. “**Not-for-profit**” refers to an organization incorporated without share capital, under Part III of the *Corporations Act* or under the *Not-for-Profit Corporations Act*.
- 1.2. “**Grant Application**” refers to the application associated with each granting program to be completed at the time of application.
- 1.3. “**Grant Agreement**” refers to the legal agreement that is signed after an application has been deemed successful under the City of London Community Grants program. The Grant Agreement defines the terms and conditions under which the City of London grant will be made and cannot be altered in any way.
- 1.4. “**Strategic Areas of Focus**” refer to the priorities of the City of London Strategic Plan. These guidelines will refer to the Strategic Areas of Focus as “strategic priorities.”
- 1.5. A “**Procedural Error**,” in reference to the Appeals Process (s. 4.5), refers to a mistake that has been made as a result of not following the proper process for the allocation of grants as outlined in the City of London Community Grants Policy and/or the Council endorsed evaluation criteria for the assessment of grant applications.

2.0. GENERAL POLICY AND PROCEDURE FOR GRANTS

2.1. Goal

Through community investment and planning, the City provides opportunities to build social and cultural infrastructure, and strengthen neighbourhoods as key strategic determinants for the health and well-being of our local communities. Through this type of upstream investment in our people, neighbourhoods and communities, it is possible to deter downstream costs and impacts such as reduced crime and violence, reduced reliance on the social safety net and a reduction in poverty. Upstream investment will also result in improved outcomes such as increased literacy rates and improved health and physical activity levels, improved quality of life, improved cultural programming, economic development and enhancement of London’s desirability as a community.

[Strategic Plan 2015-2019](#) “Strategic Areas of Focus” (herein referred to as “Strategic Priorities”):

- Strengthening our Community
- Building a Sustainable City
- Growing our Economy

2.2. Objectives

- (a) To ensure that an adequate administrative review of grant requests takes place;
- (b) To provide funding amounts to community groups or organizations that are eligible and approved under the grants criteria and according to their suitability in relation to the City’s goal and other submitting organizations;
- (c) To ensure that those applying for assistance are evaluated on an equitable basis, utilizing the same evaluation criteria;
- (d) To ensure that a system of accountability is developed and maintained between the organization requesting funds and the City of London; and,
- (e) To review the City of London Grants Policy with each new Strategic Plan.

The City of London retains the right to share funding information received on the "grant application" form with other relevant funding bodies. The City of London also retains the right to obtain information from other funders regarding grant requests. This is for the purpose of providing additional information so that a co-ordinated approach to the funding of organizations in London might be achieved.

Interviews between the City of London staff and the Board of Directors and senior staff of organizations applying may, in some cases, be requested for the purposes of reviewing grant requests and assessing service or program needs.

3.0. CATEGORIES

Applications for Municipal Grants are considered under the following categories:

3.1. Community Grants

- These are up to four year agreements with the City of London for organizations in the community pursuing one or more of the strategic priorities in alignment with the City of London Strategic Plan.

3.2. Innovation

- These grants are provided to new, emerging organizations and/or initiatives that engage in dynamic community partnerships, innovative improvements to service delivery and system collaboration, and/or generate new ideas.

3.3. Capital

- These grants are provided for projects involving construction or purchase of physical assets, including but not limited to, land, building and equipment.

4.0. PROCEDURES

4.1. All agencies who meet the eligibility criteria for the grant applied for are given the opportunity of making an application for City of London grants, except those excluded by law. The City will annually contact agencies who have expressed interest, notifying them of the process. Availability of grants will be advertised.

4.2. The relevant Application is to be completed with all pertinent information and forwarded to the designated City Staff person within the time frame specified for that category. No applications will be accepted after the due date.

4.2.1 The application process includes a mandatory community information session for all interested organizations. It will be held at the beginning of the application process (see complete process as outlined in the attached flow chart for the London Community Grants program below).

4.2.2 Organizations may request an “application interview” meeting with Civic Administration (designated city staff) prior to the application deadline date to review their application and ask questions related to the application form itself and/or the granting process.

4.3. Grant applications will be assessed by the community review panel in accordance with the program’s respective guidelines:

4.3.1 A community review panel of up to 11 individuals will be convened to make decisions regarding the allocation of municipal grants. The community review panel will be comprised of community members and city staff as outlined below:

- Community member (2-3)
- Expert in subject matter (specific to each funding stream) (2-3)
- Funder (1)
- Outcomes measurement expert (1)
- Financial expert (1)
- City Staff (2-3)

4.3.2 Members of the community review panel will assess applications and make decisions based on the strategic areas of focus for the City of London Strategic Plan and the criteria laid out in the evaluation criteria document.

4.3.3 Role of Staff

- Staff will provide relevant contextual and historical information to support informed decision making;
- City of London staff will sit on the community review and will participate in the decision making process.

4.3.4 Selection of Committee

- Civic Administration will seek qualified London residents to be part of the community review panel based on the make-up of the panel outlined above (relevant experience) and the requirements outlined under Confidentiality

and Conflict of Interest below;

- Priority will be given to community members from diverse backgrounds, and staff will aim to have a cross representation of the community on the panel.

4.3.5 Confidentiality and Conflict of Interest

- Any community member directly or indirectly connected to organizations submitting an application to receive funding from the City of London will not be a member of the community review panel;
- Community review panel members will be required to sign a confidentiality and conflict of interest agreement prior to participation in a meeting and/or allocation of funding decisions;
- Members of the community review panel will remain anonymous until all funding decisions have been made. At this time, the committee membership will be released to the public;
- Members of the panel will be strictly required to adhere to the confidentiality and conflict of interest policies in order to uphold the values of integrity and fairness throughout the granting process. Adherence includes, but is not limited to the following:
 - Maintaining the confidentiality of information received, including the applicant's information, financials, etc.
 - Disclosing any potential or perceived conflict of interest at the time of their application to the committee, as well as throughout the duration of the funding deliberations
 - Keeping their involvement with the committee confidential until the funding decisions have been publicly released.

4.4. Applicants will be notified of the funding decision in a timely manner, dependent on the grant to which they have applied.

4.5. Appeal Process:

- 4.5.1. All decisions related to allocation, suspension, repayment and/or termination of funding in the London Community Grants Program will be communicated in writing and are open to appeal by the applicant/recipient.
- 4.5.2. Applicants to the London Community Grants Program may only appeal a procedural error or present new information that, for good reason, could not be submitted at the time of application.
- 4.5.3. Organizations may be notified that their appeal will not proceed if there has been no procedural error and/or no new information is available.
 - 4.5.3.1. The appeal must be received in writing no sooner than 48 hours after the funding decision is released and no later than 10 business days after having been notified of the decision.
 - 4.5.3.2. The appeal must be signed by the Board Chair/Treasurer of the appellant organization.
 - 4.5.3.3. The Manager of Community Development and Funding will review all appeals and determine which appeals will be referred to the City's Managing Director/Director.
 - 4.5.3.4. Managing Directors/Directors will review applications that relate to their priority area as follows:
 - 4.5.3.4.1. Strengthening our Community: Managing Director, Neighbourhood, Children & Fire Services
 - 4.5.3.4.2. Building a Sustainable City: Managing Director, Planning
 - 4.5.3.4.3. Growing our Economy: Director, Community and Economic Development
 - 4.5.3.5. The review will include the initial funding decision, funding submissions, contribution agreements/letters of agreement, procedural guidelines, letters, emails, payment histories, community need as well as the capacity of the organization.
- 4.5.4. Following the 10th business day after funding decisions have been released, a meeting may be requested by the Manager of Community Development and Funding if additional information is required to determine the viability of the appellant organization's appeal.

- 4.5.4.1. After this meeting, viable appeals will be referred to the corresponding Managing Director/Director under which the appeal has been filed.
- 4.5.5. Organizations will be advised of the result of the appeal in writing within 30 business days of having received the appeal.
- 4.5.6. An appeal does not delay or suspend the city's disbursement of allocated funds to approved organizations.
- 4.5.7. Decisions of all appeals will be final.

5.0. POLICY

5.1. The Application:

- 5.1.1. Each applicant is required to complete (where applicable) an appropriate "Grant Application Form" within the specified time frame. Late or incomplete applications will not be accepted.
- 5.1.2. Grant Applications must be accompanied by financial statements for the previous year (preferably the audited statements), budgets or forecasts as well as evidence of adequate effort to secure financial support from the public or other levels of government, if applicable.
 - 5.1.2.1. The City has the right to request additional financial information to determine the viability of an organization.
- 5.1.3. All applicants receiving funding from the Municipality in order to provide a service to the citizens shall produce on request, adequate information which may be required. This is to ensure that the service being provided is in the best interest of the people served and that the City funds are being used in an effective and efficient manner.
- 5.1.4. In most cases, only one request per organization is to be considered in a fiscal year. All programs, projects and undertakings should be consolidated in the one request.
 - 5.1.4.1. An additional application may be made in the same fiscal year to the Capital and/or Innovation grants.
- 5.1.5. All grant applications must meet all of the required criteria in order to be considered for a City grant. All grants will be assessed in terms of their alignment with the Strategic Plan; need for the project; cost/effectiveness; financial viability; contribution to the quality of life in the community; community response and apparent quality.

5.2. The Organization

- 5.2.1. Organizations must be located in London and intending to use grant funds for services to the London community.
- 5.2.2. The organization must demonstrate strong managerial responsibility, capability, program planning and organization.
- 5.2.3. Only community groups and/or organizations are eligible to be considered for funding.
- 5.2.4. Organizations applying should have an active Board of Directors that is independent of senior staff of the organization.
- 5.2.5. The organization applying for a City of London grant shall be incorporated as a not-for-profit corporation. Proof of incorporation must be submitted with the application, if not already on file with the City. Notwithstanding that proof of incorporation may be on file, the City reserves the right to require proof that such incorporation has not been revoked.
 - 5.2.5.1. An organization may submit an application to the Community Grants Program or Innovation Grants if not yet incorporated, but must be officially incorporated before any funding decision is made. The City of London cannot provide funding to an organization that is not incorporated.
- 5.2.6. All organizations applying for capital grants must be incorporated.
- 5.2.7. In general, organizations from which the City of London purchases services or with which it has contracts, will not be eligible. Priority will be given to

organizations to which the City has not already contributed through other means.

5.3. **The Grant**

- 5.3.1. The length of the grant will be defined in the signed grant agreement.
- 5.3.2. A City of London grant should not be considered as the sole source of funding for the organization. City of London grants are intended to be supplementary to other sources of funding. Organizations will be expected to leverage opportunities for funding from other funders and to provide information about other sources of funding, both received and applied to, to the City of London.
- 5.3.3. A grant made to an organization in any year is not to be regarded as a commitment by the City to continue the grant in future years.
- 5.3.4. The City of London, through its grants process will not contribute to outstanding deficits.
- 5.3.5. In making grants, the City may impose such conditions as it deems fit.

5.4. **Financial:**

- 5.4.1. The organization must demonstrate strong financial responsibility and capability in carrying out its service to this community.
- 5.4.2. The organization must show that it has thoroughly explored all other available sources of funding.
- 5.4.3. The organization must demonstrate fund-raising capabilities and illustrate a future plan for the project.
- 5.4.4. The organization must indicate a clear financial plan and demonstrate efficient use of City funds in the project.
- 5.4.5. The organization must indicate other City contributions that are made to the organization (purchase of service, tax exemptions, etc.).

GRANT PROGRAMS

6.0. LONDON COMMUNITY GRANTS PROGRAM

6.1. **Purpose:**

The multi-year granting streams will provide funding to programs and initiatives that advance the strategic areas of focus for the City of London Strategic Plan. Applications for the multi-year streams will be assessed on their ability to achieve outcomes that will support the Strategic Plan.

6.2. **Principles of Funding:**

The following are overriding principles of funding and must be addressed in each application:

- the project/program responds to a community need and aligns with at least one of the Strategic Areas of Focus from the City of London Strategic Plan;
- support for innovation and collaboration among community organizations, funders and the City;
- encouragement of diversity, equity, accessibility and environmental friendliness;
- recognition of community support for the proposed activity;
- demonstration of community outreach, neighbourhood accessibility and value to the community;
- accountability of outcomes and benefits related to the proposed activity;
- demonstrated financial viability, no deficits or loans will be considered for assistance;
- commitment to multi-year funding;
- increased accountability and commitment;
- simple, clear, fair and transparent process; and,
- strong/responsible financial management and stewardship.

The Corporation of the City of London will ensure fairness in allocation based upon the merits and type of a proposed project/program and will encourage organizations to achieve self-sufficiency.

6.3. **Methods of Funding:**

Community Grants align with the strategic priorities of the City of London Strategic Plan. Applications for Community Grants will be considered for their ability to advance the following strategic priorities:

- Strengthening our Community
- Building a Sustainable City
- Growing our Economy

6.4. **Eligibility Criteria:**

The amount of funding allocated to the municipal granting program will be confirmed each year as part of the annual budget process.

Eligibility Criteria is based on the purpose and principles as reflected above and will consider the following criteria:

- applicants must demonstrate the need for the specific project/program
- applicants will demonstrate their ability to leverage funding for their program from other funders;
- applicants are not-for-profit community groups and organizations - individuals are not eligible;
- applicants must demonstrate how their proposal complies with the purpose and principles as reflected above;
- applicants may only submit one application to the multi-year funding streams, and may indicate more than one Strategic Area of Focus in the application;
- applicants must be located within the City of London;
- applicants will support a community/neighbourhood based activity;
- each proposal must specifically identify the defined impacts and outcomes;
- organizations must be governed by a community based volunteer board of directors;
- applicants must provide a letter of confirmation from the board of directors showing board approval of the proposal;
- applicants must provide the latest financial statement, audited or approved by the board of directors; and
- applicants must provide an organizational budget and a proposed project budget.

6.5. **Evaluation Criteria:**

Applications for the Community Grants Program will be assessed by a Community Review Panel for each round of applications. Grants will be awarded in accordance with this policy and will be considered in relation to the evaluation criteria for the Community Grants Program. These criteria will be made public once applications for this program have been opened.

6.6. **Progress Reports:**

Organizations must adhere to the reporting timelines laid out in the signed Grant Agreement. Organizations will be required to submit their reports by the specified time on the Agreement or the City will reserve the right to withhold further payments and/or request repayment of previous advances related to the funded project.

7.0. INNOVATION GRANTS

7.1. Purpose:

Innovation grants will be provided to projects or organizations that can demonstrate:

- Proven or promising early stage innovations that need additional support to create the capacity and conditions to be effectively sustained
- Creative new approaches to social innovation that engage multiple stakeholders in creative collaboration to improve system delivery, coordination, and/or generate new ideas.

7.2. The Project:

- 7.2.1. Organizations seeking a grant from the City must demonstrate a need for the proposed project and must indicate how the particular organization is best suited to meet this need.
- 7.2.2. Organizations must present an idea that is innovative and meet at least one of the purposes of the fund.
- 7.2.3. Organizations requesting grants will not be eligible if, in the opinion of the City of London, the project for which funds are requested is superfluous to the requirements of the Community.
- 7.2.4. Projects for which grant funds are requested should be available to a broad cross-section of the London Community.
- 7.2.5. Priority will be given to projects that make a unique contribution to or are of special significance to the City.
- 7.2.6. All projects must conform to all relevant legal standards and requirements and should be physically accessible to all persons.
- 7.2.7. Preference will be given to organizations that are willing to create dynamic partnerships and share learned experiences with the community.

8.0. CAPITAL GRANTS

8.1. Purpose:

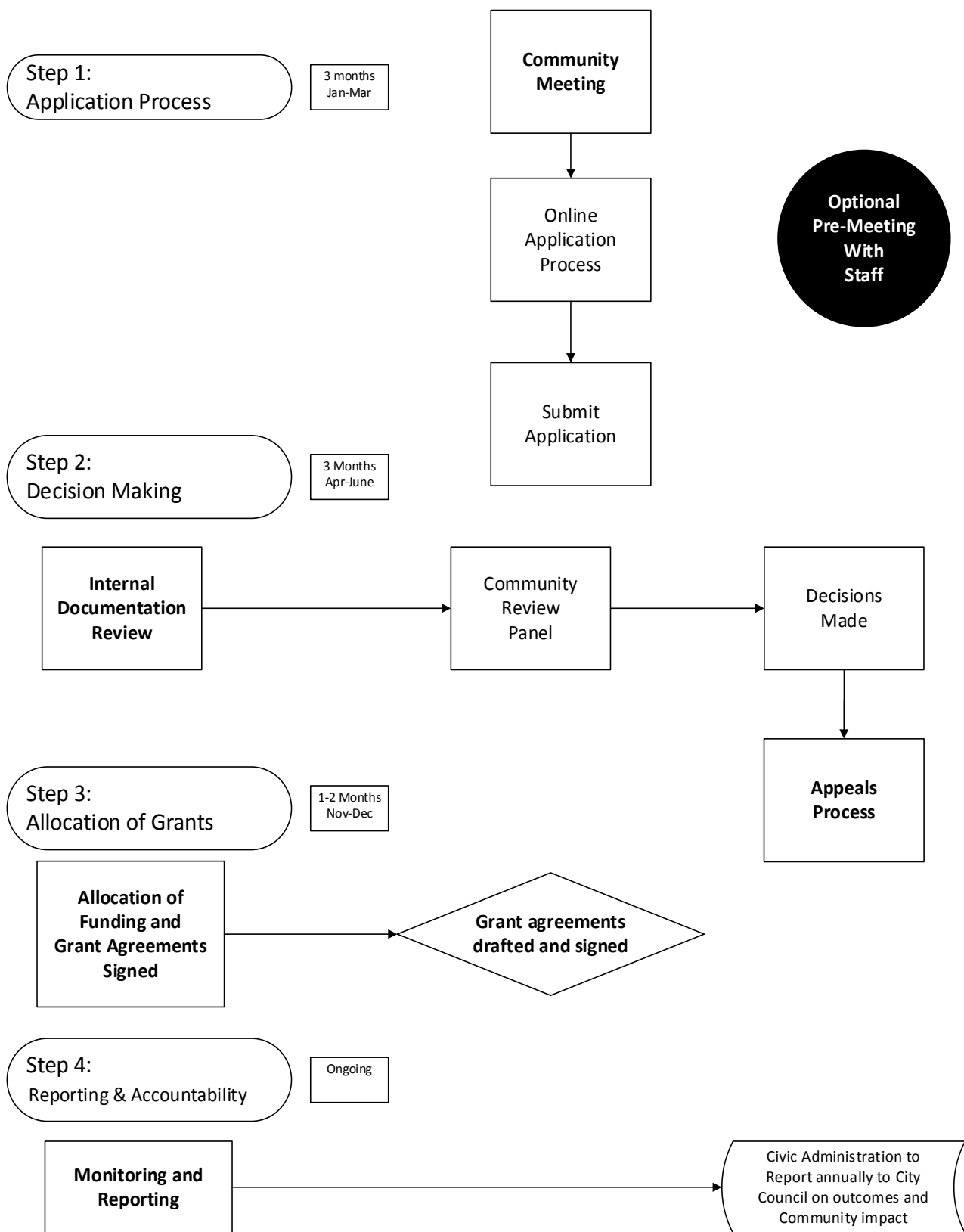
Capital Grants will be considered for the following purposes:

- Purchase of Land and Buildings: Grants are made in this category only when the purchase is required for the immediate capital project.
- Construction Costs: Grants in this category will be for costs associated with new facilities or renovation costs associated with the provision of additional program/service space.

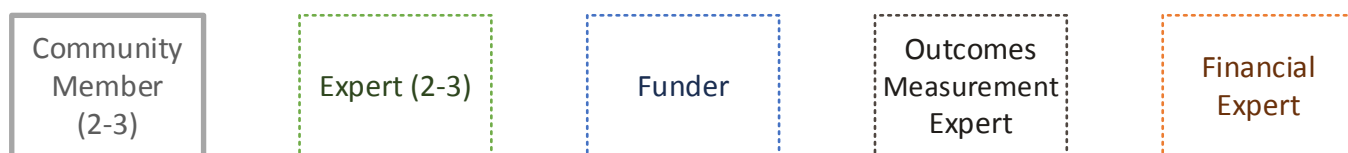
8.2. The Project:

- 8.2.1. Organizations seeking a grant from the City must demonstrate a need for the proposed project and must indicate how the particular organization is best suited to meet this need.
- 8.2.2. The organizations requesting grants will not be eligible if, in the opinion of the City of London, the project for which funds are requested is unnecessary for the requirements of the community.
- 8.2.3. Projects for which grant funds are requested should be available to a broad cross-section of the London community.
- 8.2.4. Priority will be given to projects that make a unique contribution to or are of special significance to the City.
- 8.2.5. All projects must conform to all relevant legal standards and requirements and should be physically accessible to all persons.
- 8.2.6. All projects must be either tendered or open to competitive bidding by two or more parties.
- 8.2.7. Rehabilitation and replacement of existing facilities will be preferred as opposed to projects involving the construction of new facilities.
- 8.2.8. Preference will be given to organizations that demonstrate a willingness to co-operate in the sharing of their facilities with other organizations.

City of London Community Grants Program “Granting Process”



City of London Community Grants Program: Structure of Community Review Panel



Bill No.
2016

By-law No. A.- _____

A By-law to approve and adopt the standard form Grant Agreement (London Community Grants Program); and to authorize a City Representative to insert information and execute agreements which employ this form and to repeal by-law A.-7073-73 being "A by-law to approve and adopt the standard form Grant Agreement (Strategic Funding Framework)"; and to authorize a City Representative to insert information and execute agreements which employ this form.

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 section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

AND WHEREAS the Municipal Council of the Corporation of the City of London wishes to repeal By-law No. A.-7073-73 being "A by-law to approve and adopt the standard form Grant Agreement (Strategic Funding Framework)" passed on February 11, 2014;

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

1. The standard form Grant Agreement (London Community Grants Program) to be entered into between The Corporation of the City of London and corporations who have applied to the City for a grant, attached as Schedule B1 to this by-law, is approved and adopted as the standard form for all such agreements.

2. Any one of the City Manager, Managing Director, Corporate Services & City Treasurer, City's Managing Director, Neighbourhood Children and Fire Services, and their respective written designate(s), have delegated to them:

(1) the authority to act as City Representative for the purposes of this standard form Grant Agreement;

(2) the authority to amend the standard form Grant Agreement approved above as follows:

- Page 1 – insert date of the Agreement;
- Page 1 – insert name of Recipient;
- Page 1 – section 1.2 –mark applicable Schedules with an "X";
- Page 5 – insert name of the individual who will execute the Agreement;
- Page 5 – insert name of Recipient;
- Schedule A – insert information required to complete the schedule;
- Schedule A – delete shaded provisions that do not apply;
- Schedule B –insert information required to complete the schedule;
- Schedule B – delete shaded provisions that do not apply;
- Schedule D – insert information required to complete the schedule; and

(3) the authority to execute on behalf of The Corporation of the City of London the Grant Agreement approved under section 1 above, provided that any agreement does not require additional funding or such funding is provided for in the City's current budget.

3. By-law No. A.-7073-73 is hereby repealed.
 4. This by-law shall come into force and effect on July 1, 2016.
- PASSED in Open Council on December 8, 2015.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -

SCHEDULE B1

THIS IS A STANDARD FORM AGREEMENT – TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

Grant Agreement (London Community Grants Program)

THIS AGREEMENT dated the _____ day of _____, 20__.

Between

The Corporation of the City of London
(the "City")

-and-

(the "Recipient")

WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has applied to the City for a grant to assist the Recipient in the Recipient's activities as described in **Schedule A** ("the Funded Activity");

AND WHEREAS the City approved that a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this agreement;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Definitions & Schedules

1.1 Definitions

In this Agreement, the following definitions apply:

"City Representative" means an individual delegated by by-law to act as City Representative for the purposes of this Agreement;

"Eligible Expenditures" means the expenditures that are listed in the Funded Activity Budget (**Schedule B**), and in compliance with the Conditions Governing Eligible Expenditures set out in **Schedule B**;

"Outcomes" means the outcomes that are listed in the Application (**Schedule D**) for the Funded Activity;

"Property" with respect to capital grants, means the real property for which the capital grant was provided.

1.2 Schedules Forming Part of Agreement

The following Schedules, marked with an "X" (or where not marked with an "X", attached to this Agreement), form part of this Agreement:

_____ **Schedule A: Description of Funded Activity - Operating Grant or Capital Grant**

_____ **Schedule B:** Maximum Contribution & Eligible Expenditures – **Operating Grant or Capital Grant**

_____ **Schedule C:** Repayment of Capital Grant – **Capital Grant**

_____ **Schedule D:** Application – **Operating Grant**

and the parties agree that all references in this Agreement to “this Agreement” shall be deemed to include such Schedules.

2. Term

2.1 The Agreement shall commence on the date this Agreement is signed by both parties, and shall terminate on the Funded Activity End Date as set out in **Schedule A** (“Term”), or shall terminate on such earlier date as set out in this Agreement.

3. Grant

3.1 (a) Subject to the terms and conditions of this Agreement, the City shall make a grant to the Recipient as set out in **Schedule B**, which amount shall be payable as set out in **Schedule B**.

(b) Payment of any grant under this Agreement is subject to the availability of funds in the City’s current approved budget.

4. Use of Grant

4.1 The Recipient covenants and agrees that the Recipient shall use the grant solely for the purpose of paying the Eligible Expenditures in connection with the Funded Activity and for no other purpose.

4.2 The Recipient shall achieve the Outcomes as set out in the Application attached as Schedule D.

5. Repayment of Grant

5.1 For operating grants, the City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant for the Funded Activity based upon the City’s assessment of the current year’s final audited statement provided to the City under this Agreement.

5.2 For capital grants, the City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant in accordance with **Schedule C** [Repayment of Capital Grant].

5.3 If the Recipient uses some or all of the grant funds for purposes other than Eligible Expenditures, the Recipient covenants and agrees that it shall return such funds to the City.

5.4 If the Recipient does not comply with the provisions of this Agreement, the Recipient shall be considered in default of this Agreement and all grant funds the City advanced to the Recipient shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City Representative.

5.5 The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

5.6 The Recipient shall return all unexpended grant funds to the City within 90 days of the end of the Term, unless the City Representative has given prior written approval for such grant funds to be spent on a specific program or activity.

6. Reports

6.1 Where required by the City Representative, to be eligible for funding, the Recipient shall submit the reports as set out in **Schedule A**, on or before the date set out in **Schedule A** to the City Representative in a form and content satisfactory to the City Representative. The reports shall include a financial statement for the period covered by the reports.

7. Right of Audit

7.1 (a) The City auditor or anyone designated in writing by the City auditor may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.

(b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.

(c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any

reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City.

8. Official Notification

8.1 (a) Any notice required or permitted to be given under this Agreement shall be given or provided by personal delivery, mail, courier service, or fax at the postal address or fax number, as the case may be, of the receiving party as set out below:

The City
City Clerk
300 Dufferin Avenue
London, Ontario N6A 4L9

The Recipient
As set out in **Schedule A**

(b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working day after they are sent.

(c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

9. Informing the Public of the City's Contribution

9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the contributions and the nature of the activity supported under this Agreement.

(b) The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

10. Termination

Termination Without Default

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of fifteen (15) days' prior written notice to the Recipient.

Termination Where Default

10.2 The following are considered defaults of the Agreement for which the City may terminate the Agreement immediately:

- (a) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Recipient or its property, and the same is not dismissed within **30 days**; or
- (b) If the Recipient files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise.

10.3 Any termination by the City under this Agreement shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

11. Indemnity

11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

12.1. Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense:

- (a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The Recipient shall submit a completed standard Insurance Certificate (Form #0788).

(b) In addition, those Recipients with Grants greater than Ten Thousand Dollars (\$10,000) shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.

(c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

(d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

(e) On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under this section. The Recipient shall notify the City forthwith of any lapse, cancellation or termination of any such insurance coverage.

13. Services to Vulnerable Populations

13.1 The Recipient shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students who have direct contact with clients. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

14. Compliance with Laws

14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations, including applicable privacy legislation, environmental legislation, and s. 72 of the *Child and Family Services Act*. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Funded Activity. It is a condition of this Agreement that the Recipient will not infringe upon any right under the *Human Rights Code* in carrying out the Funded Activity.

15. *Municipal Freedom of Information and Protection of Privacy Act and The Municipal Act, 2001*

15.1 The Recipient acknowledges that all records in the City's control (including any records provided by the Recipient to the City) are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the *Municipal Act, 2001*, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

16. Assignment

16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

17. Relationship Between the Parties

17.1 The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of the City. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the City.

18. Facsimile Copy of Recipient's Signature Sufficient

18.1A facsimile copy of the Recipient's signature on this Agreement shall be sufficient and binding.

19. Executed in Counterparts

19.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

20. Headings

20.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

22. Waiver

22.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

23. Circumstances Beyond the Control of Either Party

23.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

24. Payment of Grant is Subject to City Budget Approval

24.1 (a) Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made. In the event that the City Council cancels or reduces the level of funding for the grants for any fiscal year in which payment is to be made under the Agreement, the City may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

(b) Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than 1 months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

25. Governing Law

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

26. Headings

26.1 Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement and are not to be used as an aid in the interpretation of this Agreement.

27. Canadian Currency

27.1 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

28. Other Agreements

28.1 If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with the City;
- (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 City may suspend the payment of the grant for such period as the City determines appropriate or terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

29. Execution of Agreement.

29.1 The Recipient represents and warrants that:

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

30. Survival

30.1 The provisions relating to liability, indemnity, Right of Audit and Repayment of Grant shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:
SIGNED SEALED AND DELIVERED

For the City: **THE CORPORATION OF THE CITY OF LONDON**

Date: _____

For the Recipient, by the following authorized officer(s):

[INSERT NAME OF RECIPIENT]

Date: _____

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

Date: _____

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

SCHEDULE A - Operating or Capital Grant

THE FUNDED ACTIVITY

Full Legal Name of Recipient: _____

Address for Service of Notice: _____

Primary Contact Name: _____ Phone #: _____

Fax #: _____ E-mail: _____

Funded Activity Start Date (date for which funding will be commenced):
(yy/mm/dd) _____

Funded Activity End Date (date for which funding will end):
(yy/mm/dd) _____

FUNDED ACTIVITY DESCRIPTION:

[Insert Funded Activity Description / Plan/]

Application attached as Schedule D

A. REPORTING - OPERATING GRANTS

The following requirements apply to Operating Grants:

REPORTS:

The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

If Grant is ≤ \$20,000 /year:

Annual Report – due 31 days after the anniversary of the Funded Activity start date for each year of the grant agreement to include:

- Outcome Reporting – Yearly activity plan, and highlighting full year’s Outcomes
- Financial Reporting – Year-end financial monitoring includes a final revenue and expenditure statement; to be signed by the Board Chair and an authorized employee
- Board Contact Information – A complete list of the Board of Directors for the organization which includes the home address and contact information for each member

If Grant is > \$20,000 to ≤ \$80,000 /year:

1. Mid-Year Report – seven months after the anniversary of the Funded Activity Start Date for each year of the grant agreement to include:

- Outcome Reporting – Mid-year report highlighting first 6 months Outcomes
- Financial Reporting – Mid-year financial monitoring includes a 6 month revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board, and authorized employee; and

2. Annual Report – due 31 days after the anniversary of the Funded Activity start date for each year of the grant agreement to include:

- Outcome Reporting – Yearly activity plan, and highlighting full year’s Outcomes
- Financial Reporting – Year-end financial monitoring includes a final revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board, and authorized employee.
- Board Contact Information – A complete list of the current Board of Directors for the organization which includes the home address and contact information for each member

If Grant is > \$80,000 /year:

1. Mid-Year Report – due seven months after the anniversary of the Funded Activity Start Date for each year of the grant agreement to include:

- Outcome Reporting – Mid-year report highlighting first 6 months Outcomes
- Financial Reporting – Mid-year financial monitoring includes a 6 month revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board and authorized employee; and

2. 3rd Quarter Financial Monitoring Report – ten months after the anniversary of the Funded Activity Start Date for each year of the grant agreement to include:
 - Financial Reporting – 3rd quarter financial monitoring includes a 9 month revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board, and authorized employee; and
 3. Annual Report – due 31 days after the anniversary of the Funded Activity start date for each year of the grant agreement; to include:
 - Outcome Reporting – Yearly activity plan, and highlighting full year's Outcomes
 - Financial Reporting – Year-end financial monitoring includes a final revenue and expenditure statement; to be signed by the Recipient Board Chair or Treasurer of the Board, and authorized employee;
 - Board Contact Information – A complete list of the current Board of Directors for the organization which includes the home address and contact information for each member, and;
 4. Audited Financial Statement – due within 8 months from the end of the Term;
 - to be signed by authorized by Recipient's Board member and Recipient's auditor. In order to be an **auditor** of a corporation, a person must be permitted to conduct an audit of the corporation under the *Public Accounting Act, 2004* and be independent of the corporation, any of its affiliates, and the directors and officers of the corporation and its affiliates.
 - The audited financial statement **must include** an audited special purpose statement showing separately the total City of London funding and Funded Activity expenditures outlined in schedule B indicating any deficit or surplus funds to be returned to the City of London as per section 5.6.
 - The City will only release funding for the following year upon receipt of the Audited Financial Statement
-

B. REPORTING – CAPITAL GRANTS

The following requirements apply to Capital Grants:

REPORTS:

The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Annual Report – due 31 days after Funded Activity End Date; to include:
 - Outcome Reporting - Yearly activity plan, and highlighting full year's outcomes.
 - Financial Reporting – Year-end financial monitoring includes a final revenue and expenditure statement; to be signed by the Recipient's Board Chair and an authorized employee of the Recipient.
2. Audited Financial Statement – due within 8 months from the end of the Term;
 - to be signed by authorized by Recipient's Board member and Recipient's auditor. In order to be an **auditor** of a corporation, a person must be permitted to conduct an audit of the corporation under the *Public Accounting Act, 2004* and be independent of the corporation, any of its affiliates, and the directors and officers of the corporation and its affiliates.
3. The Recipient shall provide the City Representative with proof of ownership of the Property whenever requested by the City Representative.

**SCHEDULE B – OPERATING GRANT OR CAPITAL GRANT
MAXIMUM CONTRIBUTION & ELIGIBLE EXPENDITURES**

1.0 Maximum Contribution of the City

1.1 For Operating or Capital Grants, the total amount of the City's contribution annually towards the Funded Activity under this Agreement is \$_____.

2.0 Disbursement of Grants

2.1 For Operating or Capital Grants, subject to the Recipient's compliance with the provisions of this Agreement, the grant shall be disbursed to the Recipient over the Term of this Agreement, as set out below.

[FOR CAPITAL GRANTS - OTHERWISE REMOVE:]

Capital Grants >\$200,000/year

2.2 The following portions of the grant will be paid upon the following triggering events occurring:

- (i) sum of \$_____ will be paid by the City to the Recipient upon confirmation of the following triggering event occurring _____ <insert triggering event>_____;
- (ii) sum of \$_____ will be paid by the City to the Recipient upon confirmation of the following triggering event occurring _____ <insert triggering event>_____;
- (iii) sum of \$_____ will be paid by the City to the Recipient upon confirmation of the following triggering event occurring _____ <insert triggering event>_____.

[FOR OPERATING GRANTS – OTHERWISE REMOVE:]

Operating Grants

2.3 For Operating Grants, the grant will be payable as follows, subject to the Recipient's compliance with the provisions of this Agreement:

[delete inapplicable paragraphs:]

If Grant is ≤\$20,000 /year:

One payment of grant funds annually for the entire Funded Activity, to be paid within 30 days of execution of this Agreement, in the amount of: \$ _____.

If Grant is > \$20,000 to ≤ \$80,000 /year:

Two payments of grant funds, as follows:

- (1) First annual payment of grant funds to be paid within 30 days of execution of this Agreement and annually thereafter, in the amount of: \$ _____;
- (2) Second payment of grant funds to be paid within 30 days of receipt of Mid-Year Report satisfactory to the City, in amount of: \$ _____.

If Grant is > \$80,000 /year:

Four payments of grant funds, as follows:

- (1) First annual payment of grant funds to be paid within 30 days of execution of this Agreement and annually thereafter, in the amount of: \$ _____;
- (2) Second payment of grant funds to be paid within 60 days of execution of this Agreement and annually thereafter, in the amount of: \$ _____;
- (3) Third payment of grant funds to be paid within 30 days of receipt of Mid-Year Report satisfactory to the City, in amount of: \$ _____;
- (4) Fourth payment of grant funds to be paid within 30 days of receipt of 3rd Quarter Financial Monitoring Report satisfactory to the City, in amount of: \$ _____.

3.0 ELIGIBLE EXPENDITURES

3.1 FUNDED ACTIVITY BUDGET

[FOR OPERATING GRANTS – OTHERWISE REMOVE]

The following is the Funded Activity Budget – OPERATING GRANT:

Funded Activity Expenditure Categories	Budget Amount
1. Funded Activity Administrative Costs	
1.1 Staff Wages	
1.2 Professional Fees	
1.3 General Administrative Costs	
1.5 Other Administrative Costs	
2. Program Costs	
2.1 Program Supplies	

2.2 Community Meetings & Events	
2.3 Other Program Costs	
TOTAL City of London Funding	\$ [Subtotal of City of London Funded Expenditures]

Budget notes:

“**Funded Activity Administrative Costs**” is the sum total of costs described in expenditure categories 1.1 through 1.5 incurred by the Recipient to carry out the Funded Activity.

“**Staff Wages**” includes *Mandatory Employment Related Costs (MERCs)* which refer to payments an employer is required by law to make in respect of its employees such as EI and CPP/QPP premiums, workers’ compensation premiums, vacation pay and Employer Health Tax; and *Benefits* which refer to payments an employer is required to make in respect of its employees by virtue of company policy or a collective agreement. Examples of Benefits include contributions to a group pension plan or premiums towards a group insurance plan.

“**Professional Fees**” include contracting for goods or services such as bookkeeping, janitorial services, information technology, equipment maintenance services, security, if contracted specifically to support the Funded Activity, audit costs and legal fees.

“**General Administrative Costs**” are general administration-type costs, normally incurred by any organization, that are hereby incurred to enable effective delivery of the Funded Activity. These include costs such as rent, phone/fax, postage/courier, office supplies, internet/website, bank charges, office moving expenses, office cleaning, security system, garbage removal/recycling, publication purchases, equipment maintenance and membership fees.

“**Other Administrative Costs**” are other administrative-type costs explicitly linked to the Funded Activity activities described in **Schedule A** that are not covered by any other expenditure category.

“**Program Costs**” is the sum total of costs described in categories 2.1 through 2.3 incurred by the Recipient to carry out the Funded Activity.

“**Program Supplies**” includes supplies incurred to deliver programs and services for approved funded activity.

“**Community Meetings & Events**” includes expenditures incurred to support community meetings, neighbourhood and community events for the approved funded activity.

“**Other Program Costs**” are other program-type costs explicitly linked to the Funded Activity activities described in **Schedule A** that are not covered by any other expenditure category.

[FOR CAPITAL GRANTS – OTHERWISE REMOVE]:

The following is the Funded Activity Budget – CAPITAL GRANT:

Expenditure Categories	Other Sources		Total
	Cash	In-Kind	
Capital Expenditures			
TOTAL			
		0	

4.0 BUDGET FLEXIBILITY

4.1 The Recipient shall not, without the express prior written approval of the City Representative, make adjustments to its allocation of funds between any of the expenditure categories identified in the Funded Activity Budget.

4.2 Written approval by the City Representative of adjustments under section 4.1 may be required by the City Representative to be documented by way of a formal amending agreement signed by both parties.

5.0 CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

5.1 The Eligible Expenditures set out in the Funded Activity Budget above are subject to the following conditions:

- (a) expenditures must be incurred during the Funded Activity Start Date and End Date;
- (b) expenditures must, in the sole opinion of the City Representative, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement are not eligible;
- (d) depreciation of capital assets is not eligible;
- (e) fines and penalties are not eligible;
- (f) the cost of alcoholic beverages or travel expenses are not eligible.

6.0 TERMS OF PAYMENT

For Operating Grants:

- 6.1 (1) Section 6.1 applies to Operating Grants only.
- (2) Subject to subsections (3) and (4), the City will make payments of its contribution by way of advance payments. Each payment shall cover a specific period as set out in paragraph 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Funded Activity.
- (3) Each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the sole opinion of the City Representative, is reliable and up-to-date.
- (4) If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement, or to require repayment of that part of the grant.

For Capital Grants:

- 6.2 (1) Section 6.2 applies to Capital Grants only.
- (2) The City will make payments of its contribution upon proof that expenses have either been incurred or a contract has been awarded. Each payment shall cover a specific activity as set out in section 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Funded Activity.

For All Grants

- 6.3 The City may withhold any payment due to the Recipient under this Agreement:
- (a) if the Recipient has failed to submit when due any report required by the City under this Agreement;
 - (b) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
 - (c) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the Vulnerable Populations requirements;
 - (d) in the event that an audit of the Recipient's books and records indicates mismanagement or misuse of funds, in the sole opinion of the City Representative; or
 - (e) in the event the City determines the Recipient has not or likely will not achieve the Outcomes as set out in the Application attached as Schedule D.
- 6.4 The City may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Term pending:
- (a) receipt and acceptance by the City of a final report for the Funded Activity, and
 - (b) receipt of any other Funded Activity-related record or product that may be required by the City.
- 6.5 Grants may only be provided to Recipients that do not budget on a deficit basis and that do not operate on a deficit basis.

7.0 Capital Assets

- (1) The Recipient shall preserve any capital assets acquired with the grant, whether or not such acquisition is authorized as an Eligible Expenditure. Where a Capital Grant under this Agreement authorizes the purchase of capital assets, the Recipient shall use the capital assets for the purposes of the Funded Activity during the Term, unless the City Representative authorizes their disposition.
- (2) For any capital assets valued at \$1,000 or more, the Recipient recognizes that, either at the end of the Term, or upon termination of this Agreement, if earlier, the City may, at its discretion, direct that the capital assets be:
- (a) sold at fair market value and that the funds realized from such sale be applied to the Eligible Expenses of the Funded Activity to offset the City's contribution;
 - (b) turned over to another organization designated or approved by the City; or
 - (c) disposed of in such other manner as may be determined by the City.
- (3) Where a direction is made under subsection (2), the Recipient undertakes and agrees to comply with such direction.

SCHEDULE C - REPAYMENT OF CAPITAL GRANT

1.0 Repayment of Capital Grant

- (1) Further to section 5.2 of this Agreement, the grant shall be forgivable by the City over a 10 year period whereby the City shall forgive 1/10 of the value of the grant annually on the anniversary date of this Agreement until the grant is totally forgiven.
- (2) In addition to section 10.2 of the Agreement, the City shall have the right to declare that the Recipient has breached this Agreement and cause this Agreement and the obligations of the City under it to terminate if any one or more of the following occurs:
 - (a) the Recipient fails to fulfil all of the terms, conditions and obligations set out in this Agreement;
 - (b) the Recipient persists in violation of any of the provisions of this Agreement;
 - (c) the Recipient refuses or neglects to comply with any reasonable requirement from the City Treasurer which he or she is entitled to stipulate under this Agreement;
 - (d) the Recipient assigns or transfers, or attempts to assign or transfer, this Agreement;
 - (e) the Recipient transfers, sells, leases, mortgages or otherwise disposes of the Property or asset of its interest in the Property or asset;
 - (f) the Recipient ceases to use the Property solely for the purposes of providing programs consistent with its mandate;
 - (g) the Recipient ceases to be a non-share capital, not-for-profit Ontario Corporation; or
 - (h) the Recipient ceases to exist.
- (3) Any declaration as to termination made under this clause shall be made in writing and delivered by the City to the Recipient in the manner specified in this Agreement for the giving of notices to the Recipient.
- (4) If the City has terminated this Agreement in accordance with this clause, the City shall have no further responsibility or liability with regard to this Agreement and the Recipient shall forthwith repay to the City the unforgiven balance of the Grant. It is understood and agreed that these conditions are for the sole benefit of the City and may be waived in whole or in part by the City at any time.

SCHEDULE D – OPERATING GRANT

Application {to be attached}

APPENDIX 3
Proposed Evaluation Criteria for the City of London Community Grants Program

Community Grant Program Evaluation Criteria

Yes/No = 1 point

Likert scale = strongly disagree -2, disagree -1, neutral 0, agree 1, strongly agree 2

Max Score: 52

Eligible applications must meet all of the following requirements:

- Not-for-profit corporation
- Organization based in London
- Service/project conducted in London, for London residents
- Organization has an active, registered voting list (board)
- Conducts an Annual General Meeting
- Has provided current financial statements
- Organization has no outstanding arrears to the City of London
- The organization can provide proof of valid liability insurance up to \$2M

If previously funded by the City of London:

- All previous City of London funding agreements and conditions have been met (where applicable)

Applications must satisfy all requirements in order to be considered under this grant program.

1. Funding Alignment

The service / project *align* with City of London and community priorities by demonstrating Outcomes align with:

- the Council Strategic Plan for the City of London Strategic Areas of Focus (/10):

- Strengthening Our Community
- Building a Sustainable City
- Growing our Economy

Strong alignment with the City of London Strategic Plan will demonstrate how the outcomes of the proposed funded service will advance the sub areas of focus for the Strategic Plan. Organizations should have at least 2 outcomes connected to the sub areas of focus listed below.

	Sub Areas of focus	Related outcomes	Excellent	Good	Fair	Poor
Strengthening our Community	- Vibrant, connected and engaged neighbourhoods - Diverse, inclusive and welcoming community - Caring and compassionate services - Amazing arts, culture and recreation experiences - Healthy, safe and accessible city	1. 2. 3.	>8-10	>5-8	>2-5	0-2
Building a Sustainable City	- Robust infrastructure - Convenient and connected mobility choices - Strong and healthy environment - Beautiful places and spaces - Responsible growth - Heritage conservation	1. 2. 3.	>8-10	>5-8	>2-5	0-2
Growing our Economy	- Diverse and resilient economy - Urban regeneration - Local, regional and global innovation - Strategic, collaborative partnerships - Diverse employment opportunities	1. 2. 3.	>8-10	>5-8	>2-5	0-2

2. Community Impact		
<input type="checkbox"/>	illustrates the community need for the proposed service / project (-2, -1, 0, 1, 2)	
<input type="checkbox"/>	service / project has the ability to demonstrate added value to the London community and advance the strategic area of focus to which the organization applied (-2, -1, 0, 1, 2)	
<input type="checkbox"/>	shows a high level of community involvement in the program (-2, -1, 0, 1, 2)	/
3. Community Partnerships/Memberships		
<input type="checkbox"/>	service/project aligns with other local/provincial/federal funding bodies (leveraging opportunities) (/1)	
<input type="checkbox"/>	collaborates and maintains partnerships in service / project delivery (/1)	
<input type="checkbox"/>	participates in local networks/ groups specific to service delivery/target population ie: CYN, ESCLM, etc (/1)	
<input type="checkbox"/>	service / project is not substantially duplicated by other organizations (/1)	
<input type="checkbox"/>	the organization is able to make decisions and take actions with other organizations (-2, -1, 0, 1, 2)	
<input type="checkbox"/>	exchange of information among service providers (-2, -1, 0, 1, 2)	/
4. Organizational Capacity		
The organization is <i>financially viable</i> , providing:		
<input type="checkbox"/>	a multi-year budget that indicates a clear financial plan and demonstrates efficient use of City funds (/1)	
<input type="checkbox"/>	Through the provision of financial statements, the organization demonstrates a recent history of prudent financial management (e.g. does not demonstrate a pattern of annual deficits of expenditures or revenues) (/1)	
The organization is able to <i>mitigate risk</i> to the agency and funder by demonstrating:		
<input type="checkbox"/>	Compliance/alignment with required City of London internal processes, current agreements, etc (/1)	
<input type="checkbox"/>	an accountable organizational structure including: (/1)	
	<ul style="list-style-type: none"> ▪ A Strategic Plan conducted with the last 5 years 	
The organization has the <i>capacity to deliver</i> identified outcomes:		
<input type="checkbox"/>	clearly identified objectives, targets and outcomes (/1)	
<input type="checkbox"/>	defined and applicable evaluation that is measureable over the course of implementation of the grant(/1)	
<input type="checkbox"/>	organization has resource capacity to deliver the service / project and achieve stated outcomes (-2, -1, 0, 1, 2)	
<input type="checkbox"/>	recognized within the community as a respected, stable organization (conversation with other funders) (-2, -1, 0, 1, 2)	
<input type="checkbox"/>	organizational readiness and current capacity to implement proposed program or service (-2, -1, 0, 1, 2)	
<input type="checkbox"/>	<u>For organizations that have received City of London funding:</u> The organization can demonstrate a record of success with similar initiatives where applicable (-2, -1, 0, 1, 2)	
<input type="checkbox"/>	<u>For new organizations that have NOT received funding:</u> The organization is recognized as a credible, stable organization by other stakeholders in the community.	
The organization is responsive to <i>community needs</i> :		
<input type="checkbox"/>	level of resident leadership and organization (-2, -1, 0, 1, 2)	/
<input type="checkbox"/>	uses multiple community sources in the community for goal setting and the prioritization of actions (-2, -1, 0, 1, 2)	
<input type="checkbox"/>	if organization has already received City of London funding, can demonstrate improved organizational performance consistent with community plans and clear operational procedures (-2, -1, 0, 1, 2)	

5. Sustainability

The organizations *diverse funding base*:

- demonstrates that it has applied to a number of “relevant” funding sources (provincially, federally, locally) showing that the City of London is not to be the sole funder of service/ project (/1)
- identifies partnerships that may cost share in service / project delivery (/1)
- adequate operational reserves and a plan to deal with reserves / surpluses (/1)

The organization can *demonstrate*:

- a sustainability plan to move towards self-sufficiency (/1)
- feasibility of long term sustainability, leadership and institutional support (-2, -1, 0, 1, 2)
- anchor institutions as partners in the community (-2, -1, 0, 1, 2)

/



Western
Research Parks



Today's Agenda

- Western Research Parks Update
- Report on:
 - Stiller Centre
 - London Medical Innovation Network
 - AMP/Fraunhofer Project Centre
- Opportunities and Challenges
- Next Steps



Western Research Parks



Fast Facts

- 70 Hectares.
- 624k sf Commercial/Lab/Flex space.
- 98% Occupancy.
- 95 High-tech tenants.
- 1,607 Knowledge workers.
- Estimated \$112 million contribution to regional economy each year.



Sample Tenant Mix

Anchors	Early Stage	Research Centres	Support Network
Lanxess	Renix	Surface Science	Techalliance
Enbridge	ESS	Fraunhofer	OCE/IRAP
Nova Chemical	PolyAnalytik	NRC	WORLDiscoveries
Worley Parsons	PulseInfoFrame	WindEEE	Propel/LEAP
Curocom	Sernova	Cimtec	UnLondon
Hexicon	BioAmber	Lambton College/BTAC	Local Angels
Atelka	KGK Synergize	Ivey	

Our Vision

Western's Research Parks are world renowned destinations where:

**talent and technology,
industry and invention,
dreams and discoveries,**

**converge to create extraordinary works for the
benefit of our world and our future.**



Our Mission

**To serve as an enabler for
invention, economic growth, employment,
wealth-creation and social good
in the London region.**

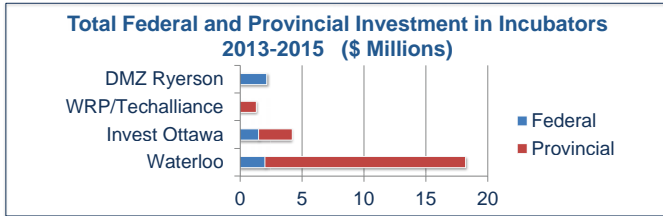
Our Successes

- **35 Graduate Cos. 770 Estimated Jobs Created.**
 - Notable Grads incl: EK3, Voices.com, Enable
- **Western is the 1st University in Canada to be recognized as an IEP University.**
- **Ranked 5th among University Incubators in North America and 2nd in Ontario in 2015.**
- **Ranked among the Top 30 University-based Incubators in the world.**
- **One of only two Self-Sustaining Parks in Canada.**



Creds

- **Western's Executive Commitment.**
- **Park's 2/3 - 1/3 Tenant Formula.**
- **Efficient and effective ESN.**



Public Accounts of Canada, Ontario



THE STILLER CENTRE
FOR TECHNOLOGY COMMERCIALIZATION

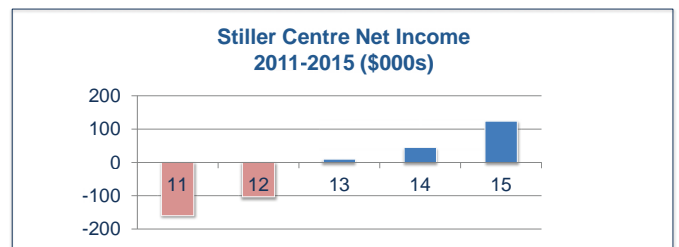


The Turnaround

- **Assumed operations in June 2010.**
- **86% Occupancy in 2010.**
- **Management change in May 2012.**
- **Consolidated support programs under Techalliance.**
- **Reduced overhead.**
- **Improved incubation services.**

The Turnaround

- **Centre now sits at 100% Occupancy.**
- **Centre is financially self-sustainable.**
- **Park is returning City's \$200k in 2017.**





The Network Vision

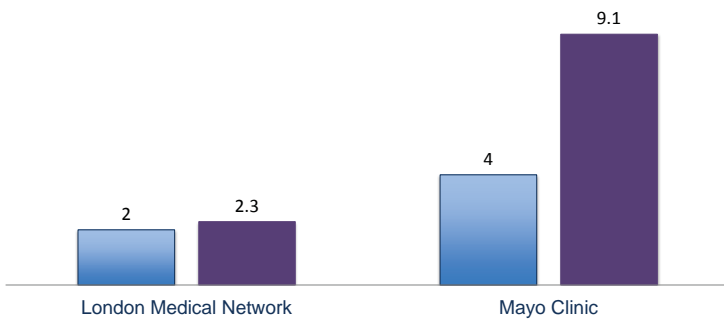
To become a globally renowned leader in convergent medical research, innovation and commercialization initiatives that materially improve the health, wealth and prosperity of our community and the world around us.



The Comparator

Estimated Health Sector Value

■ Jobs (00,000s) ■ Contribution (\$Billion)



The Game Plan

1. Converge London's medical research, clinical and commercialization strengths into a series of team-based Medical Innovation Centres.
2. Co-locate the Centres with industry and entrepreneurs to create commercialization hubs.
3. The 1st Centre, to be located at Western Discovery will focus on:
 - Musculoskeletal and Brain Health

The Returns

- Phase I valued at \$125 million. (12x).
- Nearly 550 new long term jobs in research, industry and early stage companies.
- Estimated \$40 million contribution to local economy annually.
- Nearly \$60 million in indirect employment.
- Medical advances from Phase I alone could help 20 million Canadians and over 1 billion people worldwide suffering from MSK/Brain impediments.



The Team

Governing Council Members (9)

Mr. Frank Angeletti Co-Chair
Mr. Paul Kaplan Co-Chair
Dr. Michael Strong
Dr. David Hill
Mayor Matt Brown
Dr. John Capone
Dr. Gillian Kernaghan
Mr. Murray Glendenning
Mr. Martin Hayward

Operating Team Members

Mr. Paul Paolatto
Ms. Lyndsay Cassidy

Business Advisory Members (6)

Mr. John Drake
Ms. Marilyn Sinclair
Mr. Joaquin Balles
Ms. Laurie Lashbrook
Mr. Alex Weiner
TBD

Scientific Advisory Members (3)

Dr. Jack Bend
Dr. Bhagi Singh
Dr. Jack Gauldie



Progress To-Date

- Initial operating structure established.
- JV Agreements completed and NFP established.
- New Agreement w City approved by GC.
- Western has invested ~\$1.1 million YTD (14 FTEs).
- Additional fundraising underway.
- Research Leader targeting/recruitment underway.
- Industry partner targeting/recruitment underway.
- Project solicitation and implementation underway.



Western
Advanced
Manufacturing Park



AMP/Fraunhofer Project Centre

- 4 Tenants, 30 employees/researchers plus associated staff
- Fraunhofer working with over 40 companies
- Auto OEMs including Ford and General Motors
- Material Suppliers such as Hexion and Laval
- Supporting entire supply chain process
- Automotive, defence, building products, green energy and consumer sectors
- Upcoming CAFE vehicle emission legislation

AMP/Fraunhofer Project Centre

- FPC is centre point of the International Composite Research Centre.
- Fraunhofer Centre has 3 Global first technologies and 3 North American firsts.
- Approved for prototype production capability.
- Research Support from Province and Federal.
- Ongoing support from LEDC.
- Recognized as a National Centre of Excellence.
- Building strong partnerships across Canada and globally.

Other ED Initiatives

- KPMG report shows \$3.1 billion economic impact in London - \$500 million students and visitors.
- Roberts Clinical Trials – 105 staff moving to Downtown London in January – additional staff members will be added through Q1.
- Western is a strong partner in the City of London Economic Roadmap.
- WORLDdiscoveries Asia.
- Innovation Village.

WORLDdiscoveries Asia

- Three offices in Asia.
 - Nanjing, Tanjin, Hong Kong
- 5 FTE's in China.
- 10 material deals executed valued a \$4 million CAD.
- First Joint Venture ever executed between North American University spin-off company and a Chinese multinational.
- Weiming Environmental is the Joint Venture ever to be listed on an Asian Stock Exchange (603568.SS).
- WD Asia now representing 7 Ontario Universities.

Innovation Village

- Provides valuable maker-space and accelerator space for Propel, LEAP clients, student entrepreneurs, start ups and spin-offs, embedded business leaders.
- Serves as an international attraction tool for the world's best and brightest.
- Serves as a statement-piece for London's RD&C Capacity.



Overall Goals

1. **Generate Economic and Social Value.**
2. **Facilitate World-Class RD&C.**
3. **Build the Community's Brand.**
4. **Support with Western and the Community's Research Interests.**

The Parks Game Plan

1. **Maintain Anchor/Incubator Balance.**
3. **Establish Discovery Park as a leading RD&C Centre in Convergent Sciences.**
4. **Establish AMP as the hub for the next generation of manufacturing in Canada.**
5. **Continue to Pursue new Industry Partners.**
6. **Continue to trumpet Tenant Successes.**

Game Plan (continued)

7. **Secure funding for Innovation Village.**
8. **Secure a new home for the Network.**





Western
Research Parks



LONDON

Water and Wastewater & Treatment 2016 Rates



Strategic Priorities & Policy Committee
December 7, 2015




LONDON

Background

- Rate changes typically approved alongside rate supported budgets during the fall
- Alignment with all 4 year budgets
- Delays in rate increases beyond January 1, 2016 will impact revenues required to support expenditure forecasts by about \$400,000/month

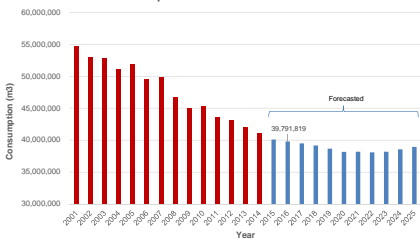
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LONDON

WHAT'S DRIVING THE PROPOSED RATE INCREASES? Consumption

Consumption Trends - 2001 to 2025



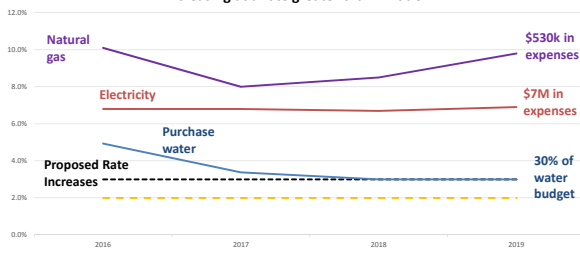
Declining consumption **challenges** our ability to generate sufficient **revenues**. Revenues are currently 37% fixed charges and 63% variable. **Includes offsetting growth...** see recommendations.




LONDON

WHAT'S DRIVING THE PROPOSED RATE INCREASES? Purchase of Water Costs & Energy Prices

Increasing at a rate greater than inflation



4



LONDON

WHAT'S DRIVING THE PROPOSED RATE INCREASES?
Infrastructure Needs
 Infrastructure gap must be managed to an acceptable level

(as of 2013)	Water	Wastewater	Total
Estimated Asset Replacement Value	\$2.7 billion	\$4.0 billion	\$6.7 billion
Current Estimated Infrastructure Gap	\$1.9 million	\$0	\$1.9 million

Updated 2016 Water and Wastewater 20 Year Plans manage the current and future infrastructure gap.

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Our Full Lifecycle Approach to Managing Infrastructure

(Water Example – 2007 dollars)

Legend:
 - Projected Replacement Costs (2016) (Blue bars)
 - Projected Replacement Costs (2015) (Yellow bars)
 - Projected Replacement Costs (2014) (Green bars)
 - Projected Replacement Costs (2013) (Red bars)
 - Projected Replacement Costs (2012) (Orange bars)
 - Projected Replacement Costs (2011) (Light Blue bars)
 - Projected Replacement Costs (2010) (Light Green bars)
 - Projected Replacement Costs (2009) (Light Orange bars)
 - Projected Replacement Costs (2008) (Light Yellow bars)
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 - Projected Replacement Costs (1952) (Light Yellow bars)
 - Projected Replacement Costs (1951) (Light Green bars)
 - Projected Replacement Costs (1950) (Light Blue bars)

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WHAT'S DRIVING THE PROPOSED RATE INCREASES?
Addressing Reserve Funds
 To provide flexibility to accommodate future strategic initiatives

Fund	2015 Projected Ending Balance	Target Balance
Water Reserve Fund	~20	~28
Wastewater Reserve Fund	~25	~40

Provide the financial flexibility to accommodate deficits and fund future strategic investments (e.g. London's Downtown Plan, Rapid Transit, Wastewater Optimization Strategy, Pollution Prevention & Control Plan, Regulatory changes etc.)

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Road to Financial Sustainability - Water

2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
3%	4%	5%	6%	8%	8%	8%	0%	8%	8%	8%	7%	3%

Budget Year	Forecasted Achievement of Inflationary Rate Increases	Additional Information
2010	2015	Original Financial Plan submission
2011	2017	Re-submission of Financial Plan (0% rate increase)
2012	2018	Revised consumption forecast
2013	2018	Consistent with 2012 forecast
2014	2016	New rate structure & technologies
2015	2016	Consistent with 2014 forecast
2016	2016	Financial Sustainability achieved "where future rate increases are at or near inflationary levels based on a combination of the Consumer Price Index and the Construction Price Index with the appropriate use of debt financing, adequate reserve funds and the appropriate investment in capital"

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Road to Financial Sustainability - Wastewater

Year	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Rate Increase	7.4%	11%	9.6%	9%	9%	9%	9%	0%	7%	7%	7%	7%	3%

Budget Year	Forecasted Achievement of Inflationary Rate Increases	Additional Information
2010	2013	Original plan to achieve inflationary-level increases
2011	2016	0% rate increase for 2011
2012	2018	Revised consumption forecast
2013	2018	Consistent with 2012 forecast
2014	2016	New rate structure & technologies
2015	2016	Consistent with 2014 forecast
2016	2016	Financial sustainability achieved

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Future Rate Forecasts

Positioned to achieve inflationary-level rate increases starting in 2016

Past and Projected Future Rate Increases

The 3% rate increases proposed for 2016 are consistent with those forecasted in the last budget cycle with the Water rate increases consistent with its regulatory Financial Plan:

Forecast in Financial Plan	2011	2012	2013	2014	2015	2016	2017	2018	2019 and beyond
Water	0%	8%	8%	8%	8%	3%	3%	3%	3%
Wastewater	0%	8%	8%	8%	8%	3%	3%	3%	3%

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What are Other Municipalities Doing?

Municipality	2016 Water Rate Increase	2016 Wastewater Rate Increase	Status
Hamilton	4.7%	4.7%	Proposed
Kitchener	7.6%	10.8%	Proposed
Toronto	8%	8%	Proposed
Waterloo	3.75%	5.0%	Proposed
Guelph	4%	4%	Approved
London	3%	3%	Proposed

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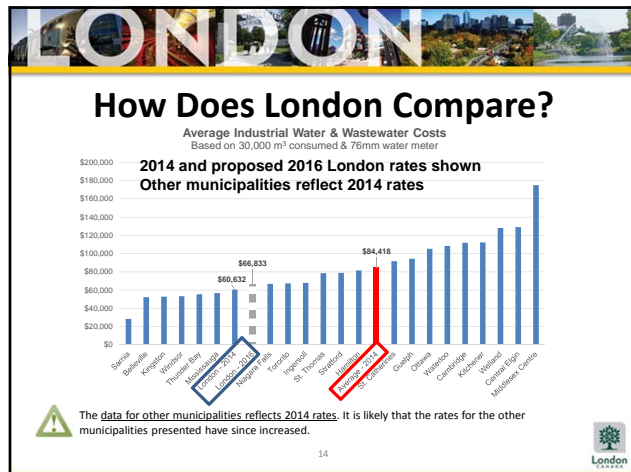
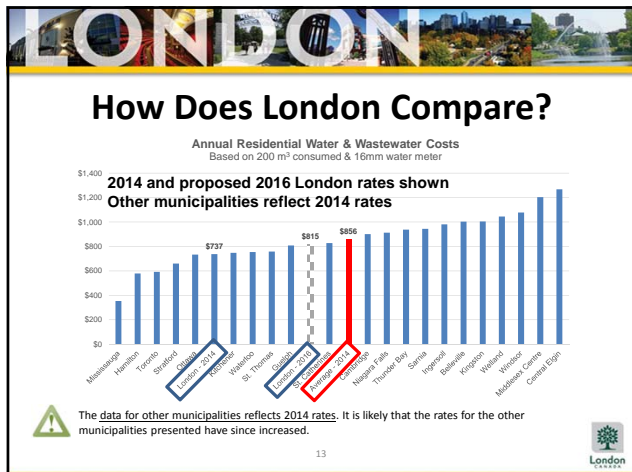
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Impact to the Average Residential Customer

	2015 Budgeted Cost ¹	2015 Forecasted Cost ²	Proposed Increase	2016 Forecasted Cost ²
Water	\$367	\$353	\$10	\$363
Wastewater	\$475	\$462	\$14	\$477
Combined	\$842	\$815	\$24	\$840
Daily Cost	\$2.31	\$2.23	\$0.07	\$2.30

¹ Based on average residential consumption of 171.9 m³ per year
² Based on average residential consumption of 165.4 m³ per year

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Summary

- Increase rates now to maintain revenue stream (\$400,000 / month)
- Rates are not based on the next year budget, but on a long term plan with significant cost drivers
- Proposed rates are the same as projected
- Customer costs are competitive

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SMART CITY STRATEGY



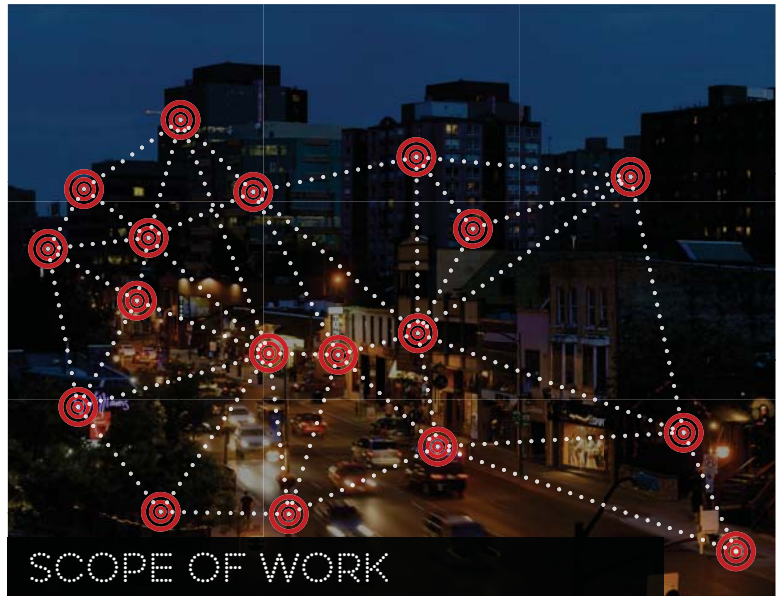
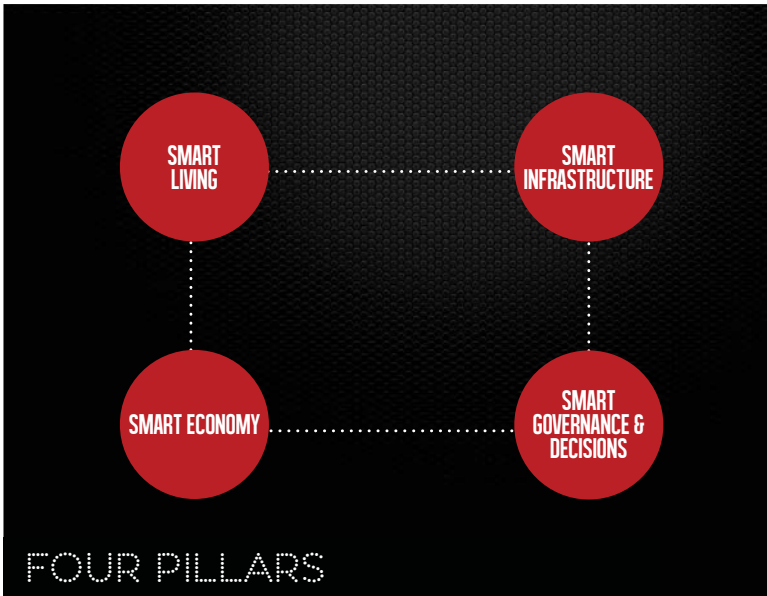
BARCELONA



BOSTON



NASHVILLE





BUDGET

\$75,000	LARG*NET
\$25,000	INFORMATION TECHNOLOGY SERVICES
\$25,000	PLANNING SERVICES
\$125,000	TOTAL

