AGENDA
COMMUNITY AND NEIGHBOURHOODS COMMITTEE

Council Chambers  
Tuesday, 4:00 p.m.  
Second Floor, City Hall  
June 14, 2011

VISION LONDON - LONDON, THE FOREST CITY

We are a caring, responsive community committed to the health and well-being of all Londoners. The actions we take will be socially, environmentally and fiscally responsible so that our quality of life is enhanced and sustained for future generations. Our people, heritage, diverse economy, strategic location, land and resources are our strengths.

MEMBERS OF THE COMMITTEE

Councillor Harold Usher (Chair)  
Councillor Bill Armstrong  
Councillor Matt Brown  
Councillor Stephen Orser  
Councillor Paul Van Meerbergen  
Heather Lysynski (Secretary)

Mayor Joe Fontana (ex-officio)

PART 1  DISCLOSURES OF PECUNIARY INTEREST

PART 2  SCHEDULED ITEMS

4:00 p.m.  Consent Items #1 to #12

4:10 p.m.  DELEGATION - Councillor D. Henderson – Salt Pool Drainage  
COMMUNICATION #20

4:20 p.m.  DELEGATION – C. Wagg, Child Care Advisory Committee – Child Care Occupancy Report  
COMMUNICATION #13

4:35 p.m.  DELEGATION - Director, Neighbourhoods and Children Services – Barriers and Challenges and Accessing Child Care in London.  
COMMUNICATION #27

4:45 p.m.  DELEGATION – Executive Director, Community Services – 2010 Homelessness/CARES  
COMMUNICATION #28

5:00 p.m.  DELEGATION – Director of Parks and Recreation – Golf Task Force Report  
COMMUNICATION #21

5:15 p.m.  DELEGATION – R. Warden, Chairperson, London Celebrates Canada – London Celebrates Canada.

7:00 p.m.  DELEGATION – Director, Environmental Programs and Solid Waste – Expanding the Scope of Animal Welfare Initiatives as Part of the City’s Animal Services Program  
COMMUNICATION #25

7:30 p.m.  PUBLIC PARTICIPATION MEETING – Director, Environmental Programs and Solid Waste – Answers to Initial Questions – Possible Elimination of Plastic Bags as a Recycling Container  
COMMUNICATION #24

7:40 p.m.  D. Douglas, President, Vision Quest Environmental Strategies Corp.
PART 3

CONSENT ITEMS


(Secretary’s Note: A copy of the Dearness Home Newsletter - June 2011 is enclosed in Council member’s envelopes with a copy for viewing in the City Clerk’s Office.)


7. Director, Environmental Programs and Solid Waste – Purchase of Large Capacity Blue Boxes.

8. Director of Neighbourhood and Children’s Services – Age Friendly London.

(Secretary’s Note: A copy of the Age Friendly London Report - is enclosed in Council member’s envelopes with a copy for viewing in the City Clerk’s Office.)


PART 4

ITEMS FOR DIRECTION


16. City Clerk – Accessibility Advisory Committee Annual Empowerment and Action Day.

17. Councillor P. Hubert – Vital Services By-law.


19. (a) Councillor S. Orser – Taxi and Limo Compliance Initiative Occurrence – Friday, May 27, 2011 Taxi cab and Limousine By-law Safety Changes; and,

(b) Councillor S. Orser – Enquiry Taxi and Limo Compliance Initiative Occurrence- Friday, May 27, 2011

21. Executive Director, Community Services Department – *Municipal Golf Task Force Recommendations.*

22. Director of Building Controls and Chief Building Official – *Adult Live Entertainment Parlour – Royal Lancaster.*


24. (a) Director, Environmental Programs and Solid Waste – *Answers to Initial Questions – Possible Elimination of Plastic Bags as a Recycling Container;*

(b) J. Kemp, 1831 Dalmagarry Rd – *Proposed Changes to Recycling Rules,*

(c) C. Clemance, 18 Adswood Place – *Proposed Recycling Changes; and,*

(d) P. & L. Templeton, 57 Trillium Crescent - *Eliminating Plastic Bags as a Recycling Container.*

25. Director, Environmental Programs and Solid Waste – *Expanding the Scope of Animal Welfare Initiatives as Part of the City’s Animal Services Program.*

26. Director, Environmental Programs and Solid Waste – *Overview of Policies and By-laws From Other Municipalities that Deal with Backyard Chickens.*

27. Director of Neighbourhood and Children’s Services – *Barriers and Challenges in Accessing Child Care in London.*


29. R. Butler, 497 McMahon Street – *Superstore Concerns.*

30. S. Hunniford, 721 Elizabeth Street – *Traffic Concerns Piccadilly and Elizabeth Street.*


32. Wendi Redman, Community Clothing Centre – *Clothing Donation Bins.*

**PART 5**

**DEFERRED MATTERS**

(not attached to this agenda)

**PART 6**

**CONFIDENTIAL**

(no confidential items on this agenda)
4TH REPORT OF THE
COMMUNITY SAFETY & CRIME PREVENTION
ADVISORY COMMITTEE

Meeting held on May 26, 2011, commencing at 12:22 p.m.


I YOUR COMMITTEE REPORTS:

1. (4) That the Community Safety & Crime Prevention Advisory Committee (CSCP) heard a verbal presentation and received the attached communication from M. Elmadhoon, Manager, Traffic Engineering and Transportation Planning, with respect to Book 15: Pedestrian Crossing Facilities, Ontario Traffic Manual. The CSCP asked the Civic Administration to undertake the following actions with respect to this matter:

   (a) advise the CSCP of any changes during the Pilot Project; and,

   (b) pursuant to the Municipal Council direction with respect to all Civic Departments including the CSCP in all consultations related to crime prevention and safety matters, prior to the finalization of a project, the CSCP receive an update related to the pilot project.

2. (5) That the Community Safety & Crime Prevention Advisory Committee (CSCP) postponed the delegation from R. Fair, Executive Director, Community Services and S. Whittal, Integrated Vice-President, Mental Health Services, with respect to the mental health facility at Parkwood Hospital, until September 23, 2011, when Ms. Whittal is available to attend.

3. (7) That the Community Safety and Crime Prevention Advisory Committee (CSCP) approved the expenditure of $3,000.00 for the London Safety Patrollers Annual Trip to the Toronto Jamboree; it being noted that that CSCP has sufficient funds in its 2010 budget for this expenditure.

4. (Add) That the Community Safety & Crime Prevention Advisory Committee (CSCP) held a general discussion with respect to people riding their bicycles on the sidewalk. The CSCP indicated that, in its original recommendation that parents with young children be allowed to ride on the sidewalk, not everyone under the age of 18. The CSCP noted that there was a public meeting held at City Hall on Tuesday, May 24, 2011 related to this matter, and requested an update from Staff with respect to this.

5. (Add) That the Community Safety & Crime Prevention Advisory Committee was advised by its Members of the following community events:

   (a) the Children’s Safety Village its annual birthday party;

   (b) the Neighbourhood Watch London Neighbours Night Out;

   (c) the Neighbourhood Watch London Open House;

   (d) the annual run in memory of Elizabeth Reurink;

   (e) the London Strengthening Neighbourhoods Transportation Sub-Committee meeting; and,

   (f) the London Strengthening Neighbourhoods Safety Sub-Committee meeting.
6. That the Community Safety & Crime Prevention Advisory Committee received and noted the following:

(a) (1) the 2nd and 3rd Reports of the Community Safety & Crime Prevention Advisory Committee from its meetings held on March 24 and April 28, 2011, respectively;

(b) (2) a Municipal Council resolution adopted at its meeting held on April 4, 2011 with respect to Advisory Committee appointments;

(c) (3) a Municipal Council resolution adopted at its meeting held on April 18, 2011 with respect to the request for Staff Non-Voting Resource Members to attend meetings; and,

(d) (6) a communication dated March 28, 2011 from G. Fowler with respect to pedway signage.

7. That the Community Safety & Crime Prevention Advisory Committee will hold its next meeting on June 23, 2011.

The meeting adjourned at 1:40 p.m.
ONTARIO TRAFFIC MANUAL

Foreword

The purpose of the Ontario Traffic Manual (OTM) is to provide information and guidance for transportation practitioners and to promote uniformity of treatment in the design, application and operation of traffic control devices and systems across Ontario. The objective is safe driving behaviour, achieved by a predictable roadway environment through the consistent, appropriate application of traffic control devices. Through Book 15, the intent is to also provide a roadway environment that provides for a more walkable and safer pedestrian roadway environment. Further purposes of the OTM are to provide a set of guidelines consistent with the intent of the Highway Traffic Act and to provide a basis for road authorities to generate or update their own guidelines and standards.

The OTM is made up of a number of Books, which are being generated over a period of time, and for which a process of continuous updating is planned. Through the updating process, it is proposed that the OTM will become more comprehensive and representative by including many traffic control devices and applications appropriate for municipal use, in addition to those for highway use. Some of the Books of the OTM are new, while others incorporate updated material from the Ontario Manual of Uniform Traffic Control Devices (MUTCD) and the King’s Highway Guide Signing Policy Manual (KHGSPM).

The Ontario Traffic Manual is directed to its primary users, traffic practitioners. The OTM incorporates current best practices in the Province of Ontario. The interpretations, recommendations and guidelines in the Ontario Traffic Manual are intended to provide an understanding of traffic operations and they cover a broad range of traffic situations encountered in practice. They are based on many factors which may determine the specific design and operational effectiveness of traffic control systems. However, no manual can cover all contingencies or all cases encountered in the field. Therefore, field experience and knowledge of application are essential in deciding what to do in the absence of specific direction from the manual itself and in overriding any recommendations in this Manual.

The traffic practitioner’s fundamental responsibility is to exercise engineering judgment and experience on technical matters in the best interests of the public and workers. Guidelines are provided in the OTM to assist in making those judgments, but they should not be used as a substitute for judgment.

Design application and operational guidelines and procedures should be used with judicious care and proper consideration of the prevailing circumstances. In some designs, applications, or operational features, the traffic practitioner’s judgment is to meet or exceed a guidelines while in others a guidelines might not be met for sound reasons, such as space availability, yet still produce a design or operation which may be judged to be safe. Every effort should be made to stay as close to the guidelines as possible in situations like these, and to document reasons for departures from them.
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November 2010

Signed Copies are available in the City Clerk's Office

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4TH REPORT OF THE
LONDON HOUSING ADVISORY COMMITTEE

Meeting held on May 11, 2011, commencing at 12:15 p.m.

PRESENT: B. Sexsmith (Chair), K. Butler, D. Drennan, J. Malkin, D. Peckham, P. Stewart and S. Trosow and B. Mercier (Secretary).

ALSO PRESENT: J. Browne, S. Giustizia, M. Hardy-Trevenna and D. Stolarski.

REGRETS: M. Connoy and G. Matthews.

I YOUR COMMITTEE REPORTS:

1. (3) That the London Housing Advisory Committee (LHAC) received and noted a Municipal Council resolution adopted at its meeting held April 4, 2011 with respect to the continued support for the ongoing implementation plan of the London Strengthening Neighbourhoods Strategy. The LHAC asked its Chair to communicate with the Director of Neighbourhood and Children Services, with respect to the inclusion of such matters as the rehabilitation of neighbourhoods, abandoned commercial properties, older homes and a “living wage” in the implementation of the Strengthening Neighbourhoods Strategy, noting that the LHAC feel that these issues are all related to housing matters.

2. (4) That the London Housing Advisory Committee (LHAC) received and noted a Municipal Council resolution adopted at its meeting held April 4, 2011 with respect to the extension of the current advisory committee appointments to November 30, 2011; it being noted that the LHAC asked its Chair to convey the above-noted extension to its Members not in attendance.

3. That the London Housing Advisory Committee (LHAC) noted and filed the following:

3rd Report of the LHAC

(a) (1) the 3rd Report of the London Housing Advisory Committee from its meeting held on March 9, 2011;

2nd Report of the CHLC

(b) (2) the 2nd Report of the Council Housing Leadership Committee from its meeting held on April 12, 2011;

(c) (5, 6) Notices, dated April 6, 2011, from C. Smith, Planner II, with respect to applications submitted by Dr. Carole Orchard (UWO) relating to the properties located at 931-1127 Southdale Road East, 551-605 Millbank Drive, 1-34 Barberry Court, 35-48 Ivy Court, 49-81 Vinewood Court and 82-100 Primrose Court;

LSTAR – April Sales Down

(d) (7) a News Release, dated May 2, 2011, from the London St. Thomas Association of Realtors®, with respect to low home sales in April;

LSTAR – Local Realtors® Celebrate 75th Anniversary

(e) (8) a News Release, dated April 26, 2011, from the London St. Thomas Association of Realtors®, with respect to local Realtors® celebrating its 75th anniversary;

CMHC – London Home Starts

(f) (9) a communication, dated April 8, 2011, from Canada Mortgage and Housing Corporation, with respect to London’s lower home starts in March; and,

London Homeless Coalition

(g) (10) a communication, dated April 15, 2011, from the London Homeless Coalition, with respect to its Soup n’ Bread Day.

Next Meeting

4. That the next meeting of the London Housing Advisory Committee (LHAC) will be held on July 13, 2011.

The meeting adjourned at 1:04 p.m.
5TH REPORT OF THE 
LONDON DIVERSITY & RACE RELATIONS 
ADVISORY COMMITTEE

Meeting held on April 21, 2011, commencing at 12:07 p.m.

PRESENT:  M. Edwards (Chair), N. Buteau, S. Kassam, U. Shabazz, P. Shanahan and I. Silver and H. Lysynski (Secretary).

ALSO PRESENT:  R. Howse, K. Husain, R. Hussain, C. Keller, L. Kowalchuk, J. Robinson and D. Stolarski.


I  YOUR COMMITTEE REPORTS:

Chair’s Update 1.  The Chair expressed appreciation to the LDRRAC Members who attended the London Race Relations Recognition Awards presentation; noting that all the Award Recipients were in attendance for the presentation.

Community Updates 2.  That the London Diversity & Race Relations Advisory Committee was advised of community updates by its members.

Communications & Public Relations Sub-Committee 3.  (A,7) That the London Diversity & Race Relations Advisory Committee (LDRRAC) heard a verbal presentation from D. Stolarski, Chair, Communications & Public Relations Sub-Committee and received communications dated April 1 and April 13, 2011 from E. Assaf, Across Languages, with respect to the potential translation of the LDRRAC brochure into Dutch, Portuguese and Italian.  The LDRRAC asked D. Stolarski to provide clarification of the 2006 Canada Census Statistics relating to “Non-Official Language” and “Total Languages spoken most at home”.

Education Sub-Committee 4.  (B) That the London Diversity & Race Relations Advisory Committee (LDRRAC) heard a verbal presentation from B. Howse, Chair, Education Sub-Committee and received the Sub-Committee notes from the March 22 and April 5 meetings, as well as the attached communication with respect to hosting a breakfast meeting.  The LDRRAC asked the Education Sub-Committee to further discuss the details of the proposed breakfast meeting.

Policy & Planning Sub-Committee 5.  (C) That the London Diversity & Race Relations Advisory Committee (LDRRAC) was advised by P. Shanahan, Chair, Policy & Planning Sub-Committee, that V. McAleaMajor will be present at the May 19, 2011 LDRRAC
meeting to provide a demonstration of the HireDesk program that the City is implementing in the recruitment process.

Finance and Resource Sub-Committee

6. (E) That the London Diversity & Race Relations Advisory Committee was advised by its Committee Secretary that the 2011 LDRRAC budget allocation in the amount of $5,357 has been approved.

London Race Relations Recognition Awards

7. (4,5) That the London Diversity & Race Relations Advisory Committee (LDRRAC) held a general discussion with respect to the London Race Relations Recognition Awards. The LDRRAC approved the expenditure of $90.75 for the refreshments provided at the reception prior to the Award ceremony.

Provincial Volunteerism Award

8. (Add) That the London Diversity & Race Relations Advisory Committee was advised that K. Husain received a 2011 June Callwood Outstanding Achievement Award for Volunteerism.

9. That the London Diversity & Race Relations Advisory Committee received and noted the following:

4th Report of the LDRRAC (a) (1) the 4th Report of the London Diversity & Race Relations Advisory Committee from its meeting held on March 17, 2011;

(b) (2) a Municipal Council resolution adopted at its meeting held on April 4, 2011 with respect to the current review of Advisory Committees and the extension of current appointments to November 30, 2010;

(c) (3) a communication from Dr. E. Hoskins, Minister of Citizenship and Immigration with respect to the Lincoln M. Alexander 2011 Awards; it being noted that LDRRAC Members were encouraged to submit nominations for the Award; and,

(d) (6) a communication from Acting Inspector C. Olson, Calgary Police Service, Community & Youth Services with respect to a 2011 Diversity Conference being held in Calgary.

2011 Diversity Conference

Next Meeting

10. That the London Diversity & Race Relations Advisory Committee will hold its next meeting on May 17, 2010.

The meeting adjourned at 1:20 p.m.
6TH REPORT OF THE
LONDON DIVERSITY & RACE RELATIONS
ADVISORY COMMITTEE

Meeting held on May 19, 2011, commencing at 12:05 p.m.

PRESENT: M. Edwards (Chair), N. Buteau, S. Kassam, P. Shanahan, I. Silver and M. Singeris and H. Lysynski (Secretary).


1 YOUR COMMITTEE REPORTS:

Community Updates

1. That the London Diversity & Race Relations Advisory Committee was advised of the following community updates by its members:

(a) the Annual General Meeting of the London-Middlesex Housing Corporation to be held on June 23, 2011;

(b) a Mad Hatter Garden Party to be held at Woodholme (Lawson Estate) on Saturday, May 28, 2011;

(c) Dorothy Stolarski received the Green Umbrella Award from the Urban League, for community development related to her work with Friends of Meadowlily, on June 16, 2011;

(d) the Council for London Seniors’ Annual Multicultural Picnic to be held on July 13, 2011 in Victoria Park;

(e) the Council for London Seniors Provincial Candidates Forum to be held on September 8, 2011, at the Kiwanis Centre;

(f) a North-East Community Market to be held one Saturday a month between May and September at the Kipps Lane Plaza;

(g) Westminster Gets In Motion, a pilot project of London Strengthening Neighbourhoods, was held on May 14, 2011;

(h) a South-East Outdoor Market (Adelaide Street & Southdale Road) to be held weekends in June, 2011 as part of the healthy eating, healthy living initiatives of the Child & Youth Network;
(i) Pat was contacted by A-Channel for an interview with respect to racist graffiti that was painted on a school in East London;

(j) the attached Diversity Matters brochure have recently been developed by the London Police Services;

(k) Michelle Edwards attended a Citizenship Ceremony and encouraged Members to attend a future ceremony; and,

(l) a Brassroots Concert will be held at St. James Church, in Wortley Village, on Saturday, May 21, 2011.

Communications & Public Relations Sub-Committee

2. (A) That the London Diversity & Race Relations Advisory Committee (LDRRAC) approved the expenditure of $429.40 for the translation of the LDRRAC brochure into Portuguese and Italian; it being noted that the LDRRAC heard a verbal presentation from D. Stolarski, Chair, Communications & Public Relations Sub-Committee, with respect to this matter.

Education Sub-Committee

3. (B) That the London Diversity & Race Relations Advisory Committee postponed consideration of Education Sub-Committee items to its next meeting when B. Howse, Chair, Education Sub-Committee, can be in attendance.

Finance & Resource Sub-Committee

4. (D) That the London Diversity & Race Relations Advisory Committee was advised that it has $5,266.25 remaining in its 2011 Budget.

Nominations Sub-Committee

5. (E) That the London Diversity & Race Relations Advisory Committee was advised by M. Edwards that she has been advised by various recipients of the Race Relations Recognition Award that they appreciated receiving the Award.

Strategic Priorities and HireDesk

6. That the London Diversity & Race Relations Advisory Committee heard a verbal presentation from V. McAle Major, Chief Human Resources Officer, with respect to the City of London’s human resources strategic priorities and the HireDesk program.

Public Information

7. (Add) That the London Diversity & Race Relations Advisory Committee expressed its concern with respect to their personal information being posted on the City of London website.

8. That the London Diversity & Race Relations Advisory Committee received and noted the following:

5th Report of the LDRRAC

(a) (1) the 5th Report of the London Diversity & Race Relations Advisory Committee from its meeting held on April 21, 2011;
Canada’s Citizenship Award 2011

(b) (2) a communication dated April 8, 2011 from R. Baker, Registrar of Canadian Citizenship, with respect to Canada’s Citizenship Award 2011; and,

Resignation of B. Young

(c) (3) a communication dated April 29, 2011 from B. Young resigning from the London Diversity & Race Relations Advisory Committee.

Next Meeting

9. That the London Diversity & Race Relations Advisory Committee will hold its next meeting on June 16, 2011.

The meeting adjourned at 1:52 p.m.
BIAS-FREE POLICING

As a provider of policing services to the public and as an employer, the London Police Service is committed to maintaining a non-discriminatory workplace for all its personnel to ensure the organization is free of bias and reflects the diversity of the community. The London Police Service shall maintain a respectful and cooperative relationship with all communities, recognizing their unique differences, thereby fostering the kind of community support that is essential for effective policing. Accordingly, the London Police Service supports the principles of equity and fairness embodied in:

- The Canadian Charter of Rights and Freedoms
- The Canadian Bill of Rights
- The Canadian Human Rights Act
- The Ontario Human Rights Code
- The Police Services Act
- The London Police Declaration of Concern and Intent
- The London Police Service Workplace Diversity Statement

OFFICE OF INDEPENDENT POLICE REVIEW DIRECTOR (OIPRD)

The Office of the Independent Police Review Director (OIPRD) opened on October 19, 2009. The OIPRD is an arms-length agency of the Ontario Ministry of the Attorney General, staffed entirely by civilians. The OIPRD is accountable to the Attorney General, but the Independent Police Review Director is responsible for day-to-day decisions. This means their decisions are independent, and they are separate from the government, the police and the community. The OIPRD’s goal is to provide an objective, impartial office to accept, process and oversee the investigation of public complaints against Ontario’s police. In some cases the OIPRD will also investigate a public complaint.

Office of the Independent Police Review Director
655 Bay Street, 10th Floor
Toronto, Ontario
M7A 2T4
Toll-free phone: 1-877-411-4773
Local phone: 416-246-7071
TTY: 1-877-414-4773
Toll-free fax: 1-877-415-4773
Local Fax: 416-327-8332
OIPRD@ontario.ca

HUMAN RIGHTS

Ontario’s Human Rights Code, the first in Canada, was enacted in 1962. The Code protects people in Ontario against discrimination in employment, accommodation, goods, services and facilities, and membership in vocational associations and trade unions.

There are fifteen grounds of discrimination under the Code: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy), sexual orientation, disability, age (16 and over, and 16 and over in occupancy of accommodation), marital status (including same-sex partners), family status, receipt of public assistance (in accommodation only) and record of offences (in employment only).

The Human Rights Tribunal of Ontario deals directly with all claims of discrimination filed under the Human Rights Code. The Tribunal resolves applications using mediation or adjudication. The Tribunal can be contacted at 416-326-1312 or 1-866-598-0322.

The Human Rights Legal Support Centre offers legal services to individuals throughout Ontario, who believe they have experienced discrimination. The Centre can be contacted at 416-314-6266 or 1-888-625-5179.

The Human Rights System can also be accessed by telephone at:

- Local: (416) 326-9511
- Toll Free: 1-800-387-9080
- TTY (Local): (416)-326-0603
- TTY (Toll Free) 1-800-308-5561

DIVERSITY OFFICER

The London Police Diversity Officer is responsible for establishing connections with our diverse communities to build positive relationships and promote mutual understanding. The Diversity Officer also facilitates internal training and education in the area of workplace diversity, human rights, equity and inclusivity. The Diversity Officer closely monitors all hate related investigations which are handled by the Hate Crime Unit – Criminal Investigation Division 519.661.5674.

Your Diversity Officer is:

Const. Marcel Marcellin
Human Resources Branch
Corporate Service Division
Office: 519.660.5812
Cell: 519.673.2691
Email: mmarcellin@police.london.ca

DIVERSITY MATTERS

“The London Police Service is committed to the inclusive principles of diversity. With an emphasis on community partnerships, we will continually strive to become leaders in maximizing the potential of diverse talent. We will encourage collaborative success and an atmosphere of innovation through the support and acknowledgement of the unique perspectives of our employees. We will embrace the challenges of change through education to create an inclusive work environment which promotes equality, fairness, and respect. Our commitment to diversity is our commitment to the community.”

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DIVERSITY RECRUITING

The Diversity Officer works closely with members of the Human Resources Branch to maximize opportunities for recruiting diverse talent in order to be representative of the community we serve. Acknowledging and working to remove barriers that exist for some members of our diverse community will also remain a high priority to ensure the principles of equity and inclusion are upheld. Many new commitments have been made within our diverse community to engage under-represented groups to consider the London Police Service as an employer of choice. Part of the diversity recruiting initiative is the “Diverse Applicant Mentoring” program, which seeks to provide guidance to newcomers in under-represented groups through the preparation, application process.

For more information about how to become a Police Officer visit: www.police.london.ca or call our recruiting office at 519-661-5660.

PUBLIC EDUCATION

The Diversity Officer is responsible for delivering newcomer orientations for recent immigrants, which include information on Canadian law and Police procedures. The presentations are delivered at various settlement service agencies, libraries and educational institutions. The newcomer outreach program includes a guide to police services in London, which is also a useful tool for new Canadians. As a cultural resource for educational institutions and the community in general, the Diversity Officer also provides lectures and presentations on various topics including; LGBT Awareness, Native Awareness, Black History Month, Bullying, Hate Crimes, Diversity and Multiculturalism.

MULTI-FaITH CHAPLAINCY

In a multicultural and religiously pluralistic society, the London Police Service, Multi-Faith Chaplaincy endeavours to unite our community beyond religious affiliations to create an appreciation for our shared humanity. Our Multi-Faith Chaplaincy provides a pastoral presence for members of the Police Service through spiritual guidance and support. In addition, our Chaplains serve as a vital resource to assist with community relations, invocations, and benedictions at formal events.

YOUTH IN POLICING INITIATIVE (YIPI)

The YIPI program is a provincially funded initiative which provides opportunities for youth from diverse backgrounds to interact with Police in a positive manner, while learning fundamental life-skills. The program seeks to provide a safe and positive summer employment opportunity for youth who reside in at-risk communities and are reflective of the cultural diversity of the community.

POLICE ETHNIC AND CULTURAL EXCHANGE (PEACE)

The objectives of the PEACE Program are to reinforce and develop important life-skills of the participants through exposure and instruction from members of the London Police Service. These skills include: effective communication, self-motivation, team-work, responsibility and dedication to the community, and the importance of being a positive role model. Furthermore, the program participants observe and assist in various aspects of policing to enhance their understanding of the role of the police in the community.

POLICE SPECIFIC – SPECIALIZED LANGUAGE TRAINING

In partnership with Thames Valley District School Board, Wokhaqle Adult Education and other community partners, a Police specific specialized language training program for new immigrants was developed. The program seeks to assist new immigrants in obtaining the necessary language skills to successfully compete for employment in law enforcement professions.

INTERPRETIVE LANGUAGE DECALS

The London Police Service patrol vehicles display “interpretive language” decals, which when translated reads, “POLICE” in five different languages; Arabic, Persian, Vietnamese, Chinese (Cantonese/Mandarin), and Polish. The languages were chosen based on the top 5 immigrant groups in London (except Spanish as “police” is very similar to police). This is a symbolic outreach initiative designed to create an inclusive and welcoming atmosphere for newcomers. The decals are located on the rear quarter panel of the patrol vehicles.

“I SPEAK” TRANSLATION CARDS

The “I Speak” translation card is intended to assist London Police Service members in determining the language spoken by a citizen in order to identify the appropriate interpreter required.

CITIZENSHIP COURT

In partnership with Citizenship and Immigration Canada, the Diversity Officer regularly participates in the ceremonies for the Court of Canadian Citizenship by formally welcoming new Canadians to our community. In many cases, this is the first contact that new Canadians have with the London Police Service. Ceremonies usually take place at the Office of Canadian Citizenship twice a month throughout the year.

REPORT HOMOPHobic VIOLENCE PERIOD (RHVP)

The London Police Service has embarked on an initiative to address the under-reporting of hate crimes in LGBT community. RHVP consists of two separate and distinct concepts - raising awareness of LGBT hate crimes and anonymous reporting.

Raising awareness of hate crimes specifically targeted at the LGBT community will be focused at elementary, secondary and post-secondary institutions, as well as social services providers and community agencies. The anonymous reporting is facilitated through London Crime Stoppers. The procedure for RHVP anonymous reporting is as follows:

If you are a victim or witness to a hate motivated incident or crime, and wish to report it to the London Police Service anonymously, you can submit a tip online with WEBTIPS. WEBTIPS is an electronic service that is completely secure and allows for optional follow-up communication. This service is available in English, French and Spanish. To submit a tip online go to www.londoncrimestoppers.com and click on the “submit a tip online” icon.

In light of the recent international increase of LGBT related bullying and suicide occurrences, The London Police Service has included the LGBT Suicide Prevention Guide as part of the RHVP program.
5TH REPORT OF THE
ACCESSIBILITY ADVISORY COMMITTEE

Meeting held on May 26, 2011, commencing at 3:00 p.m.

PRESENT: B. Ryan (Chair), M. Anderson, C. Bailey, K. Bogema, M. Dawthorne, R. MacLachlan, B. Quesnel and A. Rinn and B. Mercier (Secretary).


REGRETS: A. Tankus.

I  YOUR COMMITTEE REPORTS:

Policy Development Sub-committee

1. (A) That the Accessibility Advisory Committee (ACCAC) heard a verbal report from A. Rinn, on behalf of the Policy Development Sub-committee; the ACCAC was advised of the following:

(a) the Sub-committee will be looking into the parking policies from other cities with respect to by-laws on the number of accessible parking spots required at malls, etc.; and,

(b) the Facilities Accessibility Design Standards (FADS) are due to be updated in 2012.

Education Sub-committee

2. (B) That the Accessibility Advisory Committee (ACCAC) reviewed and received a report from the April 13, 2011 meeting of the Education Sub-committee and received the attached sponsorship contact information from R. MacLachlan, relating to the 2011 Empowerment and Action Day Conference to be held on October 19, 2011. The ACCAC was advised that M. Dawthorne will be forwarding a list of ACCAC’s website priorities to the Membership for its input and comment.

Transportation Sub-committee

3. (C) That the Accessibility Advisory Committee (ACCAC) heard a verbal report from B. Quesnel, on behalf of the Transportation Sub-committee. The ACCAC was advised of a City Hall occurrence resulting in a barrier at the Paratransit drop-off spot, where access was blocked due to construction; it being noted that the ACCAC asked that City Clerk look into this issue to determine how restricted access to City Hall can be resolved in future.

Non-Visible Disabilities Sub-committee

4. (E) That the Accessibility Advisory Committee (ACCAC) reviewed and received a report from the May 9, 2011 meeting of the Non-Visible Disabilities Sub-committee.
5. (4) That the Accessibility Advisory Committee (ACCAC) reviewed and received a communication and heard a verbal report from R. MacLachlan, with respect to a Workshop hosted by Accessibility Experts Ltd. on the Integrated Standards update to be held on May 25, 2011 in the Town of Aurora. The ACCAC noted that once the Integrated Standards are official and the Province of Ontario, Accessibility Directorate offers a similar workshop, the City of London should consider hosting one.

6. (Added) That the Accessibility Advisory Committee (ACCAC) asked that the matter of ACCAC’s participation in the upcoming Car-Free Day be put on its next agenda for further discussion.

7. (Added) That the Accessibility Advisory Committee (ACCAC) heard a verbal report from its Chair with respect to the City of London’s appreciation reception for advisory committee members, held on May 25, 2011. The ACCAC asked that the Chair write a letter of appreciation to the Mayor, on behalf of the ACCAC.

8. (Added) That the Accessibility Advisory Committee (ACCAC) heard a verbal update from B. Ryan, with respect to the Regional Forum Directorate, noting that the City of London was acknowledged as one of the leaders in accommodating persons with disabilities.

9. (Added) That the Accessibility Advisory Committee (ACCAC) heard a verbal report from B. Ryan, with respect to Bill 23, *Enhancing the Ability of Income Support Recipient to be Financially Independent Act, 2010*, and asked that the website link be forwarded to the ACCAC Members for its information.

10. That the Accessibility Advisory Committee (ACCAC) was advised of the following community event announcements from its Members:

   - Independent Living Centre – ‘Wheel/Walk-a-Thon’ - Come Walk with Me for Independence;
   - London Bicycle Festival;
   - Boyle Community Centre – LTC Strengthening Neighbourhood Strategy; and,

11. That the Accessibility Advisory Committee (ACCAC) received and noted the following:

    (a) (1) the 4th Report of the Accessibility Advisory Committee from its meeting held on April 28, 2011;
ACCAC -3-

Adoption of FADS Document – Collingwood Accessibility Advisory Committee

(b) (2) a communication, dated May 5, 2011, from B. Campbell, Division Manager, Facilities Design and Construction, with respect to the adoption of the Facilities Accessibility Design Standards (FADS) by the Collingwood Accessibility Advisory Committee, as a design aid and guide;

ACCAC Resignation – J. Andruchow

(c) (3) a communication, dated May 1, 2011, form J. Andruchow, with respect to her resignation from the Accessibility Advisory Committee; it being noted that the ACCAC expressed thanks to Ms. Andruchow for her contribution to the ACCAC; and,

Ministry of Community and Social Services – Implementation of the Online Application for Social Assistance

(d) (5) a communication, dated May 4, 2011, from P. Steckenreiter, Regional Director South West Region, Ministry of Community and Social Services, with respect to the implementation of an online application for Social Assistance.

Next Meeting

12. That the next regular meeting of the Accessibility Advisory Committee will be held on Thursday, June 22, 2011 at 3:00 p.m.

The meeting adjourned at 4:24 p.m.
Signed Copies are available
TO:  
CHAIR AND MEMBERS  
COMMUNITY AND NEIGHBOURHOODS COMMITTEE  
MEETING ON TUESDAY, JUNE 14, 2011

FROM:  
JAY STANFORD  
DIRECTOR, ENVIRONMENTAL PROGRAMS & SOLID WASTE

SUBJECT:  
OUTCOME OF REQUEST FOR PROPOSAL 11-01  
RESIDENTIAL WASTE MANAGEMENT COLLECTION SERVICES

---

RECOMMENDATION

That on the recommendation of the Director, Environmental Programs & Solid Waste:

1. The proposal submitted by Miller Waste Systems Inc., 8050 Woodbine, ON L3R 2N8 for the collection of recyclables, garbage, yard materials and fall leaves from a portion of the City for a four (4) year and (1) month period, with the option for the City to renew for an additional one (1) year period, HST extra, BE ACCEPTED, it being noted that the projected expenditure for the first year of the contract is $730,000 (plus HST);

2. That the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and

3. Approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval.

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PREVIOUS REPORTS PERTINENT TO THIS MATTER

There are no previous reports.

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BACKGROUND

Purpose

The purpose of this report is to award a multi-year (four years and one month) contract for the collection of recyclables, garbage, yard materials and fall leaves from a portion of the City in accordance with the City’s Procurement of Goods and Services Policy.

The contract is for areas currently collected by Waste Management and whose contract ends October 31, 2011. The recycling portion of the contract covers 17,000 households in defined areas across London. Garbage, yard materials and fall leaves are from about 4,400 households located in the area that was annexed by the City in the early 1990s (e.g., Lambeth).

Purchasing Process:

A Request for Proposal for the Residential Waste Collection Services was issued March 11, 2011 and closed April 15, 2011.

The City requested proposals for the collection of:

- recyclables from residential curbside stops in Lambeth and surrounding rural area (approximately 4,400 stops) and a portion of the urban part of the City of London (approximately 12,600 stops); and

- garbage, yard materials, and fall leaves from residential curbside stops in Lambeth and surrounding rural area (approximately 4,400 stops).

The period of the contract was a four (4) year and one (1) month period beginning November 1, 2011, with the option for the City to renew for an additional one (1) year period.
Bidders were asked to submit proposals based on different “packages of work” (garbage only, recycling only and garbage and recycling together). In some cases, separating the work and having garbage and recycling provided by different companies may produce the lowest cost because different companies have different strengths. In other cases, combining the work may produce the lowest cost due to economies of scale. By requesting both, the City is assured of the lowest bid possible.

Bidders were also asked to provide proposals for a different day collection schedule (once every six business days which results in approximately 42 pickups annually) and for a weekly/biweekly garbage and recycling collection in case the City wants to change its collection schedule in the future.

Finally, Bidders were asked to include pricing in their proposals for two different packages of recyclable materials. The first package of recyclable materials included the existing list of targeted blue box items, and the second package was an expanded list of targeted items that included all plastics.

The packages of work discussed above can be summarized as follows:

<table>
<thead>
<tr>
<th>Package of Work</th>
<th>Work Required</th>
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<tbody>
<tr>
<td>Material Collected</td>
<td>Collection Frequency</td>
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<tr>
<td>Part A: Recycling Only</td>
<td>Different Day: Collect recyclables only on a different day collection schedule for 17,000 stops (pricing for two different packages of material)</td>
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<tr>
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<td>Weekly: Collect recyclables only on weekly collection schedule for 17,000 stops (pricing for two different packages of material)</td>
</tr>
<tr>
<td>Part: B Garbage Only</td>
<td>Different Day: Collect garbage only on a different day collection schedule for 4,400 stops</td>
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<td>Weekly/Biweekly: Collect garbage only on a weekly/biweekly collection schedule for 4,400 stops</td>
</tr>
<tr>
<td>Part: C Garbage and Recycling</td>
<td>Different Day: Collect recyclables (17,000 stops) and garbage (4,400 stops) on a different day collection schedule</td>
</tr>
<tr>
<td></td>
<td>Weekly/Biweekly: Collect recyclables (17,000 stops) on a weekly/biweekly collection schedule and garbage (4,400 stops) on a weekly/biweekly collection schedule</td>
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In total four submissions were received: Canadian Waste Management, Emterra Environmental, Waste Management and Miller Waste Systems Inc.

The evaluation of the proposals followed a five step process developed for waste management contracts where there is some degree of variability on how the work can be completed and also the different nature of the work as per Section 12 of the Purchasing By-law:

**Step 1** – Opening of the Technical Proposals and the screening for Specified Mandatory Requirements.

**Step 2** – For submissions meeting the Specified Mandatory Requirements, detailed Evaluation and Scoring of the Technical Proposals.

**Step 3** – For submissions scoring 80% or higher on their Technical Proposal, opening of the Sealed Financial Proposals.

**Step 4** – For Proposals reaching Step 3, determination of a combined technical and financial score out of 100. The combined technical and financial score out of 100 was a weighted score based on a weighting of 25% for the Technical Proposal and 75% for the Financial Proposal.

**Step 5** – The best score from separating the work (Part A and Part B) was compared to having one proponent do all the work (Part C) to determine the preferred Proponent(s).
All four submissions passed the screening for mandatory requirements (Step 1) and were evaluated against pre-determined criteria (Steps 2 and 3) which included:

- experience and references
- collection methodology, including proposed equipment and backup capabilities, and
- proposal quality.

Three submissions (Emterra Environmental, Waste Management and Miller Waste Systems) met the minimum 80% technical score and had their financial proposals opened.

Miller Waste Systems achieved the highest overall score (Steps 4 and 5). Miller Waste Systems met all experience and collection methodology requirements and had the lowest cost on all Packages of Work.

Under contract, Miller Waste Systems currently collects the recyclables from 85% of curbside households in London and along with the majority of the multi-residential (e.g., apartment) sector.

The evaluation process was completed by staff from within the Solid Waste Management Division and Purchasing and Supply Division.

Financial Impact:

The projected expenditure for the first year of the contract is $730,000 (excluding HST) which is less than the current contract and represents a $320,000 savings compared to the 2011 budget.

Acknowledgements:

This report was prepared with the assistance of Wesley Abbott, Division Manager, Solid Waste Management and Chris Ginty, Procurement Officer, Purchasing and Supply.
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON JUNE 14, 2011

FROM: JAY STANFORD, M.A; M.P.A.
DIRECTOR, ENVIRONMENTAL PROGRAMS & SOLID WASTE

SUBJECT PURCHASE OF LARGE CAPACITY BLUE BOXES

RECOMMENDATION

That, on the recommendation of the Director – Environmental Programs & Solid Waste, the following actions BE TAKEN with respect to the purchase of large capacity Blue Boxes:

(a) Civic Administration BE AUTHORIZED to purchase 117,300 large capacity Blue Boxes, at $4.60 per box (excluding HST), from Orbis Canada Limited, 39 Westminster, Toronto, ON M9V 3V6 Pacific in accordance with Procurement of Goods and Services Policy, Section 14.4 (Single Source), sub-section g) and i ) it being noted that another organization is providing substantial funding for the purchase of the containers and has determined the supplier;

(b) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and

(c) Approval hereby given BE CONDITIONAL upon the Corporation entering into a formal agreement or having a purchase order, or contract record relating to the subject matter of this approval.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

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

- Potential Changes to the Blue Box Recycling Program (May 3, 2011 meeting of the Community and Neighbours Committee (CNC), Agenda Item #13)
- Update: Interim Business Plan for Green Bin Program and Zero Waste Strategies (May 10, 2010 meeting of the Environment and Transportation Committee (ETC), Agenda Item #13)
- Interim Business Plan for Green Bin Program & Zero Waste Strategies (January 11, 2010 meeting of the ETC, Agenda Item #11)
- Update: Green Bin Program and Zero Waste Strategies (November 16, 2009 meeting of the ETC Agenda, Item #9)

BACKGROUND

PURPOSE & CONTEXT:

Through a Request for Tender process Waste Diversion Ontario’s (WDO) Continuous Improvement Fund (CIF) has determined the preferred Blue Box supplier for municipalities that receive 50% Blue Box funding from WDO-CIF to be Orbis Canada Limited. The purpose of this report is to approve the purchase of large capacity Blue Boxes from Orbis Canada. This report concludes the process that began with the approval of the 2011 Budget.

As noted in the May 3, 2011 report to CNC, Potential Changes to the Blue Box Recycling Program, the City was awarded funding for 50% of the cost of the purchase and distribution new Blue Boxes by WDO-CIF. This is part of WDO’s strategy to support the implementation of their recommended ‘Blue Box Best Practices’. WDO and Stewardship Ontario determined in 2007 through a two year study called Blue Box Program Enhancement and Best Practice Assessment that provision of subsidized or free Blue Boxes to homeowners was a best practice.
DISCUSSION:
The Blue Boxes will be made from at least 60% recycled plastics, have a five year warranty and have a capacity of 80 litres. The standard Blue Box has a capacity of 50 litres. The unit cost for Blue Boxes is $4.60 per box (excluding HST).

The City’s portion of the cost of purchasing 117,300 Blue Boxes would be $269,790 (excluding HST). The City’s 2011 Solid Waste budget includes $300,000 to purchase and distribute new large capacity Blue Boxes to all curbside households.

Section 14.4 g) of the Procurement of Goods and Services Policy allows for procurement using a single source process when:

It is advantageous to the City to acquire the goods and service directly from a supplier pursuant to the procurement process conducted by another public body

Section 14.4 i) of the Procurement of Goods and Services Policy allows for procurement using a single source process when:

Another organization is funding or substantially funding the acquisition and has determined the supplier, and terms and conditions of the commitment into which the City will enter are acceptable to the City

It is recommended Blue Boxes be purchased from Orbis Canada Limited in accordance with Procurement of Goods and Services Policy, Section 14.4 (Single Source), sub-section g) and i).

ACKNOWLEDGEMENTS:
This report was prepared with the assistance of Wesley Abbott, Manager, Solid Waste Management and Anne Boyd, Waste Diversion Coordinator.

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<tr>
<td>MIKE TURNER</td>
<td>JAY STANFORD, M.A., M.P.A.</td>
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<td>DEPUTY CITY TREASURER</td>
<td>DIRECTOR, ENVIRONMENTAL PROGRAMS &amp;</td>
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<td>PAT McNALLY, P.ENG.</td>
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<td>EXECUTIVE DIRECTOR</td>
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<td>PLANNING, ENVIRONMENTAL &amp;</td>
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June 1, 2011
| TO: | CHAIR AND MEMBERS  
COMMUNITY AND NEIGHBOURHOODS COMMITTEE  
MEETING ON JUNE 14, 2011 |
|----|--------------------------------------------------|
| FROM: | LYNNE LIVINGSTONE  
DIRECTOR OF NEIGHBOURHOOD AND CHILDREN’S SERVICES |
| SUBJECT: | AGE FRIENDLY LONDON |

**RECOMMENDATION**

That, on the recommendation of the Director of Neighbourhoods and Children’s Services, with the concurrence of the Executive Director of Community Services,

A) Council **REAFFIRM** its commitment to be part of the World Health Organization’s Global Network of Age Friendly Cities;

B) Council **DIRECT** civic administration to proceed with the necessary steps to address the obligations that are associated with membership in the WHO Global Network of Age Friendly Cities; and,

C) Council **REQUEST** the Mayor to send a letter to the World Health organization reaffirming London’s commitment to the Global Network of Age Friendly Cities.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- Age Friendly London Initiatives – Report to the Creative City Committee, April 27, 2010

**BACKGROUND**

In 2010 the City of London joined the World Health Organization’s (WHO) Global Network of Age Friendly Cities Network.

The Network is an international group of over 50 cities that have committed to making their communities more age friendly. The Network includes cities from Australia, Belgium, France, Ireland, Japan, Spain, the United Kingdom, the United States of America and Canada.

The WHO defines an *age friendly city* as "an inclusive and accessible urban environment that promotes active ageing." Age friendly is focused on improving the quality of life for older adults, but promotes initiatives which benefit people of all ages.

**City of London Context**

The Age Friendly City Working Group was established by the Creative Cities Committee in 2008 to determine how to establish London as a more age friendly city; this was an aspect of the Committee’s broader strategy to be a welcoming, creative city which builds on its diversity of people, their ages, and the prosperity and resources that already exist in the community.

The Working Group gathered input from nearly 450 seniors about their experiences and opinions about living in London. This input was reported back to the community in 2010 with the release of the *Age Friendly London: Report to the Community* at a Seniors Month celebration in June 2010; see Appendix A.
Concurrent with this process, the Community Services Department was supporting the work of the Seniors Community Association with implementing a 2005 Working Together to Support London’s Seniors Community Action Plan as well as a number of other projects including a three-year Ontario Trillium Foundation grant called Connecting London’s Seniors, neighbourhood by neighbourhood which is about building neighbourhood level networks for seniors.

In June 2010 London successfully applied to join the WHO Network, and became the first city in Canada to join, followed shortly afterwards by Thunder Bay, Edmonton and Ottawa.

**Global Network of Age Friendly Cities Framework**

To become a member of the Network a city must commit to undertake a process of continually assessing and improving their age friendliness. The WHO requires that older adults are involved in the meaningful way throughout the process.

The WHO has developed a four-stage process to be undertaken by members of the Network:

**Stage 1 (Year 1-2): PLANNING**
- Establish mechanisms to involve older people in all stages of the Age Friendly Cities process including partnerships with government and civil society, non governmental organizations and academic institutions;
- Develop a comprehensive and inclusive baseline assessment of the age friendliness of the city;
- Develop a three-year city wide action plan based on assessment findings;
- Identify indicators to monitor progress against this plan.

**Stage 2 (Year 3-5): IMPLEMENTATION**
- Submit action plan to the World Health Organization;
- WHO reviews documents and/or undertakes an on-site assessment.

**Stage 3 (Year 3-5): PROCESS EVALUATION**
- Action plan endorsed by WHO
- Three years to implement plan

**Stage 4 (Year 5): CONTINUAL IMPROVEMENT**
- Measure performance indicators to demonstrate change since Year 1
- Opportunity to re-start a 5-year cycle again

Membership in the Network has a five-year term; however, cities can remain members for as long as they are able to demonstrate continuous improvement.

The WHO framework also details eight key focus areas: outdoor spaces and buildings, transportation, housing, social participation, respect and social inclusion, civic participation and employment, communication and information, and community support and health services.

**Age Friendly London**

By joining the Network, the Corporation is committed to undertake the WHO’s four-stage cycle and engage older adults in the process. The Neighbourhoods and Children’s Services Division will be leading this work, and engaging all departments across the Corporation in the process.

To complete the requirements, Civic Administration is planning a 12-month community dialogue (a deliberative process) which would follow a similar model to London Strengthening Neighbourhoods Strategy and the Child and Youth Network. This dialogue would engage older adults, baby boomers, community stakeholders, service providers and care givers.
The purpose of this process would be to establish a common vision, assess the age friendliness of the city, and develop an action plan across the eight WHO key focus areas. This process would begin in September 2011 and end by June 2012. It is anticipated that the final report would be presented back to the community and to Council in the fall of 2012.

**Proposed Next Steps**

1. To obtain membership, a letter from the Mayor and the Chief Administrative Officer affirming the commitment to becoming an age friendly city was submitted to the World Health Organization in 2010. An updated letter commitment would need to be submitted to the WHO by Mayor Fontana.
2. Establish a cross departmental team to support the initiative, recognizing the lead and core support will be provided by Community Services.
3. Allocate $100K in one time dollars to support the planning work.
4. Initiate a call for community participants over the summer months.

**Financial Impact**

A budget of $100,000 in one-time dollars has been established to support this work which will span fiscal 2011 and 2012 and will be funded within the Community Services Department.

**CONCLUSION**

The City of London, like many other cities around the world, has a rapidly aging population. Over the last decade London’s total population has increased by less than one percent per year; however, the number of persons over the age of 60 increased by 11,605 or 22%. Today nearly one in five Londoners is an older adult, and this number will increase in the future. Currently there are about 56,000 adults aged 65+ and this number is expected to grow to almost 100,000 in the next twenty years or almost 1 in 4 residents will be over the age of 65 by 2031.

Age Friendly London is an opportunity to engage an important segment of the population in a broad community dialogue to establish a common vision for the future. This process will lead to improvements and initiatives that will benefit people of all ages. This strategy responds to a significant demographic shift that will have a major impact on the population makeup of the city. It also provides a mechanism to leverage the economic potential of a dominant population group through attraction and retention of older adults to London.

Regular update reports will be provided as this work progresses.

**Acknowledgements**

This report was prepared by Kate Graham from the Chief Administrator’s Office.

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<td>LYNNE LIVINGSTONE</td>
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c. Jeff Fielding, Chief Administrative Officer
TO: CHAIR AND MEMBERS  
COMMUNITY AND NEIGHBOURHOODS COMMITTEE  
JUNE 14, 2011

FROM: CINDY HOWARD  
DIRECTOR OF SOCIAL AND COMMUNITY SUPPORT SERVICES  
COMMUNITY SERVICES DEPARTMENT

SUBJECT: RENEWAL OF ONTARIO WORKS EMPLOYMENT ASSISTANCE PURCHASE OF SERVICE AGREEMENTS

RECOMMENDATION

That, on the recommendation of the Director of Social and Community Support Services, with the concurrence of the Executive Director of Community Services, the attached proposed By-law (Appendix A) BE INTRODUCED at the Municipal Council meeting of June 20, 2011

(a) TO APPROVE the template Amending Agreements for Ontario Works Employment Assistance Services with the following corporations:
   - LEADS Employment Services London Inc.;
   - London District Catholic School Board (Centre for Lifelong Learning);
   - Goodwill Industries, Ontario Great Lakes;
   - Daya Counselling Centre;
   - London Urban Services Organization (LUSO) Centre Inc.;
   - Nooke Kwe Occupational Skill Development Inc.;
   - Pathways Skill Development & Placement Centre;
   - Rehabilitation Foundation for the Disabled (Ontario March of Dimes);
   - The London Community Small Business Centre, Inc.;
   - WIL Counselling and Training for Employment;
   - Youth Opportunities Unlimited – London and Middlesex;

(b) TO AUTHORIZE the Executive Director, Community Services to execute the Amending Agreements in (a) above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- RFP 05-35 Ontario Works Employment Assistance Services (Board of Control, March 1, 2006);
- Purchase of Service Agreements – Ontario Works Employment Assistance Services (Board of Control, June 21, 2006)

BACKGROUND

As per Section 20.2 Exercise of Contract Renewal Options from our Procurements of Goods and Service Policy; we are recommending a one (1) year extension of existing agreements and Contract Records commencing July 1, 2011 and terminating June 30, 2012 with an option to renew for three (3) additional six (6) month terms; not extending beyond December 31, 2013 with local service providers for the delivery of specified Ontario Works Employment Assistance services. The current Agreements were approved by Council on June 26, 2006 for a three (3) year period, with an option to extend the contract for two (2) additional one year periods. These contracts were developed as a result of Request for Proposal (RFP) 05-35 to provide Ontario Works Employment Assistance Services. This RFP was based on the Council endorsed (October 24, 2005) Ontario Works Employment Assistance Services Framework.
As the delivery agent under the Ontario Works Act, the City has the responsibility to effectively deliver services that respond to the needs of our participants. In addition to providing income support to participants, Ontario Works (OW) is an employment program. Employment Assistance supports for OW participants was developed in 1997 when the Ontario Works program commenced in London.

Since that time, legislation has evolved, funding has changed, and we are now more aware of the needs of our caseload. The Ontario Works program is an employment program with a focus on increasing the participant's employability, and seeking to increase their employment earnings and retention in employment. Provincial Ontario Works legislation places emphasis on employment outcomes and a focus on participant centred services. Funding for employment services is based on the achievement of employment outcomes. The City’s current Employment Assistance service delivery approach utilizes a combination of individualized services and supports while leveraging and maximizing services funded by other levels of government (including Ministry of Training, Colleges, and Universities and Human Resources & Skills Development Canada) and contracting for specified employment assistance services with local service providers.

The City has Purchase of Service agreements and Contract Records with the above noted non-profit employment agencies for the delivery of: Employment Placement, Self Employment, Community Placement, Employment Development Services, and Skills Training Directly Linked to Employment. These interventions, included in the Ontario Works Employment Assistance Framework, address client need and allow for a more flexible and timely response to labour market changes.

The request for an extension comes as result of the significant system instability in the employment and training sector which occurred following the November, 2005 Labour Market Agreement (LMA) between the Province and the Federal government to transfer the responsibility for employment and training to the Province. Since the City’s Ontario Works model is built upon partnerships and leverages existing community supports and services, this system instability resulted in a postponement of a Framework review and the subsequent development of a RFP process. Although Employment Ontario Transformation is continuing, we have now commenced a strategic review of how we can best meet the needs of the Ontario Works participants while maximizing community resources and maximizing our organizational resources. The review is being conducted in partnership with the community. This review will result in an updated Ontario Works Employment Assistance Framework and provide the basis for the next Request for Proposals to be issued in 2012. Once complete, we will report to the Committee.

The Employment Assistance Service providers are integral to the effective Employment Assistance service delivery and to the achievement of Employment Assistance outcomes.

This extension is based on the same terms as were negotiated in 2006 which means that the agencies are delivering services at a static unit cost. The agencies have agreed to this, however they note that not many services offer static unit costs for that length of time.

It is noted that the following contracted organizations have changed their names:

- Daya Counseling Centre - formerly London Interfaith Counselling Centre
- Goodwill Industries, Ontario Great Lakes – formerly London Goodwill Industries Association

## FINANCIAL IMPACT

Funding for Employment Assistance in 2011 is cost shared 81.2/18.8 between the Ministry of Community & Social Services and the City of London.

Funding for Employment Assistance Service contracts totaling approximately $2.7 million (gross) or $500,000 (net) is included in the 2011 budget.
SUBMITTED BY:

ELISABETH K. WHITE
MANAGER EMPLOYMENT & STRATEGIC INITIATIVES
DEPARTMENT OF COMMUNITY SERVICES

RECOMMENDED BY: CONCURRED BY:

CINDY HOWARD
DIRECTOR
DEPARTMENT OF COMMUNITY SERVICES

ROSS L. FAIR
EXECUTIVE DIRECTOR
DEPARTMENT OF COMMUNITY SERVICES

C. Martin Hayward, City Treasurer, Chief Financial Officer
   Lynn Marshall, Solicitor II, City Solicitor’s Office
   Elaine Sauve, Ministry of Community and Social Services
   John Freeman, Manager, Purchasing and Supply
   Jim Martin, Centre for Lifelong Learning
   Robert Collins, Goodwill Industries, Ontario Great Lakes
   Wendy Lau, LEADS
   Bonnie Williams, Daya Counselling Centre
   Elisabete Rodrigues, London Urban Services Organization
   Gloryann Sollner, March of Dimes
   Deb Armstrong, Nooke Kwe
   Paul Hubert, Pathways
   Anne Langille, WIL
   Steve Cordes, YOU
   Steve Pellarin, The London Community Small Business Centre

Signed Copies are available in the City Clerk's Office
APPENDIX A

Bill No.
2011

By-law No.

A By-law to approve Amending Agreements for Ontario Works Employment Assistance Services with 11 corporations; and to authorize the Executive Director of Community Services to execute the Amending Agreements.

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

AND WHEREAS subsection 5(3) of the Municipal Act, 2001 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 City and the 11 corporations wish to extend the term of the current agreements for Employment Assistance Services;

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

1. The template Amending Agreement for the purchase of Ontario Works Employment Assistance Services to be entered into between The Corporation of the City of London and each of the following three corporations:
   - Goodwill Industries, Ontario Great Lakes;
   - Leads Employment Services London Inc.; and,
   - Pathways Skill Development and Placement Centre
     attached as Schedule 1 to this by-law, IS APPROVED.

2. The template Amending Agreement for the purchase of Ontario Works Employment Assistance Services to be entered into between the Corporation of the City of London and each of the following eight corporations:
   - London Community Small Business Centre, Inc.;
   - London District Catholic School Board;
   - Daya Counselling Centre;
   - London Urban Services Organization (LUSO) Centre Inc.;
   - Nokee Kwe Occupational Skill Development Inc.;
   - Rehabilitation Foundation for the Disabled;
   - Wil Counselling and Training for Employment; and,
   - Youth Opportunities Unlimited – London and Middlesex;
     attached as Schedule 2 to this by-law, IS APPROVED.
3. The name of the Service Provider shall be inserted into the template Amending Agreement approved under section 1 above for each of the following:
   (a) “Goodwill Industries, Ontario Great Lakes”;
   (b) “Leads Employment Services London Inc.”; and,
   (c) “Pathways Skill Development and Placement Centre”.

4. The name of the Service Provider shall be inserted into the template Amending Agreement approved under section 2 above for each of the following:
   (a) “London Community Small Business Centre, Inc.”;
   (b) “London District Catholic School Board”; 
   (c) “Daya Counselling Centre”; 
   (d) “London Urban Services Organization (LUSO) Centre Inc.”;
   (e) “Nokee Kwe Occupational Skill Development Inc.”;
   (f) “Rehabilitation Foundation for the Disabled”;
   (g) “Wil Counselling and Training for Employment”; and,
   (h) “Youth Opportunities Unlimited – London and Middlesex”.

5. The Executive Director of Community Services is authorized to execute the Amending Agreements approved under sections 1 and 2 above.

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

PASSED in Open Council , 2011.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –
THIS AMENDING AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the “City”)

- and -

[INSERT NAME OF SERVICE PROVIDER]
(the “Service Provider”)

WHEREAS the City and the Service Provider entered into an Agreement with an effective date of July 1, 2006, for the administration of programs for employment assistance for Ontario Works participants, (the “Agreement”);

AND WHEREAS the City and the Service Provider entered into an Amending Agreement in 2009 as a result of new provincial Funding, (“Amending Agreement #1”);

AND WHEREAS the parties mutually agreed to renew the Agreement pursuant to section 2.2 of the Agreement;

AND WHEREAS the Agreement is set to terminate on June 30th, 2011;

AND WHEREAS the City and the Service Provider wish to extend the term of the Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants contained in the Agreement, and subject to the terms and conditions of the Agreement, Amending Agreement #1 and this Amending Agreement, the parties agree as follows:

1.0 AMENDMENTS

1.1 Section 1.1(c) of the Agreement is amended by deleting the phrase “General Manager of Community Services” and replacing it with the phrase “Executive Director of Community Services”.

1.2 Section 2.1 of the Agreement is amended by extending the term for a period of 1 year commencing July 1, 2011 and terminating June 30, 2012.

1.3 Section 2.2 of the Agreement is amended by deleting the phrase “successive one-year periods, up to a maximum of two one-year renewals” and replacing it with the phrase “successive six-month terms, up to a maximum of three six-month term renewals, and not extending beyond December 31, 2013.”

2.0 AGREEMENT BINDING

2.1 Except as amended in accordance with the provisions of this Amending Agreement, the terms and conditions of the Agreement and Amending Agreement #1 shall remain binding and in full force and effect. This Amending Agreement shall be binding on the parties and their respective successors and assigns.

Schedule 1

THIS AMENDING AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the “City”)

- and -

[INSERT NAME OF SERVICE PROVIDER]
(the “Service Provider”)

WHEREAS the City and the Service Provider entered into an Agreement with an effective date of July 1, 2006, for the administration of programs for employment assistance for Ontario Works participants, (the “Agreement”);

AND WHEREAS the City and the Service Provider entered into an Amending Agreement in 2009 as a result of new provincial Funding, (“Amending Agreement #1”);

AND WHEREAS the parties mutually agreed to renew the Agreement pursuant to section 2.2 of the Agreement;

AND WHEREAS the Agreement is set to terminate on June 30th, 2011;

AND WHEREAS the City and the Service Provider wish to extend the term of the Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants contained in the Agreement, and subject to the terms and conditions of the Agreement, Amending Agreement #1 and this Amending Agreement, the parties agree as follows:

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2.0 AGREEMENT BINDING

2.1 Except as amended in accordance with the provisions of this Amending Agreement, the terms and conditions of the Agreement and Amending Agreement #1 shall remain binding and in full force and effect. This Amending Agreement shall be binding on the parties and their respective successors and assigns.

Signed Copies are available in the City Clerk's Office

Signed Copies are available in the City Clerk's Office
3.0 EXECUTION

3.1 The City and the Service Provider acknowledge that they have each read this Amending Agreement, understand it and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

____________________   Per (Signature): ____________________
Date
Print Name: ____________________
Print Title: ____________________

____________________   Per (Signature): ____________________
Date
Print Name: ____________________
Print Title: ____________________

I/We Have the Authority to Bind the Corporation

____________________
Date
Per: Ross Fair
Executive Director, Community Services

THE CORPORATION OF THE CITY OF LONDON
THIS AMENDING AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the “City”)

- and -

[INSERT NAME OF SERVICE PROVIDER]
(the “Service Provider”)

WHEREAS the City and the Service Provider entered into an Agreement with an effective date of July 1, 2006, for the administration of programs for employment assistance for Ontario Works participants, (the “Agreement”);

AND WHEREAS the parties mutually agreed to renew the Agreement pursuant to section 2.2 of the Agreement;

AND WHEREAS the Agreement is set to terminate on June 30th, 2011;

AND WHEREAS the City and the Service Provider wish to extend the term of the Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants contained in the Agreement, and subject to the terms and conditions of the Agreement and this Amending Agreement, the parties agree as follows:

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3.1 The City and the Service Provider acknowledge that they have each read this Amending Agreement, understand it and agree to be bound by its terms and conditions.
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

[INSERT NAME OF SERVICE PROVIDER]

Per (Signature):

Date

Print Name:

Print Title:

Date

Print Name:

Print Title:

I/We Have the Authority to Bind the Corporation

THE CORPORATION OF THE CITY OF LONDON

Per: Ross Fair
Executive Director, Community Services
TO:  
CHAIR AND MEMBERS  
COMMUNITY AND NEIGHBOURHOODS COMMITTEE  
MEETING ON JUNE 14, 2011

FROM:  
CINDY HOWARD  
DIRECTOR OF SOCIAL AND COMMUNITY SUPPORT SERVICES  
COMMUNITY SERVICES DEPARTMENT

SUBJECT:  
ALTERNATIVE FINANCIAL SERVICES:  
PAY DAY LOANS AND CHEQUE CASHING

RECOMMENDATION

That, on the recommendation of the Director of Social and Community Support Services with the concurrence of the Executive Director of Community Services, the following report BE RECEIVED for information purposes, noting that the Community and Neighbourhoods Committee will receive a subsequent report following consultation with community partners.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Business Venture Relocation Request. Gordon Russell, Chair, London Homeless Coalition (March 8, 2011)

BACKGROUND

At its meeting of March 21, 2011, Civic Administration was directed to report back to Municipal Council regarding services provided by pay day loan and cheque cashing businesses addressing the following:

- Information to better understand the distinction between payday loans and cheque cashing services and banking issues for social assistance recipients;
- Local practices by London’s Ontario Works office with respect to supporting participants who do not use or have access to banking services or accounts;
- Measures available to municipalities to regulate pay day loan businesses; and
- Options for further consideration.

As part of the background discussions and reviews that have informed this report, there were noted inconsistencies in the use of the terms “pay day loan” and cheque cashing services. Pay day loans and cheque cashing are two different services. Both are most often provided by "alternative financial services” businesses - also referred to as non-traditional financial institutions. Other services include tax preparation and refund services, and stored value debit cards. Banks and credit unions are examples of traditional financial institutions and as such are subject to different regulations.

Definitions: Pay Day Loan and Cheque Cashing Services

**Payday Loan** A payday loan is a short-term loan for a small sum of money. The borrower provides the lender with a post-dated cheque, pre-authorized debit or future payment of a similar nature. The average payday loan in Canada is for about $300 over two weeks (Canadian Payday Loan Association, 2009).
The payday loan industry is provincially regulated in all Provinces. In Ontario, the payday loan industry is regulated by Bill 48, the Payday Loans Act, passed December 15\textsuperscript{th}, 2009. Ontario’s Payday Loans Act includes:

- A licensing system for payday lenders and loan brokers;
- Authority for Ontario to set a ceiling on the total cost of borrowing for payday loan agreements;
- Prohibition of certain industry practices, such as concurrent and rollover loans;
- A cooling-off period so borrowers can cancel payday loan agreements, without penalty, within two business days; and
- Enforcement through prosecutions and, subject to appeal, the suspension and revocation of licences.

The Act also gives Ontario the authority to set a ceiling on the total cost of borrowing; effective December 15, 2009, the most an individual can be charged for a payday loan is $21 on $100 borrowed. To qualify for a payday loan, an individual needs to show that they have employment income, a bank account, and proof that they are at least 18 years of age.

In London, payday loan rates range from $19.50 per $100 to the $21 provincial maximum per $100 and may include service, administrative, or late charges.

**Cheque Cashing**

Cheque cashing services provided through non-traditional financial institutions is not regulated in Ontario and a licensing system is not in place. Non-traditional Institutions will cash third party cheques such as government, personal, and post-dated cheques immediately with appropriate personal identification. Our research found that the application of this requirement may vary by institution, with some being more stringent than others.

Generally, these cheques are then held by the cashing agent to avoid service charges or stops (in the event that the cheque is received for processing prior to the cash date).

Cheque cashing rates range from 2.99\% to 3\% of the cheque, with some of the businesses charging an additional small administrative fee in the range of $2.99 to $3.99. For the examples in Figure 1 of this report, the cost to cash Ontario Works benefit cheques range from over $20 to almost $38.

Some businesses such as grocery or convenience stores may also cash cheques. There is no reliable information related to charges that may be incurred at these informal services. A cheque may also be transferred to another individual to cash.

**Social Assistance Recipients and Cheque Cashing**

Due to the conditions noted above, most social assistance recipients would generally not qualify for a payday loan while in receipt of Ontario Works (OW) benefits but they may use Alternative Financial Services to cash their Ontario Works cheque when it is received. There are no clear estimates of how many recipients use this service. It is estimated that as many as 15 per cent of low-income individuals do not use or have access to traditional banking services and may therefore need to use Alternative Services.
Practices for Ontario Works (OW) Participants in London

London’s Social and Community Support Services Division has a number of supports in place to assist in the banking needs of participants. These include:

- **Direct Bank Deposit or DBD.** DBD is encouraged so that people have immediate access to needed funds. Approximately 50% of London’s Ontario Works participants are set up for Direct Bank Deposit. These participants still receive their DBD statement by mail, which also includes the Ontario Drug Benefit Card and, in some cases, coding that is used to access London Transit passes;

- **Assistance to obtain necessary identification to open a bank account.** Participants with employment are provided with funds to obtain identification (ID) if required. Those that are not eligible for employment supports to access ID are referred to community services that will assist them;

- **Cheque encashment letters.** These letters are controlled documents, established in partnership between the City of London – Community Services Department and the local Bank of Nova Scotia, and can be used by participants without ID and bank accounts to cash their Ontario Works cheque at no cost;

- **Carefully establishing cheque cashing dates.** Each year, Civic Administration works with the Province to establish critical cheque production dates within the mandatory Provincial Ontario Works technology. These dates establish when the Province’s processing of monthly cheques begins for London, when printing/production will occur, and when payments will be made cashable. Through past consultations with our community, London has consistently used dates which allow for monthly cheques to be made cashable (or DBD to be accessible) approximately one day before the start of the payment month. These dates are recognized as providing participants the ability to make monthly payments (rent, etc) but also not attract or promote post-dated cashing options.

Direct Bank Deposit, cheque encashment letters, productions dates, and working with participants to secure ID for banking are the main strategies used by London as well as other OW service delivery sites to reduce reliance on cheque cashing agencies and supporting the needs of participants to access their assistance without costs or barriers.

Review

Given the financial realities of those relying on social assistance, quick access to income from social assistance is consistently cited as an urgent need. The maximum benefit amounts that recipients receive from social assistance and additional tax transfers and credits are inadequate to cover monthly expenses, so immediate access to the income provided through social assistance is critical. For many Ontario Works participants and others in financial need, the costs of cashing a cheque at a non-traditional financial institution or other business may be less impactful than cashing through the traditional banking system.

Traditional banks typically require that a person hold an account at the branch in order to cash any cheque other than a Government of Canada cheque. While major banks with tellers will cash Government of Canada cheques for individuals without bank accounts at no cost, there are stipulations: appropriate identification such as one piece of current signed photo identification such as a driver’s license with a current address, or two pieces of current signed official identification such as Social Insurance Card and Canadian birth certificate must be provided, and the value of the cheque cannot be more than $1,500.

Current and valid identification is also needed to open a bank account. Low-income individuals whose identification is not acceptable, stolen, or lost may not be able to afford to pay for replacement identification. Note: an Ontario Health Insurance Card or expired drivers licences or other expired Provincial photo ID may not be accepted as valid identification.

There are also often monthly or administrative fees associated with holding a traditional bank account. A scan of banks that provide teller services shows that a monthly fee of $3.95 to hold an account that covers a minimal number of transactions is typical. In addition to this, mainstream financial institutions may place a hold on cheques if there are insufficient funds in the account to cover the cheque.

The following chart reflects examples of the costs to cash an OW cheque using an average fee at a non-traditional financial institution. In many cases, these costs may be less than either the
costs associated with a traditional bank account or they may be considered unavoidable to maintain the necessities of shelter and basic needs.

Figure 1: Impact of 3% Cash Chequing Rate on Ontario Works Maximum Monthly Benefit

Other deterrents to the use of mainstream banks may include the risk of funds being garnished or "set-off", where there are outstanding debts, and actual or perceived negative or discriminatory treatment by staff of these institutions.

Options for Regulating the Alternative Financial Services Business

Bylaws/and Zoning  
While municipalities have the authority, under the Municipal Act, to require certain businesses to have business licenses in order to operate, the City of London does not currently require financial institutions which include both mainstream and alternative financial institutions to have a business license. Similarly, while a municipality may regulate the use of property via its zoning by-laws under the Planning Act, the use of this instrument is difficult. See Appendix A for the City Solicitor’s office outlining their review of this matter.

Leases  
Lease agreements may contain exclusivity clauses which may restrict certain uses of space based on the impacts to the business of a primary tenant. The matter of a payday loan related service opening in Market Tower became subject of review due to its proximity to the Ontario Works office. Currently, there are no restrictions in place within the Community Services lease at Market Tower related to exclusivity or limitations of other businesses; however it is noted that there are numerous alternative financial services in the adjacent core area.

Options for Further Consideration and Discussion

The remainder of this report presents options for consideration and discussion to reduce the cost of cashing government cheques in Ontario, and simplifying access to traditional financial services to those on OW or with low income. Community Services has met with representatives of both private electronic banking service providers as well as the Canadian Payday Loans Association to inform this report and guide future conversations with our community.

The following is a list of ongoing options for consideration and advocacy that will be explored and reported back to Committee:

- Improved access to generic, no cost traditional banking and other mainstream financial services;
- Considerations for other levels of government to make critical government identification or replacement official ID more accessible to those on low or fixed income including social assistance;
- Efforts to expand DBD services in OW; and
- Development of indemnity agreements between the Province and mainstream financial service providers (such as those in British Columbia, Manitoba and New Brunswick) so that individuals without bank accounts may cash social assistance cheques at no cost at all major banks.
These recommendations are consistent with those of The Law Commission of Ontario’s Fees for Cashing Government Cheques, 2008.

In addition, London will continue to monitor the City of Toronto’s interest in exploring debit cards as a mechanism for OW payment distribution. In January, 2011, the City of Toronto issued a request for information to invite qualified financial service providers to explore the development of an electronic financial transaction (EFT) card to eligible OW recipients. The scope of this project included reducing cheque production and costs, improving security and safety for recipients, increasing access to funds or recipients (without incurring cheque cashing service changes), reducing stigma associated with cashing social assistance cheques, improving privacy for OW recipients, and building a sustainable instrument for other payments.

Toronto is currently in the process of reviewing submissions and will explore, as part of this exercise, the complexity, costs, and parameters of this potential initiative. These results are anticipated to be scalable to other Ontario social assistance service managers.

Next Steps

The Community Services Department will be meeting with the aligned community partners including representatives from the London Homeless Coalition and Neighbourhood Legal Services to further discuss this issue and will report back to the Community and Neighbourhoods Committee with the results of the consultation.

FINANCIAL IMPACT

There are no financial implications resulting from this report.

Acknowledgments
Prepared by Gerda Zonruiter, Community Planning and Research Associate.

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<td>CINDY HOWARD</td>
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C. Anna Lisa Barbon, Manager, Financial and Business Services
   Lynn Marshall, City Solicitor’s Office
A municipality may regulate the use of property via its zoning by-laws passed under the Planning Act. Where a particular use is in existence at the time of a zoning by-law amendment to prohibit such use, that use may, depending on the circumstances, be a “legal non-conforming use”.

A municipality may provide for a system of licenses with respect to a business pursuant to the Municipal Act, 2001. Such licensing powers include the ability to impose conditions as a requirement of continuing to hold a license at any time during the term of the license. Any such by-law that is passed with respect to a system of licenses must be authorized under the Municipal Act, 2001 provisions. The authority to pass such a by-law must therefore be with respect to one of the matters set out in subsection 10(2) of that Act.

Subsection 153(1) of the Act provides that a municipality shall not, except as otherwise provided, refuse to grant a license for a business under the Act by reason only of the location of the business. Subsection 153(2) provides that a licensing by-law may require that the business comply with a zoning by-law passed under the Planning Act. Further subsection 153(3) provides that a municipality shall not refuse to grant a license by reason only of the location of the business if the business was being lawfully carried on at that location at the time the by-law requiring the license came into force so long as it continues to be carried on at that location. The City currently regulates the number of adult live entertainment parlour, body-rub parlour and taxicab owner licenses it issues, although it does not limit the number of other business licenses that may be issued. There is explicit authority in the Municipal Act, 2001 to limit the number of adult entertainment establishments (s. 154(1)(a)) and to limit the number of taxicabs (s. 156(1)(c)).

The Municipal Act, 2001 also provides that certain of the business licensing powers set out in the Act apply to a system of licenses with respect to any activity, matter or thing for which a by-law may be passed under sections 9 or 10 of the Act as if it were a system of licenses with respect to a business.
TO: CHAIR AND MEMBERS
COMMUNITY & NEIGHBOURHOODS COMMITTEE
MEETING ON JUNE 14, 2011

FROM: BILL COXHEAD
DIRECTOR OF PARKS AND RECREATION

SUBJECT: RICK HANSEN 25TH ANNIVERSARY RELAY

RECOMMENDATION

That, on the recommendation of the Director of Parks and Recreation, with the concurrence of the Executive Director - Community Services, the attached proposed By-law (Appendix A) BE INTRODUCED at the Municipal Council meeting of June 20, 2011 to:

a) Approve a Community Agreement between the City of London and the Rick Hansen Foundation to host an End of Day Celebration to mark the arrival of the Rick Hansen Medal during the Rick Hansen 25th Anniversary Relay;

b) Delegate to the Executive Director of Community Services, or designate, the authority to authorize and approve such further other documents, including agreements, that may be required in furtherance of the City’s End of Day Celebration that are:
   i) Consistent with the requirements contained in the Community Agreement;
   ii) That do not require additional funding or are provided for in the City’s current budget; and
   iii) That do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the City Solicitor;

c) Authorize the Executive Director of Community Services, or designate, to execute any agreements approved.

BACKGROUND

The Rick Hansen 25th Anniversary Relay is designed to connect, inspire and share the power of a dream with the maximum number of Canadians in the greatest number of communities possible. The relay route will re-trace the journey that Rick embarked on 25 years ago traversing the world and travelling 12,000 kilometers across Canada.

Should the City of London enter into an agreement with The Rick Hansen Foundation then an Organizing Committee would be created to plan and host the celebrations on November 25, 2011, in conjunction with the current Lighting of the Lights program.

The City of London would need to enter into an agreement with The Rick Hansen Foundation to deliver this community event. The agreement presented by the organizer requires the City to indemnify, defend and hold harmless The Rick Hansen Foundation and its associated parties from and against any and all actions and claims of whatsoever nature or kind. It also requires the Organizing Committee (the City) to carry insurance mandated by The Rick Hansen Foundation. However, considering the short duration of the event Council may want to accept this responsibility in return for the positive publicity from the Rick Hansen 25th Anniversary Relay. Note that while the City can insure for this risk, the insurance is subject to usual $500,000 deductible. The Risk Management Division has reviewed and provided the foregoing comments.
The costs of this event are expected to be nominal and can be accommodated within the current Special Events operating budget. The initiative is being coordinated in conjunction with the existing Lighting of the Lights celebration with an additional estimated budget of $5,000.

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<td>SCOTT STAFFORD</td>
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<td>DIVISION MANAGER, PARKS &amp; COMMUNITY SPORTS</td>
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<td>RECOMMENDED BY:</td>
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<td>WILLIAM C. COXHEAD</td>
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<td>DIRECTOR, PARKS AND RECREATION</td>
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<td>ROSS L. FAIR</td>
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<td>EXECUTIVE DIRECTOR, COMMUNITY SERVICES DEPARTMENT</td>
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Krista Kearns, Manager – Special Events
Joy Jackson, Manager – Risk Management
APPENDIX A

Bill No. 2011

By-law No.

A By-law to authorize and approve a Community Agreement between The Corporation of the City of London and the Rick Hansen Foundation for the City to host an End of Day Celebration to mark the arrival of the Rick Hansen Medal during the Rick Hansen 25th Anniversary Relay; and to authorize the Executive Director of Community Services, or designate, to execute the agreement; and to authorize the Executive Director of Community Services, or designate, to authorize and approve certain further agreements with the Rick Hansen Foundation.

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 sections 9 and 10 and 23.1 through 23.5 of the Municipal Act, 2001 authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

AND WHEREAS the City wishes to enter into an agreement with the Rick Hansen Foundation (Foundation), to hold an End of Day Celebration to mark the arrival of the Rick Hansen Medal during the Rick Hansen 25th Anniversary Relay;

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

1. (a) The Community Agreement to be entered into between The Corporation of the City of London and the Rick Hansen Foundation, attached as Schedule A to this by-law, regarding the holding of an End of Day Celebration to mark the arrival of the Rick Hansen Medal during the Rick Hansen 25th Anniversary Relay, is hereby authorized and approved.

(b) The Executive Director of Community Services, or designate, is authorized to execute the agreement authorized and approved under subsection 1(a) above.

2. (a) The Executive Director of Community Services, or designate, is delegated the authority to authorize and approve such further and other documents, including agreements, that may be required in furtherance of the City of London’s End of Day Celebration that are consistent with the requirements contained in the Rick Hansen Foundation Community Agreement, and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the City Solicitor.

(b) The Executive Director of Community Services, or designate, is authorized to execute the documents, including agreements, authorized and approved under subsection 2(a) above.

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

PASSED in Open Council , 2011

Joe Fontana
Mayor

Catharine Saunders
City Clerk
March 11, 2011

City of London
P.O. Box 5035
390 Dufferin Avenue
London, Ontario
N6A 4L9

Attention: His Worship Mayor Joe Fontana and
City of London Council and
Ms. Krista Kearns and
Ms. Lina D’Oria

Dear Sirs/Madams:

The Rick Hansen Foundation, (“RHF”) is delighted at the interest that City of London (the “Community”) has shown to date in the Rick Hansen 25th Anniversary Relay (the “Relay”). The Relay is designed to connect, inspire and share the power of a dream with the maximum number of Canadians in the greatest number of communities possible. The Relay route will retrace the journey that Rick embarked on 25 years ago traversing the world and travelling 12,000 kilometres across Canada.

By this letter, RHF is formally expressing its willingness and desire to route the Relay through the Community and to offer the community an opportunity, should it so desire, to host an End of Day Celebration to mark the arrival of the Rick Hansen Medal, all on the terms and conditions set forth in the attached Schedule. If the Community agrees and accepts these terms, RHF requests that the Community:

1. have an authorized representative of the Community sign this letter in the space provided below;
2. complete the contact information for the Community Contact in this letter in the space provided below; and
3. return a duly signed and completed copy of this letter to RHF at the address noted below, attention: Justan Steele, by April 2011.

By completing, signing and returning this letter (which, together with the Schedule, will constitute the “Agreement” between RHF and the Community), the Community agrees to be bound by the terms and conditions set out in the Schedule.

RHF wishes to thank the Community for its interest, cooperation and support in making the Relay a worthwhile and memorable experience for the Community’s residents and for all Canadians.
SCHEDULE A

Yours truly,

RICK HANSEN FOUNDATION

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Agreed and acknowledged by the Community this _____ day of ________________, 2011.

City of London

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<td>Authorized Representative</td>
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| For the purposes of this Agreement, the Community’s authorized representative (the “Community Contact”) is as follows: |
| For the purposes of this Agreement, the RHF’s authorized representative (the “RHF Contact”) is as follows: |
| Printed Name | Printed Name |
| Caroline Sanche | Rick Hansen Foundation |
| Address | Address |
| 300-3820 Cessna Drive, Richmond, BC V7B 0A2 | Address |
| Email | csanche@rickhansen.com |
SCHEDULE A

SCHEDULE OF TERMS AND CONDITIONS

1. Definitions.

1.1 Community Planning Code ("CPC"): Capitulated terms not defined in this Agreement have the meanings given to them in the Rick Hansen Foundation 20th Anniversary Relay - Community Planning Guide (the "CPC").

1.2 Additional Definitions: In this Agreement, unless something in the subject or context otherwise requires, the following terms have the meanings given to them in the Community Planning Guide:

1.2.1 Community Research: means the organization constituted as the local governing authority for the Community, including City, County, Tribal or other comparable District, Resort Municipality, or such other designation on the site as may be applicable.

1.2.2 Confidential Information: means all information and data disclosed by RHF to the Community (including this Agreement and the CPCs) but excluding information published or otherwise available to the public generally otherwise than through a breach of this Agreement.

2. Rights of the Parties.

2.1 RHF’s Rights. RHF’s rights and responsibilities in relation to the Relay are set out in the CPC (the "RHF Responsibilities"). Without limiting or expanding the foregoing, RHF has the overall responsibility for organizing the Relay, and will coordinate materials and provide guidance to the Community relating to all aspects of the Relay within the Community Jurisdiction.

2.2 Community’s Rights. The Community’s and the Community Planning Team’s rights and obligations in relation to all aspects of the Relay within the Community Jurisdiction are set out in the CPC (the "Community Responsibilities"). Without limiting or expanding the foregoing, the Community agrees to provide planning, advisory and operational support services, without any charge to RHF, to ensure the successful staging of the Relay within the Community Jurisdiction.

2.3 Community Planning Team. The Community Planning Team shall be comprised of a minimum of three members, selected by the Community, and shall function under the direction of the Community Planning Guide. The Community Planning Team must be comprised of a minimum of three members, selected by the Community, and shall function under the direction of the Community Planning Guide.

2.4 Cooperation and Consultation. The parties hereby acknowledge that the Relay must be planned and executed within the Community Jurisdiction shall require cooperation and consultation between them at all times and that each shall make reasonable efforts to keep the other fully informed as to the progress of the plans, any particular difficulties encountered by them and changes in plans. However, the Community agrees that RHF has the overall responsibility for staging the Relay within the Community Jurisdiction, that all such plans are subject to the review and approval of RHF and RHF is ultimately responsible for making final decisions in such matters.

2.5 Special Requests. The Community acknowledges and agrees that RHF may from time to time request the Community to carry out obligations or provide services which go beyond, or deserve from, the Community obligations and services set out in the CPC. Such a request could result from a variety of circumstances, including circumstances which are unique to the Community and which are not reflected in the CPC, or circumstances which arise at a time when it is not practical (due to the exigencies of a Relax obligation related to the Relax) for RHF to provide the Community with an updated and/or amended version of the CPC in accordance with Section 2.3. In the event that RHF makes any such requests, the Community will use reasonable commercial efforts to carry out the obligation or provide the services that form the subject of the request(s).

2.6 Privacy Notice: The community agrees that RHF will be permitted to release event dates, containing pertinent Metallic Sponsor information, on a weekly basis up to three days prior to the arrival of the Relay in the Community Jurisdiction.

3. Community’s Use of Emblems, Logo, and Images

3.1 Licenses. RHF hereby grants to the Community a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free, limited and restrictive license to use, for non-commercial purposes:

3.1.1 the Rick Hansen 20th Anniversary Relax Emblems and the Composite Logo as depicted at the time of this Agreement (collectively, the "Logos"); and

3.1.2 the archival images, photographs and video that are found on the Rick Hansen Foundation website in the media, nominography and photography sections (the "Images").

for use in association with the fulfillment of the Community Responsibilities (the "Purpose"), subject to the terms and conditions specified in the Agreement and the CPC (the "License").

3.2 All rights, opportunities and approvals not expressly granted to the Community by this Agreement and/or the CPC are reserved by RHF. The License will be in effect for a limited term commencing on the date of this Agreement and terminating upon May 31, 2012, unless RHF (in its absolute discretion) delivers a notice to the Community terminating the License earlier. The Community will use the Logos and Images in accordance with the terms of this Agreement.

3.3 In their original form and without any additions, deletions or other modifications thereto;

3.4 In such a manner as to ensure that no association whatever (whether commercial, or otherwise, other than that strictly contemplated by the Community) is created between the Logos and Images and any entity or the Purpose.

4. Insurance and Indemnity.

4.1 Insurance. During the term of this Agreement and for a period of 12 months after the term of the Agreement, the Community shall provide, maintain and pay for the following insurance coverage:

4.1.1 General liability insurance providing third party bodily injury and property damage coverage in an amount of not less than $2,000,000 per occurrence, including the requirement that RHF and its directors, officers, employees and volunteers be named as additional insured parties, covering any cross liability or severability of interest clause protective each insured to the same extent as if they were separately insured, and containing contractual liability coverage.

4.1.2 Vehicle liability insurance with respect to all owned and non-owned licensed vehicles used, directly or indirectly, by the Community in the performance of its obligations hereunder, covering liability for damages arising from bodily injury and death and from claims for property damage arising out of their use by the Community in the performance of its obligations hereunder. Such insurance shall be for an adequate amount acceptable to RHF and shall in any event be not less than $2,000,000 inclusive of any one accident; and

4.1.3 Workers’ compensation coverage for its employees.

4.2 Proof of Insurance. The Community must provide written proof of the insurance coverage specified in Section 4.1 upon the written request of RHF.

4.3 Notice of Cancellation. The Community will immediately ensure that all the insurance policies specified in Section 4.1 may not be cancelled without the written consent of RHF.
Signed Copies are available in the City Clerk’s Office

SCHEDULE A

4.4 Qualified Insurers. All insurance specified in Section 4.1 shall be with insurers registered in and licensed to underwrite such insurance in the Province of the Community Jurisdiction.

4.5 Notification of Claim. The Community agrees to notify RHF within seven (7) business days of any claim made under any insurance coverage specified in Section 4.1 which relates directly or indirectly to RHF.

4.6 Information. The Community shall indemnify, defend and hold harmless the RHF and its directors, officers, employees, agents, and representatives who may be required to effectively carry out or better the provisions of the agreement.

4.6.1 any negligent act or omission or willful misconduct by the Community or any of its representatives in connection with the performance of the Community’s obligations under this agreement.

4.6.2 any breach by the Community of any provision of this Agreement; and

4.6.3 any alleged violation of any applicable laws by the Community or any of its representatives in connection with the performance of the Community’s obligations under this Agreement.

5. Term and Termination.

5.1 Term. The term of this Agreement shall commence upon signing and end upon the full performance by the parties of all their respective obligations hereunder following conclusion of all RHF activities within the Community Jurisdiction, subject to any early termination permitted herein.

5.2 Termination for Cause. In the event of a material breach of this Agreement by a party, the other party may terminate this Agreement for cause immediately upon written notice to such breaching party, without further liability to the non-breaching party under this Agreement.

5.3 Termination by RHF for Convenience. Due to the exigencies of RHF’s obligations related to the RHF, RHF may terminate this Agreement for any reason (and without giving any reason) on giving fifteen (15) days’ written notice of termination to the Community, without any liability to RHF under this Agreement.

5.4 Termination for Force Majeure. In the event of a force majeure event which renders the staging of the End of Day Celebration impossible, either party may terminate this Agreement upon written notice to the other party, without any liability to either party under this Agreement.


6.1 No Liability of Unrelated Parties. The Community acknowledges that none of the RHF sponsors or partners, nor any department, agency, director, officer, member, councilperson, servant, employee, agent or volunteer of any of the foregoing entities (each, an “Unrelated Party”), shall incur any financial responsibility or liability by virtue of or arising from the Unrelated Party’s relationship to RHF.

6.2 Restricted Publicity and Marketing Rights. Except as expressly stated otherwise in this Agreement (in particular pursuant to Section 3) or in the CPEP, the Community shall not publicly discuss its relationship with RHF for promotional purposes, including by means of distribution of literature, verbal declarations or announcements through any medium whatsoever, without the express prior written consent of RHF, which consent may be arbitrarily withheld.

7. General

7.1 Confidentiality. The Community agrees to keep confidential all Confidential Information provided hereunder and will not disclose any such information to any person not expressly authorized to receive it without the prior consent of RHF, except as required to be disclosed pursuant to the order of a court or competent jurisdiction or government authority with jurisdiction over the Community’s performance of its obligations hereunder.

7.2 Further Assurance. Each of RHF and the Community will from time to time execute and deliver to the other any further documents and instruments and do all acts and things as the other party reasonably require to effectively carry out or better or evidence or perfect the full intent and meaning of this Agreement.

7.3 Time of Essence. Time is of the essence of this Agreement.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

7.5 Amendments and Waivers. Subject to Section 2.3, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto, and in any event any such amendment shall be subject to Section 7.5. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

7.6 Notices. Any demand, notice, advice or other communication to be given in accordance with this Agreement, must be in writing and will be given by personal delivery, by registered mail or by electronic mail or e-mail addressed, in the case of RHF, to the RHF Contact, and in the case of the Community, to the Community Contact or to such other address, street, electronic mail or e-mail address as may be designated by notice given by either party to the other.

7.7 Community Authorized Representative. The Community hereby designates the Community Contact as its authorized representative for all purposes related to this Agreement. The Community will ensure that such Community Contact interacts with or otherwise deals with RHF at all times in relation to this Agreement. The Community may change the identity of such Community Contact by notice to RHF given in accordance with Section 7.6.

7.8 Governing Law and Jurisdiction. This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties unconditionally submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

7.9 Solvency. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the applicability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement.

7.10 Assignment. The Community must not assign its rights and/or obligations under this Agreement without RHF’s prior express written consent, which consent may be granted or withheld in RHF’s sole discretion.

7.11 Binding Effect. This Agreement shall be binding on the Community’s successors and permitted assigns and shall endure to the benefit of any successors and assigns of RHF.

7.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

7.13 Language. With the concurrence of both parties, this Agreement has been drafted in English only. Les parties ont convenu que le présent convention sera rédigée en anglais seulement.
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON JUNE 14, 2011

FROM: L. STEVENS
DIRECTOR OF MUNICIPAL HOUSING
COMMUNITY SERVICES DEPARTMENT

SUBJECT: RISK MANAGEMENT & PROPERTY INSURANCE PREMIUM INCREASE FOR SOCIAL HOUSING IN 2011/12

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That, on the recommendation of the Director of Municipal Housing, with the concurrence of the Executive Director of Community Services, the following action **BE TAKEN** with regard to risk management and the impact of a significant insurance premium increase 2011/2012 for social housing:

a) the Mayor **BE REQUESTED** to write a letter to the Premier of Ontario and the Ontario Minister of Municipal Affairs and Housing, endorsing the recommendations made in the **attached** correspondence from the Social Housing Services Corporation to the Ministry of Municipal Affairs and Housing; with a copy to our local Members of Provincial Parliament and the Association of Municipalities of Ontario.

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Legislated Responsibilities

The *Social Housing Reform Act 2000* (SHRA) transferred the administrative control of social housing from the Province to the municipalities. The SHRA established the City of London as the Service Manager for the City of London and County of Middlesex. Municipalities have been responsible for the funding of social housing since January 1, 1998. Contingent liability remains with the Province, but any losses associated with these claims can be charged back to the Service Manager.

In addition, the SHRA established the Social Housing Services Corporation (SHSC) whose function is to manage the provision of group insurance, capital reserve pooling, best practices and bulk purchasing on a province-wide basis, on behalf of Service Managers and Social Housing Providers. The SHSC is governed by a board of fifteen directors, eight of whom are elected from the Service Managers across the Province. The reporting requirements between Service Manager and the SHSC were established by the Province.

Insurance coverage is required to be purchased by all Social Housing Providers. The SHSC has the responsibility for coordinating group insurance for Social Housing Providers (Local Housing Corporations and Non-Profit and Co-operative Housing Providers). Detailed guidelines about the insurance program have been provided to the Social Housing Providers for their implementation.
Local Insurance Requirements

Part X of the Service Agreement between the City of London as "Service Manager" and its Social Housing Providers as "Service Agents" stipulates the local insurance and indemnity requirements:

10.01 Service Agent shall throughout the term of the Agreement, obtain and maintain and provide the Service Manager with satisfactory evidence of the insurance shown below from an insurer licensed in Canada and shall provide that the insurance described will not be cancelled or permitted to lapse unless the insurer notifies the Service Manager in writing at least thirty (30) days prior to the date of cancellation or expiry:

(a) Third party general liability insurance covering the work and services described in this Agreement. Such policy shall include non-owned automobile liability, personal injury, contractual liability, contingent employer’s liability, cross liability and severability of interest clauses. Such insurance shall provide coverage for an amount not less than five million ($5,000,000.) dollars and shall include the Service Manager as an additional insured with respect to all of Service Agent’s responsibilities relating to this Agreement and;

(b) Automobile liability insurance for an amount not less than two million ($2,000,000.) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

Insurance and Liability

In September 2010, a series of events, following a serious fire at an apartment building owned by the Toronto Community Housing Corporation (TCHC), will result in severe and on-going financial consequences related to insurance costs that will impact Social Housing Providers throughout the Province.

Also, this fire highlighted the financial, policy and regulatory barriers to working with the vulnerable tenants in social housing communities. This fire exposes the Province to future liabilities arising from the contingent liability for mortgages and future claims from the public. Again, any losses associated with these claims can be charged back to the Service Manager.

This fire at TCHC will cost the insurance companies approximately $37Million dollars. The tenants have also filed a class-action lawsuit against TCHC which will be defended by their general liability policy.

The insured costs of the fire will result in increased property insurance premiums of up to 61% in 2011-2012 for all Social Housing Providers in the Province. Another impact of the fire is the negative change in the risk profile of social housing providers for the insurance industry.

In the attached letter to the Ministry of Municipal Affairs and Housing, the Social Housing Services Corporation has asked the Province for legislative and policy changes to mitigate the risks associated with the profile of social housing and for financial assistance in order to smooth the impact of this sudden and significant insurance premium increase on Social Housing Provider budgets and subsequently Service Manager subsidies to these Housing Providers.

FINANCIAL IMPACT

An increase in insurance premiums of up to 61% would result in a potential total cost increase of $687,740 for Social Housing Providers (London & Middlesex Housing Corporation, Non-Profit and Co-operative Housing Providers) in the City of London and in Middlesex County.
Recommendation

It is recommended that the Mayor be requested to write a letter, from the City of London to the Premier of Ontario and to the Ontario Minister of Municipal Affairs and Housing, endorsing the recommendations made in the attached correspondence from the Social Housing Services Corporation to the Ministry of Municipal Affairs and Housing; and that this letter be copied to our local Members of Provincial Parliament and the Association of Municipalities of Ontario.

RECOMMENDED BY:

LOUISE STEVENS
DIRECTOR OF MUNICIPAL HOUSING

CONCURRED BY:

ROSS L. FAIR
EXECUTIVE DIRECTOR COMMUNITY SERVICES

C. M. Hayward, City Treasurer & Chief Financial Officer
J. Jackson, Manager, Risk Management
A. L. Barbon, Manager, Financial & Business Services, Community Services
G. Hopcroft, Director, Intergovernmental & Community Liaison
L. Reed, CEO, Social Housing Services Corporation
May 20, 2011

Ministry of Municipal Affairs and Housing
Assistant Deputy Minister’s Office
17th Floor
777 Bay St
Toronto ON  M5G2E5

Attention: Ms. Janet Hope, Assistant Deputy Minister, Municipal Affairs and Housing

Dear Janet:

As a follow up to our meeting last week, below is a summary of the issues we discussed.

On September 24, 2010, a fire originated in a unit on the 24th floor of a multi-residential apartment building at 200 Wellesley Street East in Toronto, owned by Toronto Community Housing Corporation (TCHC). This is a 29-floor high rise apartment building, with a total of 711 residential units.

The fire apparently commenced at 4:30 p.m., and the City of Toronto Fire Department was notified shortly thereafter. A total of 120 firemen responded to this alarm. It took the crews approximately 8 hours to extinguish the blaze which was contained within the single unit. Information relayed by the local fire department indicates that a total of 5 million gallons of water were poured on the building to fight the fire. Due to the extensive amount of damage and the injuries to over 10 tenants, the Ontario Fire Marshal's office was contacted and commenced their investigation.

This single unit fire will result in severe and ongoing financial consequences related to insurance costs that will impact social housing providers throughout the Province. The fire also highlighted barriers to working effectively with vulnerable tenants in our housing communities from public policy, financial, and regulatory perspectives. In addition, this event exposes the Province to future liabilities arising from both the contingent liability for mortgages and future claims from the public should the Province not take action to resolve known hazards that may cause property damage, injury and death.

Insurance Implications
The Wellesley Street fire will eventually cost the insurance companies approximately $37M dollars. This is in addition to the estimated $5M in uninsured expenses incurred by TCHC to house displaced tenants and replace their damaged property. In addition, the tenants have filed a class-action lawsuit against TCHC for damages caused by the fire which must be defended by TCHC’s general liability policy. TCHC has filed suit against Greenwin, the property manager, for failure to appropriately manage the tenant of this unit who had been identified as a hoarder in the unit inspection process the month before the fire.
The insured costs of the fire will result in increased property insurance premiums in 2011/12 of up to 61% as the insurers attempt to recoup their losses. A more significant impact of the fire however, is that it changes the risk profile of social housing in the eyes of the entire insurance industry, and these increased premium costs will continue into the foreseeable future.

Prior to this event the insurance actuaries never contemplated that a fire in a non-combustible high-rise building would cost more than $2-$5M to repair and the property premiums charged were based on this assumption. And in fact, the fire damage at the building did fall within this range. The additional $32-$35M in costs are directly attributable to the volume of water poured on the fire by the City of Toronto Fire Department and the mould damage that occurred as a result of the Ontario Fire Marshal holding the building for 7 days post loss.

The world insurance marketplace has been experiencing a soft market cycle where capital is available and less desirable risks with a good loss history can obtain insurance coverage for a reasonable price. Recently however, with the earthquake and tsunami in Japan, the tornadoes in the U.S., flooding throughout North America and an anticipated severe hurricane season, it is expected that the market will begin to harden, premiums will rise and less desirable risk will experience difficulties in obtaining insurance coverage at any price.

Social housing was always seen as a less desirable risk to insure than private rental housing even during the current soft market cycle and this recent loss reinforced this negative perception. In addition, the capital shortfall of funds required to maintain social housing buildings in a good state of repair may further impact premiums as poorly maintained buildings appear to insurers as being more vulnerable to loss or damage. Consequently, in a hard insurance market even housing providers with good loss records may find it difficult to secure coverage at an affordable premium and those with poor loss records may find themselves uninsurable. Without insurance it is impossible for providers to keep or obtain mortgages, which exposes the Province to contingent mortgage liability with respect to their obligations to CMHC.

**Vulnerable Tenants**

The fire also highlighted the difficulty that TCHC and other housing providers face in dealing effectively with vulnerable tenants. The Province’s waiting list rules and municipalities’ local priority rules have resulted in increasing pressures on social housing providers to house clientele that require additional social supports without any allowance for the resource requirements of this new role. Non-profits, Local Housing Corporations and other social housing providers can connect vulnerable tenants to appropriate support services but they do not have the mandate, funding or expertise to perform social work or act as supportive housing providers.

TCHC houses approximately 164,000 tenants or approximately 6% of the population of Toronto. Their tenants are among Toronto’s most economically disadvantaged and marginalized residents. Almost 25% of their tenants are seniors (59+) and 28% of households report at least one member with a physical disability. TCHC also houses approximately 8,900 tenants with serious mental illness, making them the largest single provider in Ontario of housing for people living with serious mental illness but without the same resources available to supportive housing providers funded by the Province.

**Legislative and Policy Changes**

There are a number of legislative and policy changes that could be introduced that would serve to improve the ability of housing providers to manage the risk posed by their tenants and improve the risk profile of the portfolio:
--Amend the RTA and applicable legislation to permit housing providers to move special needs tenants within a building to lower floors or to other buildings with special need supports. This will reduce the risk of fire originating on higher floors, as was the case at 200 Wellesley.

--Amend the RTA to include tenant insurance in the definition of rent. This is needed so that providers can collect tenant insurance premiums as a flow-through and to assist tenants in maintaining insurance so they can find alternate accommodation and replace their belongings in the event of a loss.

--Amend the Health Protection and Promotion Act to require every board of health to superintend, provide or ensure the provision of health programs and services for tenants with mental illness.

--Convene a Committee that includes representatives from the Ontario Fire Marshal, the insurance industry, City Fire Departments, TCHC, SHSC and private landlords, to develop a protocol for fighting and investigating multi-residential high rise fires that meets the objectives of all stakeholders including tenants.

--Consolidate current supportive service agencies to special needs tenant building clusters to ensure vulnerable tenants living in social housing buildings have ready access to needed support services.

--Develop protocols for municipal and volunteer fire departments to provide direction around when and what orders should be written to enforce fire safety requirements of the Ontario Fire Marshal in hoarding and other high-risk units.

--Amend the SHRA and HSA to allow the insurance benchmark to be set based on actual insurance costs annually and include an allowance to increase building values by a cost factor increase each year to ensure there is sufficient insurance coverage that premises can be rebuilt if destroyed by an insured loss.

In addition, the Province could assist with addressing the immediate needs of the Service Managers and housing providers by providing one-time funding to smooth the impact of this sudden and significant insurance premium increase for the 2011/2012 policy year. In this way the increase could be spread over multiple budget years and be more readily funded through Service Manager budgets.

I hope I have clarified the issues we discussed and hope to hear back from you very soon.

Yours truly,

Lindsey Reed
CEO
Social Housing Services Corporation

Cc: Dina Stigas – Minister’s Office, Ministry of Municipal Affairs and Housing
Howie Wong – General Counsel, Toronto Community Housing Corporation
3RD REPORT OF THE
CHILD CARE ADVISORY COMMITTEE

Meeting held on May 18, 2011, commencing at 1:00 p.m.

PRESENT: C. Wagg (Chair), N. Cole, G. Doerr, J. Falconer, M. Hoff and A. Wittstein and H. Lysynski (Secretary).

ALSO PRESENT: Councillor H. L. Usher, I. Gibb and A. Rae.

REGRETS: S. Carter, H. Gerrits and D. Gordon.

I YOUR COMMITTEE REPORTS:

1. (Add) That the Child Care Advisory Committee held a general discussion with Councillor H. L. Usher with respect to the mandate of the Child Care Advisory Committee and how it can assist the Community and Neighbourhoods Committee.

2. (3) That the Child Care Advisory Committee (CCAC) approved the following amendments to the Child Care Occupancy Report:

   (a) removing the word “Compliance” on the “Summary of Spaces Available by Age Group”; and,

   (b) deleting the words “Info not provided by Child Care Centre and/or No Infant Age Group” on the “Child Care Centre Occupancy Rates” maps and replacing it with “No Infant Child Care Provided in that District”;

   it being noted that the CCAC asked its Committee Secretary to schedule a delegation time for the CCAC, at the June 14 Community and Neighbourhoods Committee (CNC), for the purpose of advising the CNC of the Child Care Occupancy Report; and,

   it being further noted that the Occupancy Report Sub-Committee consists of N. Cole (Chair), A. Rae, C. Wagg, W. Richardson and M. Harkins.

3. (4) That the Child Care Advisory Committee postponed consideration of the Licensed Home Child Care Report as the statistics were unavailable.

4. (5) That the Child Care Advisory Committee received the attached Child Care Subsidy Statistics for the months of January, February and March, 2011, from I. Gibb, Manager, Children’s Services; it being noted that the Wait List as of May 16, 2011 is 365 children.

5. (6) That the Child Care Advisory Committee heard a verbal presentation from I. Gibb, Manager, Children’s Services, with respect to an update on the roles and responsibilities relating to children’s services of the Community Services Department.

6. (7) That the Child Care Advisory Committee postponed discussion related to the Ontario Early Learning Framework to a future meeting, when D. Gordon is able to attend.

7. (Add) That the Child Care Advisory Committee held a general discussion with respect to the potential inclusion of www.familyinfo.ca on the City of London website.

8. (B) That the Child Care Advisory Committee asked its Committee Secretary to place the following items on its next Agendas:

   September 21: Delegation from I. Gibb, Manager, Children’s Services, with respect to the Fee Subsidy; it being noted that the purpose of this meeting will be to discuss the Fee Subsidy;

   October 26: Regular Agenda Items; and,
November 16: Delegation from Holly Gerrits and Representatives from the Thames Valley District School Board and the London & District Catholic School Board with respect to full-day early learning implementation.

9. That the Child Care Advisory Committee received and noted the following:

2nd Report of the CCAC

(a) (1) the 2nd Report of the Child Care Advisory Committee from its meeting held on March 23, 2011; and,

(b) (2) a Municipal Council resolution adopted at its meeting held on April 4, 2011 with respect to Advisory Committee appointments.

Advisory Committee Appointments

Next Meeting

10. That the Child Care Advisory Committee will hold its next meeting on September 21, 2011.

The meeting adjourned at 3:30 p.m.
### Child Subsidy 2011 Application and Placement Stats

<table>
<thead>
<tr>
<th></th>
<th>January</th>
<th>February</th>
<th>March</th>
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<tbody>
<tr>
<td># unique active children</td>
<td>2,980</td>
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<tr>
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<td>Emergency Placements due to Professional Referrals for immediate care</td>
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VTH REPORT OF THE

TREES AND FORESTS ADVISORY COMMITTEE

Meeting held on May 25, 2011, commencing at 12:20 p.m.

PRESENT: B. Gilmore (Chair), Councillor J. L. Baechler, C. Benson, I. Kalsi, J. Ryan, D. Sheppard, B. Shiell and G. Sinclair and B. Mercier (Secretary).

ALSO PRESENT: A. Beaton, I. Listar, R. Postma.


I YOUR COMMITTEE RECOMMENDS:

TFAC Glossary of Terms

1. (7) That the attached Trees and Forests Advisory Committee (TFAC) Glossary of Terms BE INCLUDED in the orientation package for the newly appointed TFAC membership for the term commencing December 1, 2011 to November 30, 2014; it being noted that the TFAC reviewed and received the above-noted communication, dated March 2, 2011, from J. Kennedy and B. Shiell.

UFORE Report

2. (Added) That the following actions be taken with respect to the Urban Forest Effects (UFORE) report:

(a) the Civic Administration BE REQUESTED to finalize the Urban Forest Effects (UFORE) report by August 1, 2011; and,

(b) should existing internal resources impede the completion of (a) above, additional resources BE COMMITTED to facilitate the UFORE completion;

it being noted that the draft UFORE report was reviewed and commented on by the Trees and Forests Advisory Committee in June 2010, with the final UFORE report expected by May 2011.

II YOUR COMMITTEE REPORTS:

EAB Management in Canada and the U.S.A.

3. That the Trees and Forests Advisory Committee (TFAC) heard the attached presentation from B. Rabicki, Davey Resources Group and B. McGauley, ACFOR, with respect to the Emerald Ash Borer (EAB) management in Canada and the U.S.A. The TFAC was advised that the City of London’s Forestry will be treating 400 ash trees at the end of June, and that a summary of those treatments will be part of the staff report and strategy going forward to the standing committee in July 2011.

4th Report of the TFAC

4. (1) That the Trees and Forests Advisory Committee (TFAC) noted and filed the 4th Report of the TFAC meeting held on April 27, 2011.

Tree Planting and Removals Summary

5. (2) That the Trees and Forests Advisory Committee (TFAC) reviewed and received a communication from H. Popham, Community Projects Coordinator, and heard a verbal report from R. Postma, Forestry Technologist, with respect to the tree planting and removals summary, January – December 2010.

London’s Amazing Tree Quest and ReForest London Tree Planting Volunteers Needed

6. (3, 4) That the Trees and Forests Advisory Committee (TFAC) reviewed and received communications from J. Ryan, with respect to the London’s Amazing Tree Quest contest, to be held until August 15, 2011, and a request from ReForest London for volunteers to help plant trees this spring.

London’s Million Tree Challenge Proposal

7. (5) That the Trees and Forests Advisory Committee (TFAC) reviewed and received a communication from J. Ryan, with respect to London’s million tree challenge proposal, which will challenge Londoners to plant one million trees over the next ten years; it being noted that the TFAC expressed its endorsement of the proposal.
8. (6) That the Trees and Forests Advisory Committee (TFAC) postponed selecting a TFAC representative for the Urban Forest Strategy Steering Committee, to the next meeting of the TFAC.

9. (8) That the Trees and Forests Advisory Committee (TFAC) reviewed and received a communication, dated May 24, 2011, from D. Sheppard, with respect to a request that the TFAC acknowledge and thank community members for their efforts in protecting woodlands. The TFAC directed its Chair to write a short note to accompany a copy of TFAC’s resource book “Trees of the Carolinian Forest”, to be sent to the following: Sandy Levin, Nature London, Peter Pickfield, Mark Dorfman and George Sinclair.

10. (Added) That the Trees and Forests Advisory Committee (TFAC) asked that Staff provide an update on the Tree Planting Guidelines at the next meeting of the TFAC.

11. That the Trees and Forests Advisory Committee (TFAC) will hold its next meeting on June 22, 2011.

The meeting adjourned at 2:38 p.m.
March 2, 2011

**Glossary of Terms**

**Adjacent Lands:** for the purposes of Policy 2.1, (PPS), those lands continuous to a specific natural heritage feature or area where it is likely that development or site alteration would have a negative impact on the feature or area. (PPS)

**Agricultural Uses:** means the growing of crops, including nursery and horticultural crops, raising of livestock, raising of other animals for food, fur or fibre, including poultry or fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures. (PPS)

**Brownfield Sites:** means undeveloped or previously developed lands that may be contaminated. They are usually, but not exclusively, former industrial or commercial properties that may be underutilized, derelict or vacant.

**Buffer:** an area or band of permanent vegetation located adjacent to a natural heritage feature and usually bordering lands that are subject to a development or site alteration. The purpose of the buffer is to protect the feature and its function by mitigating impacts of the proposed land use.

**Carolinian Forest:** an area within the eastern deciduous forest of mixed wood plains eco-zone characterized by its physiography and eco-climate, supporting plants and animals typical of lower latitudes. (UFORE)

**Development:** means the creation of a new lot, a change in land use, or the construction of buildings and structures, requiring approval under the Planning Act. (PPS)

**Diameter at Breast Height (DBH):** is the point at which a tree trunk diameter is usually measured (i.e. 1.3 m above the ground) (UFORE)

**EAB:** Emerald Ash Borer

**Environmental Impact Study (EIS):** is a study required to clearly determine and describe the significant features and functions of a component(s) of the natural heritage system, outline the proposed development and determine potential impacts on those features and functions. (EMG)2006

**Environmentally Significant Areas (ESA):** area of environmental interest

**Erosion Hazard:** means the loss of land, due to human or natural processes, that pose a threat to life and property. (PPS)

**Environmental Review (OP):** are lands shown on the City’s Official Plan Schedule “A” as lands requiring an Environmental Impact Study (EIS) to be completed before the lands can be designated for land use.

**Flood Plain:** for river, stream, and small inland lake systems, means the area, usually low lands adjoining a watercourse, which has been or may be subject to flooding hazards. (PPS)

**Forest:** a terrestrial vegetation community with at least 60% tree cover. (C of L)

**Geographic Information Systems (GIS):** is a computer based information system used to analyze data

**Intensification:** means the development of a property, site or area at a higher density than currently exists through redevelopment, the development of vacant lands within previously developed areas, infill development, or the expansion or conversion of existing buildings. (PPS)

**Leaf Area:** is the amount of space taken up by all of the leaves found in the layers in the crown of a tree. It is calculated for each species from field data measurements of crown width and depth. The UFORE model converts these measurements into a two-dimensional estimate of leaf area for each species. (UFORE) (Total surface area of all leaves on a tree)

**Leaf Cover:** is the proportion (%) of the ground surface that is covered by tree canopies and shrubs when viewed from above. (UFORE)
Mitigation: includes the prevention, modification or alleviation of impacts on the natural environment and the prevention of negative impacts. (MNR)

MNR: Ministry of Natural Resources

MOE: Ministry of the Environment

Native Species: are those that occur in the region in which they have evolved prior to European settlement and possess certain traits that make them uniquely adapted to local conditions. (UFORE)

Natural Heritage System: means a system made up of natural heritage features and areas, linked by natural corridors which are necessary to maintain biological and geological diversity, natural functions, viable populations of indigenous species and ecosystems. These systems can include lands that have been restored and areas with the potential to be restored to a natural state. (PPS)

Naturalization: is the process of using local plant material to create an area of structural and botanical diversity for educational, social and environmental benefits. (Oakville UFORE)

Non-Native Species: are species that have been introduced to a new area, usually a new continent. They tend to grow at high population densities and can have a negative impact on other plants. (UFORE)

Official Plan (OP): is a planning document adopted by a municipality setting goals, objectives and policies to manage and direct physical change and the effects on the social, economic and natural environment of the municipality.

Old Growth: a self perpetuating community composed primarily of late successional species that usually show uneven age distribution, including large old trees without open growing characteristics. (C of L)

Open Space (OS): lands designated as to be maintained as park space or in a natural state.

Plantable Space: is a field estimation of the available space that can accommodate tree planting. (UFORE)

Plantation: a coniferous or deciduous treed community in which the majority of trees have been planted. (C of L)

Provincial Policy Statement (PPS): provides policy direction on matters of provincial interest related to land use planning and development. The PPS sets the policy foundation for regulating the development of land. It also supports the provincial goal to enhance the quality of life for the citizens of Ontario. (PPS)

Re redevelopment: means the creation of new units, uses or lots on previously developed land in existing communities, including brownfield sites. (PPS)

Rehabilitation: to restore the ecosystem to a higher functioning condition. (MNR)

Riparian Zone: A strip of land of variable width adjacent to and influenced by a body of fresh water. (NRC)

Rural Area: means lands in the rural area which are located outside settlement areas and which are outside of prime agricultural areas. (PPS)

Savanna: a treed community with 11 to 35% cover of coniferous or deciduous trees. (C of L)

Settlement Areas: means urban areas and rural settlement areas within municipalities (such as cities, towns, villages and hamlets) that are built up areas where development is concentrated and which have a mix of land uses.

Significant Woodland: an area which is ecologically important in terms of features such as species composition, age of trees and stand history; functionally important due to its contribution to the broader landscape because of its location, size or due to the amount of forest cover in the planning area; or economically important due to site quality, species composition, or past management history. (PPS)
Shrub: A perennial plant usually with several perennial stems that may be erect or may lay close to the ground. It will usually have a height less than 4m and stems no more than about 7.5 cm in diameter.

Soil Compaction: A general summary of compaction as applied to tree and soil health problems would be soil which has a loss of soil aeration pore spaces and has undergone extensive resorting and packing of soil particles. (University of Georgia) (Crandall Benson)

Street Trees: are defined as trees on public right-of-ways between the curb and property line along the side of streets or in medians of all streets, avenues, or right-of-ways within the City. (City of Waterloo)

Structural/Replacement Value: is the amount it would cost to replace the tree and is estimated using the diameter and type of tree species, multiplied by the health and location rating of that tree. (UFORE)

Swamp: a mineral rich wetland community characterized by a cover of coniferous or deciduous trees. (C of L)

Tree: a tree is any living or dead woody vegetation with \( \geq 2.5 \) cm DBH. It can include native and non-native species. (UFORE)

Tree Stature-Large: is a tree species that, at less than 40 years old, is greater than 12m tall with trunk diameter (dbh) over 76cm. (UFORE)

Tree Stature-Small: is a species that, at less than 40 years, is smaller than 7.6m tall with trunk diameters (dbh) less than 51cm. (UFORE)

Treed: a community with tree cover of \( > 10\% \). (C of L)

Understorey: The lower level of vegetation in a forest. Usually formed by ground vegetation, mosses, herbs, lichens and shrubs. (NRC)

Urban Forest Effects Model (UFORE): is a standardized method for scientifically analyzing the structure, air quality and climate change benefits, energy-saving benefits, and economic value of urban trees. (UFORE)

Urban Forest: is defined as tree-dominated vegetation and related features found within an urban area and includes woodlots, plantations, street trees/boulevard trees, trees on private properties, fields in various stages of succession, wetlands and riparian areas and trees located in parks. (UFORE)

Urban Growth Boundary (UGB): is a boundary line on Official Plan Schedule "A" which delineates the area anticipated for land and services associated with urban growth over the twenty (20) year planning period of the plan.

Watershed: means an area that is drained by a river and its tributaries. (PPS)

Wetland: means lands that are seasonally or permanently covered by shallow water, as well as lands where the water table is close to or at the surface. (PPS)

Woodlands: are treed areas that provide environmental and economic benefits to both the private land owner and the general public, such as erosion prevention, hydrological and nutrient cycling, provision of clean air and long term storage of carbon, provision of wildlife habitat, outdoor recreational opportunities, and the sustainable harvest of a wide range of woodland products. (PPS)

Woodland Cover: is the total area (ha) or percentage of area that is classified as woodland. (UFORE)

Xylophagous: That feeds on wood. (NRC)

Zoning By-law: is a planning document that can be passed by a municipality, in conformity to the Official Plan, to restrict the use of land.

References
Provincial Policy Statement 2005 (PPS)

Official Plan (OP)

Urbane Forest Effects Model 2010 (UFORE)

Ministry Natural Resources Natural Heritage Reference Manual (MNR)

Natural Resources Canada (NRC)

Signed Copies are available in the City Clerk's Office


http://www.ufore.org/about/index.html

http://www.oakville.ca/forestry.htm
EAB Strategic Plan
City of London, Ontario

Skip Kincaid
Senior Consulting Urban Forester
Davey Resource Group
ISA Board Certified Master Arborist
SAF Certified Forester

Barb Rabicki
Canadian Manager
Davey Resource Group
ISA Certified Arborist

Potential Impact

Before
During
After

These photos, taken from the same vantage point of the same street in Livonia, Michigan, shows the devastating loss to the community of ash trees killed by EAB. Photos taken by R.J. Laverne, DRG’s Manager of Education and Training.
Benefits of Trees

- Control Air Pollution
- Community Livability
- Economic Development
- Water Quality
- Stormwater Mitigation
- Energy Conservation

EAB Presence in London

First confirmed in 2006; quarantine zones established

Surveys conducted by CFIA in 2007
London Tree Inventory

- 9,725 ash trees
- 7,609 ash in good/excellent condition
- 898 good/excellent condition greater than 25 cm
- 9.5% woodlots white ash

- 24.7% London canopy cover – all tree species

Contact Us...

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Davey Resource Group, Canadian Manager
289-983-0303
barb.rabicki@Davey.com

Skip Kincaid
Davey Resource Group
314-822-7700
skip.kincaid@Davey.com
5TH REPORT OF THE
ANIMAL WELFARE ADVISORY COMMITTEE

Meeting held on May 24, 2011, commencing at 4:08 p.m.


ALSO PRESENT: R. Oke.

REGrets: L. Jackson and V. Van Linden.

I YOUR COMMITTEE RECOMMENDS:

Dog Muzzle Appeals

1. (4, 6) That the Civic Administration BE REQUESTED to require any newly hired Hearing Officers to attend an Animal Welfare Advisory Committee (AWAC) meeting for the purpose of raising awareness on animal-related issues which may be applicable at dog muzzle appeal hearings; it being noted that the AWAC held a general discussion and reviewed and received a Report, dated April 13, 2011, from the City Clerk, with respect to the appointment of hearings officers to conduct hearings under various City of London by-laws.

Advisory Committee Review

2. (Added) That the City Clerk BE ASKED to communicate with the Animal Welfare Advisory Committee with respect to its Terms of Reference, prior to the completion of the current review of advisory committees.

Garbage Collection Calendar

3. (Added) That the Civic Administration BE ASKED to include the attached photo, or a similar logo, in the 2012 garbage collection calendar; it being noted that the Animal Welfare Advisory Committee (AWAC) heard a verbal report from M. Shepherd, with respect to advertising support for local shelters.

II YOUR COMMITTEE REPORTS:

Service Dogs

4. (3) That the Animal Welfare Advisory Committee (AWAC) heard a verbal report from A. Papmehl, with respect to service dogs in Canada. The AWAC asked that J. Robertson and/or L. Jackson be invited to a future meeting of the AWAC to provide further information with respect to this matter.

Animal Services Review

5. (5, 7) That the Animal Welfare Advisory Committee (AWAC) reviewed and received a Report, dated May 17, 2011, from the Director, Environmental Programs and Solid Waste, with respect to upcoming major animal services reports, and a presentation from E. Gerrow, provided at the City Staff and animal rescue/volunteer groups discussion session held on May 14, 2011. The AWAC asked that A. Papmehl and M. Shepherd seek delegation status at the July 19, 2011 Community and Neighbourhoods Committee meeting to present the AWAC’s recommendations relating to the City’s Animal Care and Control contract.

6. The Animal Welfare Advisory Committee (AWAC) noted and filed the following:

(a) (1) the 4th Report of the Animal Welfare Advisory Committee from its meeting held on April 26, 2011; and,

(b) (2) a communication, dated May 16, 2011, from M. Shepherd, with respect to the “Companion Animal Adoption” Rescue Act (CAARA), proposed for the State of New York.

Next Meeting

7. That the Animal Welfare Advisory Committee (AWAC) will hold its next meeting on June 28, 2011.

The meeting adjourned at 6:45 p.m.
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE

FROM: CATHARINE SAUNDERS
CITY CLERK

SUBJECT: ACCESSIBILITY ADVISORY COMMITTEE
ANNUAL EMPOWERMENT AND ACTION DAY

DATE: JUNE 14, 2011

RECOMMENDATION

That, on the recommendation of the City Clerk, the following actions be taken with respect to the recommendation of the Accessibility Advisory Committee (ACCAC), from its meeting held on April 28, 2011, relating to the 2011 Empowerment and Action Day:

(a) the existing Parks and Recreation registration systems (on-line, phone, fax, mail and in-person) BE UTILIZED to process registrations for the 2011 ACCAC Empowerment and Action Day;

(b) a public participation meeting BE HELD at the July 19, 2011 meeting of the Community and Neighbourhoods Committee to consider an amendment to the City’s Fees and Charges By-law to set a registration fee of $20.00 per person (including HST), for the above-noted event; and,

(c) the London Economic Development Corporation BE THANKED for their past contributions and current willingness to assist with the ACCAC’s annual conference event.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

n/a

BACKGROUND

On May 17, 2011 the Community and Neighbourhoods Committee referred the following Accessibility Advisory Committee recommendation to the Civic Administration for review and comment:

“That the following actions be taken with respect to the ACCAC’s 17th Annual Empowerment and Action Day Conference, to be held on Wednesday, October 19, 2011:

(a) a registration fee of $20.00, including H.S.T., BE APPROVED for individuals attending the Conference; it being noted that the attached draft Conference budget includes revenue from registrations in order to decrease the amount of municipal subsidy from the Accessibility Advisory Committee (ACCAC) 2011 budget allocation; and,

(b) subject to the approval of the registration fee noted in part (a), above, the following additional actions be taken:

(i) the Civic Administration BE DIRECTED to take the necessary steps to enact the implementation of the fee, including an amendment to the Fees and Charges By-law A-40;
(ii) the Civic Administration BE REQUESTED to provide staff support to accommodate in-person, phone, fax and mail-in conference registration; and,

(iii) the use of the London Economic Development Commission’s on-line event registration BE EXPANDED to include the collection of a registration fee;

it being noted that the ACCAC has been successfully organizing this conference for several years and is appreciative of the past support of the Municipal Council and staff, noting that annual attendance has grown to over 250 people; it being further noted that the ACCAC reviewed and received a report from the March 23, 2011 meeting of its Education and Awareness Sub-committee, and communications with respect to its 17th Annual Empowerment and Action Day Conference.”

In 2010, the London Economic Development Corporation (LEDC) provided an on-line registration venue for the ACCAC Conference. The LEDC had the existing software, and capacity, to accommodate this. The LEDC has the capability and is willing to continue to provide this service (including a fee collection, if approved) for the Conference. Despite the LEDC’s continued willingness to assist and on-going co-operation, there are some limitations with respect to continuing this arrangement if a registration fee is implemented.

The Parks and Recreation registration technology utilized for program registrations and facility rental contracts, has the capability to accommodate the majority of the requests put forward by the ACCAC. At the present time Parks and Recreation staff can receive registrations on-line, by phone, fax, mail and in person. There is existing infrastructure and training to facilitate the processing of the ACCAC registrations and secure payment processes. Should this method be used for the ACCAC Conference registration, there are some additional logistics and requests to finalize in relation to this process and other requirements of the ACCAC, which can be completed administratively.

At the present time, there is not an established registration fee within the City’s Fees and Charges By-law. In accordance with the City’s Notice Policy, notice of consideration of an amendment at a public meeting would be required. It would be necessary to give notice of the consideration at the July 19, 2011 meeting of the Community and Neighbourhoods Committee. The by-law, if approved, could then be enacted at the July 25, 2011 Council meeting. This would mean that registration could begin to be processed as early as August 1, 2011.

CONCLUSION

The Community Services Department Customer Service Team has the infrastructure, training and resources existing to best accommodate the registration requirements for the Accessibility Advisory Committee’s event. The Fees and Charges By-law A-40 requires an amendment to allow the nominal registration fee of $20.00 per person (including HST), to assist the ACCAC in recovering the costs of presenting the Conference.

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<th>CONCURRED BY:</th>
<th>RECOMMENDED BY:</th>
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<tr>
<td>Ross L. Fair, Executive Director Community Services</td>
<td>Catharine Saunders, City Clerk</td>
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Signed Copies are available in the City Clerk’s Office
May 18, 2011

Chair and Members
Community and Neighbourhood Committee

Re: Vital Services Bylaw

Dear Members and Colleagues:

Every year I receive numerous complaints regarding the Vital Services for Leased and Rented Premises Bylaw (PH-6).

The above noted bylaw came into effect in 1995. This bylaw enforces landlords to have the heating system on between the dates of September 15th through to June 15th. Due to the rising temperatures each year, this bylaw legally restricts landlords from providing air conditioning to their tenants prior to June 15th even in the case of unseasonal warm weather.

I would respectfully request that a review be undertaken on the above noted bylaw.

Respectfully,

Paul Hubert
Councillor Ward 8
May 31, 2011

Chair and Members
Community and Neighbourhoods Committee

Re: Ed Blake Park – Parking Congestion and Traffic Calming

I have attended Ed Blake Park Spray Pad and Playground with my 6 year old daughter Helen a number of times.

Parking occurs and is problematic on both sides of Barker Street and the side street off Barker. Vehicles also speed down both of these streets, while families and children are trying to cross safely to the park.

I respectfully request that staff report back with a solution and an implementation plan to:

- Indent the general area of the splash pad and playground with a number of angled parking spots.
- Look at traffic calming measures for Barker Street and the main side street.

Sincerely,

Stephen Orser
Councillor, Ward 4
(519) 851-4968
June 1, 2011

Chair and Members
Community and Neighbourhoods Committee

Re: Taxi and Limo compliance initiative occurrence - Friday, May 27, 2011
Taxi and Limousine Licensing Bylaw Safety Changes

In light of the fact that on May 27, 2011 - 44 Taxicabs were inspected and 25 of those vehicles had their Taxi and Limousine plates seized for various safety infractions etc., resulting in 109 tickets issued by Police and Bylaw Enforcement Officers, I respectfully request that the Community and Neighbourhoods Committee recommend to City Council that the following changes be made to the Taxicab & Limousine Licensing Bylaw:

1. Vehicles requesting Taxi status can be no more than 2 years old and have a maximum service of 6 model years, including year of manufacture.

2. All safety inspections are to be completed at arm’s length of the Taxi license holders, at City approved garages, to ensure the integrity and accuracy of the required vehicle safety checks.

3. The City of London hire 2 part time Taxi Bylaw Enforcement Officers, with a Mechanics License or similar qualifications and recover the cost of the same, from the Taxi Licensing fees to make it revenue neutral for the taxpayer.

4. If a vehicle is found to be so unsafe, that the Provincial plate has to be removed, the City immediately revokes the Taxi License and removes the individuals name from the plate priority list.

5. We establish an owner/operators Taxi plate with no limit, no transfer ability, no sale or lease option. It must be used only by the person driving the cab, their business partner, spouse or employee.

Currently Taxi drivers are leasing Taxi plates for $1,100 per month or $13,200 per year to use other people’s Taxi plates. Herein lies the problem of repairs and vehicle safety issues!

The owner operator plate will allow that $13,200 to be used for high quality vehicles and/or repairs, removing the middle man on Taxi plates, which serves no public benefit.

Stephen Orser
Councillor, Ward 4
(519) 851-4968
MEDIA RELEASE

Date: Tuesday, May 31, 2011

Taxi and Limo compliance initiative - Update

On Friday May 27th, members of the London Police Service Traffic Management Unit teamed up with the Taxi/Limousine by-law enforcement unit and conducted a safety initiative of area taxis and limousines.

During the day 44 vehicles were inspected and as a result of those inspections, 9 vehicles were removed from the street and had their licence plates removed. This was due to multiple safety infractions where the officer deemed the vehicle to be unsafe; 25 of the vehicles had their “taxi/limo plate” seized for various infractions as well.

Overall there were 109 tickets issued by the police and by-law enforcement officers some (25) charged the owner of the cab for failing to keep it in good condition. Some charged the driver for failing to properly inspect the vehicle or maintain a proper log or trip records.

Some of the other infractions laid were for failing to have a working camera system, interior lights, broken windshield, holes in body/floor, mechanical defects, braking systems, parking brakes, suspension, dented body panels, emergency lights etc.

Compliance to this by-law ensures that only “safe” taxis and limousines are used and that members of the public have confidence in the quality of the vehicle and service provided by members of the taxi and limousine business.

Dennis Rivest
Constable
Public Information Officer
Media Relations
London Police Service
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London, Ontario
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London CANADA
June 1, 2011

Chair and Members
Community and Neighbourhoods Committee

Re: Enquiry Taxi and Limo compliance initiative occurrence - Friday, May 27, 2011

In light of the results of 9 taxis being removed from the road for various reasons, most notably multiple safety infractions and the Provincial and City of London Taxi licenses removed from the cars, I respectfully request that the Community and Neighbourhoods Committee make an enquiry to the Municipal Bylaw Enforcement staff, with respect to our enforcement options to deal with these 9 Taxi Plate holders, under the current bylaw.

Stephen Orser
Councillor, Ward 4
(519) 851-4968

Attached:
MEDIA RELEASE

Date: Tuesday, May 31, 2011

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Follow us on Twitter @ Lpsmediaoffice
April 29, 2011

Chair and Members
Community and Neighbourhoods Committee

Re: Salt Water Pools and Waste Discharge Bylaw WM-16

The City currently uses salt on the roads, which eventually runs into the storm sewer system and secondly, we have a major discharge of salt water directly into the Thames River on a continual daily basis.

Major confusion and resistance to the logistics or rationale of the current Waste Discharge Bylaw, has brought this item forth and I would like to see the Bylaw brought in line with public agreement and technical reality.

Based on these facts, I would like to request that salt water pools be exempt from the Waste Discharge Bylaw WM16.

Respectfully,

Dale Henderson
Councillor, Ward 9
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
JUNE 14, 2011

FROM: ROSS L. FAIR
EXECUTIVE DIRECTOR
COMMUNITY SERVICES DEPARTMENT

SUBJECT: MUNICIPAL GOLF TASK FORCE RECOMMENDATIONS

RECOMMENDATION

That, on the recommendation of the Executive Director of Community Services the following actions BE TAKEN:

a) The attached 2011 MUNICIPAL GOLF BUSINESS PLAN & RECOMMENDATIONS report (Attachment ‘A’) BE RECEIVED;

b) The following recommendations from the Task Force BE ENDORSED:
   i) Civic Administration BE REQUESTED to further develop a 3 year Capital Plan that includes improvements to all municipal golf courses noting that the 2011 Municipal Golf Business Plan includes a short term capital budget;
   ii) Golf courses BE TREATED as a municipal golf system as opposed to individual golf courses;
   iii) Civic Administration BE DIRECTED to continue to review any concerns that could not be addressed by the Golf Task Force;
   iv) The Golf Task Force NOT BE DISBANDED and the Task Force, as amended from time to time, BE REQUESTED to participate in an advisory capacity with Civic Administration at least two times per year (both pre and post season);

c) Consideration of the Task Force recommendation that “Any decision to close River Road Golf Course be deferred for 3 years to allow for a recovery to occur and move towards financial sustainability” BE TABLED until the Fall of 2011 at which time the Civic Administration will be providing a report on the 2011 performance of the Golf System;

d) The members of the 2011 Municipal Golf Task Force BE THANKED for their work, ideas and commitment to the success of London’s Municipal Golf System.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Community and Neighbourhoods Committee:
2011-03-08 Potential Closing of River Road Additional Information
2011-02-01 London Municipal Golf System and Shift in Strategic Direction

Community and Protective Services:
2008-02-25 Golf Course Business Case for Revenue
2004-10-12 Golf Course Trends and Proposed Fee Structure
2002-01-14 Financial Update on Golf Course Operations
2001-11-26 Financial Update on Golf Course Operations
2001-11-26 Contracting Out of Selected Golf Course Operations
BACKGROUND

City Council at its meeting of March 21st, 2011 passed the following recommendation:
That the General Manager of Community Services BE DIRECTED to establish a “London Municipal Golf Task Force” and to work with the Task Force to develop a 2011 golf business plan specific to the River Road Golf Course that would set the stage for continued operation of the Course without the requirement of municipal subsidy; it being noted that the business plan would include strategies to:

- implement the approved new membership and green fee rates;
- increase the rounds played at the River Road Golf Course;
- retain the current members, attract new golfers through affordable offerings of a variety of price points, and reflecting the varying golf opportunities provided;
- continue to grow the game by introducing new golfers, particularly youth;
- continue to maximize the average revenue per round, by increasing the food, beverage and pro shop spends per visit and by reducing operating costs, while maintaining the quality of the experience and sustaining remaining assets;
- include appropriate operating, short and long-term capital budgets, recognizing any potential for annual operating surpluses; and,
- the development of cost scenarios for repurposing the land if the River Road Golf Course is closed

City Council also passed a resolution to establish the following guidelines for the Municipal Golf Task Force noted in (a), above:

- a proposed Business Plan for municipal golf will be completed by May, 2011, with the General Manager of Community Services being authorized to implement any needed changes, at any time, at his discretion, with the exception of changes to fees for golf and subject to the approved 2011 golf budget and any other specific direction by the Municipal Council;
- the Task Force will be composed of ten citizen members, including the heads of the men's and women's sections at the municipal golf courses having established those positions, one representative from CUPE Local 107, and the members of the City of London’s “Golf Team”;
- Task Force decisions will be made in a collaborative manner, via consensus, in order to develop the proposed Business Plan; at least one “golfers meeting” will be held by the Task Force at each golf course during the process of developing the proposed Business Plan, in order to hear ideas about improving the performance of the municipal golf system, and specifically River Road;
- all written submissions related to the proposed Business Plan will be submitted through the Task Force;
- a draft of the proposed Business Plan will be circulated by the Task Force, for comment from all interested parties, prior to finalization of the Task Force’s final proposed Business Plan; and the final proposed Business Plan will be submitted by the Task Force to the General Manager of Community Services for transmittal to the Community and Neighbourhoods Committee, by May, 2011.
I am pleased to report that we had a significant number of individuals who volunteered to sit on the Task Force. Members of Committee will find the Task Force report attached hereto as Appendix A. The names of the Task Force members are listed in the Report. Here follows some excerpts from the Task Force Report:

**MUNICIPAL GOLF TASK FORCE PROCESS**

- The 2011 Municipal Golf Task Force had 8 meetings and used a consensus decision making model.
- Three general public golf meetings at each of the golf courses were held.
- The public had opportunity to comment through an on-line survey or written submissions.
- Comments and ideas from the Golf Task Force members, public meetings and surveys were reviewed by the Golf Task Force in the development of the plan.
- The 2011 Golf Business Plan was revised based on the priorities recommended by the Golf Task Force
- The draft 2011 Golf Business Plan was circulated for public comment.
- Public comment on the draft plan was considered and the Golf Task Force developed and prepared the Final Plan dated May 26, 2011.

**2011 MUNICIPAL GOLF BUSINESS PLAN & RECOMMENDATIONS REPORT**

The attached report describes the strategies included in the 2011 Municipal Golf Business Plan (Business Plan) as set by Council and the process that the Golf Task Force followed in further developing the Business Plan. The Business Plan sets forth the context, mission statement and organizes efforts and recommendations into the following four areas:

1. Increase Participation
2. Revenue Generation
3. Improve the Experience
4. Marketing

Specific efforts and supports for River Road Golf Course are also addressed. In addition, the Financial Plan is set out to achieve a net zero system target with stretch targets in various areas.

**MISSION STATEMENT FOR THE BUSINESS PLAN**

Our goal is to maintain the municipal golf system at an affordable level. The city provides quality municipal golf facilities and services to attract and develop a loyal following of golfers, while striving to be self-sustaining as a municipal system of golf, which includes re-investment, upkeep and modernization of the golf courses and its support buildings.

The City will develop a plan of continuous improvement for the municipal golf system, with an emphasis on River Road, focusing on changes and improvements at the respective courses, revenue streams, cost management and staff training and development to enhance the overall community benefits of the London golf experience.

**THREE YEAR DEFERRAL TO CONSIDER CLOSING RIVER ROAD GOLF COURSE**

On March 21, 2011, Council's decision to allow River Road Golf Course to remain open beyond the 2011 season was made contingent on allowing time for the Municipal Golf Task Force and Civic Administration to implement new strategies and ideas which would allow River Road Golf Course to operate without the requirement of municipal subsidy. While in agreement with The Municipal Golf Task Force that River Road Golf Course needs sufficient time to recover and become more self sustaining, the decision to allow a minimum of three years recovery is being recommended to occur in the Fall of 2011 and not at this time. This would allow for a full 2011 season of golf and the time to review the results of the implementation and monitoring of the recommendations, marketing strategies, research and capital investments in the 2011 Municipal Golf Business Plan and would provide pertinent information required in making the decision.

**COMMENTS FROM PRIVATE SECTOR OPERATORS:**

The Task Force received and noted comments from one private sector golf operator that questioned the “golf pays for golf” mandate and suggested that golf is subsidized in that it does not pay taxes and that corporate costs of central services are not allocated. Among other things the operator suggests that golf is subsidized by the tax base and that this is an “unfair” competitive advantage, that municipal golf is straying from its original intent of affordable golf and that increased efforts to improve revenues move municipal golf to compete with the private sector which threatens the
viability of private golf courses in London.

The operator also suggests that revenue targets are unrealistic. The operator also wishes to enter into a cooperative dialogue with the city regarding future growth which may affect private business interests.

COUNCIL’S REQUEST FOR INFORMATION ON COST SCENARIOS IF RIVER ROAD GOLF COURSE WERE TO CLOSE

Our Parks Planning and Design Division has been requested to conduct preliminary investigations with the Upper Thames River Conservation Authority and then develop a concept for the site. This concept, for illustration purposes only, will include multiple sports fields on the land above the top of bank, other more typical park and trail uses below the top of bank and any work to restore portions of the lands to a more natural state over time.

This information is not necessary to complete the golf business planning process which has been undertaken here. The plan and cost scenarios will help inform the discussions with Committee and Council when the Administration reports out on performance of municipal golf including financials after the conclusion of the 2011 season.

SUMMARY

In summary, the 2011 Municipal Golf Task Force in consultation with the public and the golfing community has provided recommendations, a financial plan and marketing strategies to enhance the municipal golf experience for implementation over the next three years and has clarified the policy regarding the need for golf to be self sustaining. The resulting 2011 Municipal Golf Business Plan requires consideration and approval by Council for ongoing implementation. As requested by Council a report in the Fall of 2011 will be submitted by Civic Administration to provide an update on the status of the municipal golf system and the progress of the recommendations contained in the Golf Business Plan.

FINANCIAL IMPACT

The Business Plan sets out targets for numbers of rounds by golf club and all associated revenues. The Business Plan proposes a revenue neutral position (net 0) for the consolidated golf program where the direct costs of golf including insurance, business tax and contributions to capital resources are offset by revenue from green fees and services. It is noted that golf does not pay property tax nor are any corporate central services allocated to golf. (Previously covered by surpluses to off set costs in other Parks and Recreation.)

Acknowledgments

Civic Administration extends its appreciation to the members of the 2011 Municipal Golf Task Force for their interest and participation on the Task Force.

RECOMMENDED BY:

ROSS L. FAIR
EXECUTIVE DIRECTOR OF COMMUNITY SERVICES

2011 Municipal Golf Task Force
Andrew Macpherson, Manager, Parks Planning & Design
ATTACHMENT 'A': 2011 MUNICIPAL GOLF BUSINESS PLAN & RECOMMENDATIONS
May 31, 2011

Mr. Ross L. Fair
Executive Director, Community Services
City of London

Dear Sir:

London Municipal Golf Task Force

We, the members of the City of London Municipal Golf Task Force, are proud to present the 2011 Municipal Golf Business Plan and our recommendations for the future of our important golf system and request, respectfully, that this report be forwarded to the Community and Neighbourhoods Committee for consideration.

We are making the following recommendations:

b) Any decision to close River Road Golf Course BE DEFERRED for 3 years to allow for a recovery to occur and move towards financial sustainability;
c) Civic Administration BE REQUESTED to further develop a 3 year Capital Plan that includes improvements to all municipal golf courses noting that the 2011 Municipal Golf Business Plan includes a short term capital budget;
d) Golf courses BE TREATED as a municipal golf system as opposed to individual golf courses;
e) Civic Administration BE DIRECTED to continue to review any concerns that could not be addressed by the Golf Task Force;
f) The Golf Task Force NOT BE DISBANDED and the Task Force, as amended from time to time, BE REQUESTED to participate in an advisory capacity with Civic Administration at least two times per year (both pre and post season).

In order to complete the 2011 Business Plan and recommendations we met 8 times as a Task Force and arrived at decisions by consensus. In order to ensure that interested parties had an opportunity to be heard, we hosted general public golf meetings at each of the three city courses; and received comments via an on-line survey and written submissions.

The draft plan was then circulated for public comment and edits made as needed.

The Golf Business Plan sets forth the context, mission statement and organizes efforts into the following four areas:
1. Increase Participation
2. Revenue Generation
3. Improve the Golf Experience
4. Marketing

Specific efforts and supports for River Road Golf Course are also addressed and the Financial Plan is set out to achieve a net zero system target with stretch targets in various areas.
Transmittal Letter – 2011 Municipal Golf Business Plan and Recommendations
London Municipal Golf Task Force
Page 2

Our work included looking for opportunities for quick improvements as well as long-term sustainability. While this Spring has been a very difficult one for the golf business, we are pleased to see that some of our ideas for immediate improvement have been implemented by the City with good results. These include the implementation of the new reduced fees; significant improvements to the customer service experience and targeted improvements to the golf courses themselves. Here are some comments we heard:

- "there is a very strong men's league this year"
- "I just golfed the back nine at River Road. Price is fine. Course is fine."
- "keep up the great work"
- "I have never seen as much improvement and effort in such a short time as I have seen in the first couple of months of municipal golf in London this year. Huge signs about cheap rates at river Road. The new gardens outside the pro shop at Fanshawe. .... The pro shops look like pro shops - beautifully displayed merchandise, reasonable prices and additional discounts for members. Daily menu specials. Very reasonable pitchers of beer after a round. Steve seems to be everywhere and professional in every aspect of his job. Congratulations committee."

Collectively, we offer our thanks to City Council for calling us together to work on the golf course business plan. We also would like to acknowledge the efforts of alternates Joel Foster and Dave Dawson and for the ongoing staff support of Scott Oldham, Steve Whitmore, Rob Vincent, Brent Hoppe, Sylvia Gilgen, Anorra Gilliam and Matt Smyth. Also, thanks to Jennifer Kirkham for her facilitating and moving the Golf Task Force forward in achieving their goal to further develop the 2011 Municipal Golf Business Plan.

On the next page of this transmittal letter you will find a listing of the members of the Task Force. In closing, please note that we are recommending that the Task Force not be disbanded and that it be called together twice yearly to assist in the development of future business plans.

Yours truly,

William C. Coxhead,
On Behalf of The Members of the Municipal Golf Task Force
ENDORSED AND RECOMMENDED BY:

MEMBERS OF THE
2011 MUNICIPAL GOLF TASK FORCE

Councillor Bill Armstrong
Steve Bennett (Staff)
Andrew Boon
Ralph Bridgland
Al Bruff
John Cowie (Staff)
Bill Coxhead (Staff)
Peter Croppo
Robert W. Lewis
Jack McCarthy
Charlie McGregor
Don Ormerod (Staff)
Sophie Parsons
Councillor Bud Polhill
Maria Reeves
Juan Carlos Reyes
Bill Romer
Scott Stafford (Staff)
CITY OF LONDON
MUNICIPAL GOLF COURSES
2011 BUSINESS PLAN

ENDORSED BY THE 2011 MUNICIPAL GOLF TASK FORCE
DATE: May 26, 2011

Signed Copies are available in the City Clerk's Office
SERVICE REVIEW

Over the last two decades, demographic experts predicted a surge in golf’s popularity as the baby boom generation headed into its retirement years. The golf industry responded wholeheartedly by building new golf courses and rebuilding existing courses. This included the City of London who constructed both River Road and Quarry Golf Courses to add to the Thames and Fanshawe courses to form a system of municipal golf. The London municipal golf system was self-sustaining, requiring no taxpayer subsidy for almost 85 years until 2008, when the program netted a small deficit. By 2010, the annual deficit had grown to nearly $300,000. In response, staff performed an analysis of the golf system as well as the state of the golf industry across North America.

The municipal golf team consisting of the Golf Professionals and Parks & Recreation Supervisors and senior managers supported by Finance and business planning colleagues, was charged with the development of the original 2011 golf business plan. Subsequently, after reporting to Council on the health of the municipal golf system, a Municipal Golf Task Force was created. The Golf Task Force reviewed the 2011 business plans and based on public input, surveys and Task Force member suggestions recommends, to the Executive Director of Community Services, this revised 2011 business plan for consideration.

Industry trends in Canada & Ontario suggest a gradual decline in rounds played. This plan contemplates a reversal of these trends to not only retain prior utilization but grow participation and the associated revenue. The financial performance of the municipal golf system will be reviewed at the end of the season and reported to Council before year end.

Rounds are declining across the system for a variety of reasons and future business plans need to understand and address them. As it stands golf no longer pays for golf and this situation is undesirable to many. Efforts are required to return golf to sustainability where little or no tax support is required. As we go forward we will better understand current user’s needs and desires and from that extrapolate what new users may want from their golf experience and make recommendations for change.

We heard from our current users that we need to improve the golf experience.
- In the pro shop - with technology, merchandising and customer service.
- In the clubhouse and on the course- with better more timely food and beverage and service excellence
- From home and at the sales counter - with improved tee time bookings
- On the course - with better quality grooming and playability

We want to increase participation and have been addressing this by:
- Reducing membership and green fees
- Increased focussed marketing
- Improving the grounds and courses to speed up play and improve playability for all types of players
- Encouraging more visits from our current users (i.e. repeat visits)
- Introducing new users- youth/women/seniors/new Canadians to grow the game

We also want to support the financial picture by increasing revenues from all sources through increased spending from existing and new players by:
- Increased cart rentals
- Increased food and beverage sales
- Increased merchandise sales and Pro shop services
PROJECT SCOPE

Review the London Municipal Golf System and make recommendations on how to improve the golf experience and financial performance with an emphasis on improvements necessary to sustain the River Road Golf Course.

MISSION STATEMENT OF THE BUSINESS PLAN

Our goal is to maintain the municipal golf system at an affordable level. The city provides quality municipal golf facilities and services to attract and develop a loyal following of golfers, while striving to be self-sustaining as a municipal system of golf, which includes re-investment, upkeep and modernization of the golf courses and its support buildings.

The City will develop a plan of continuous improvement for the municipal golf system, with an emphasis on River Road, focusing on changes and improvements at the respective courses, revenue streams, cost management and staff training and development to enhance the overall community benefits of the London golf experience.

OBJECTIVES

The objectives are to:

1. Identify strategies and performance targets to stimulate participation and increase revenues for the 2011 golf season across the golf system and in particular the River Road Golf Course.

2. Develop a “system plan” where we can look at improvements across the system which will help all courses including River Road.

3. In addition, determine what can be done specifically to improve River Road Golf Course and its financial performance.

Ideally we can:

• Return golf to a place where golf courses are maintained at an appropriate level that retains existing and attracts new and former players;
• Keep golf affordable and consistent with a quality municipal system of golf;
• Generate sufficient revenues to cover the direct annual operating costs with enough surplus to support the contributions to the golf capital reserve fund.

The specific objectives related to this goal include increasing the number of rounds played as driven by both membership growth and green fees players.

FIT WITH THE CITY OF LONDON STRATEGIC PLAN

✓ Community Vitality
✓ Economic Prosperity
✓ Financial Stability

SERVICE OBJECTIVES

• Improve the golf customer experience
• Increase participation (rounds played)
• Increase revenues from all sources
IMPLEMENTATION PLANS

Implementation strategies have been developed and characterized into three areas. Each area will be looked at separately. An action plan will be developed to advance the priority strategies in the context of short (2011) mid term (2012-2013) and long term (beyond the 2013 season).

The three areas are:
- Increase Participation
- Revenue Generation from all sources
- Improve the Golf Experience

INCREASE PARTICIPATION
Sell More Memberships & Green Fee Rounds – Implement New Approved 2011 Rates

<table>
<thead>
<tr>
<th>Rounds Targets</th>
<th>System Balance: Target to maintain 2010’s system rounds and increase by 9,398</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>River Road Balance: Stretch target to maintain River Road’s 2010 rounds and increase by 8,665</td>
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Reduce Green Fees
- Reposition the golf pricing to reflect its appropriate position in the London golf market recognizing the value of location and the perceived value of comparable local product.
- Reduce prices of all memberships and green fees for 2011 from 2010 levels to differentiate product by price. (see 2011 Fees and Charges Bylaw Appendix A and “Play More for Less” web ad)
- Provide a competitive fee structure that allows customers to choose a course that provides challenge, playability and value for the fee.
- Provide a fee that is competitive in the appropriate market place.
- Provide an early and late season rate appropriate to the reduction in off season services and course condition.
- Consider fees which includes the cart – Cart Golf Package (2011)
- Consider changing the age of seniors from 65 – 60 (2012)
- Consider offering a seniors week day only rate (2011)
- Explore different options for payment of golf memberships.

Discounts & Rates
- Services and course condition.
- Consider fees which includes the cart – Cart Golf Package (2011)
- Consider changing the age of seniors from 65 – 60 (2012)
- Consider offering a seniors week day only rate (2011)
- Explore different options for payment of golf memberships.

Research
- Establish metrics to determine which strategies are working (2011)
- Identify which new players create revenue (2011)

Youth
- Develop an Adult/Youth Tournament (2011)
- Continue to support high school golf programs
- Further develop a “junior” golfers program with reduced rates, lessons, free play with adult and tournaments.

Special Events
- Develop 9’N Dine evenings for couples to enjoy.
- Pro shop staff and members work together to further develop golf committees and events.
- Implement more club events (Beat the Pro/Thames Valley Invitational/etc.)
- Consider the need for a special events, tournaments and promotions position
- Create more club tournaments such as scrambles, try some other functions that Thames used to do such as Oktoberfest, couples nights, ladies leagues and so on and have the prizes mandatory to buy from the pro Shop (2011)

Tournaments/Leagues
- Develop a golf tournament package and recruit corporate and charity golf tournaments.
- Redevelop popular tournaments like the Thames Valley Classic Invitational
- Create mixed leagues (2012)
REVENUE GENERATION FROM ALL SOURCES
Increase revenues through increased spending by participants each and every time they play.

Cart Rentals

**Target: Increase cart sales by 8¢ per round**

**Stretch Goal: $1.00 per round**

- Reduce prices of cart rentals and implement the 2011 Council approved lower rates (see 2011 fees and Charges Bylaw appendix A).
- Ensure carts are in good working order, are visible and ready for use.
- Create a cart/green fee package rate

Lessons

**Target: Increase revenue by 25% ($6,200)**

- Continue to offer Spectrum programs to Juniors and new golfers.
- Promote lessons to leagues
- Offer lesson plans to golfers of all abilities to take players from “range” to “golf course”
- Review SPECTRUM and all other program offerings to expand opportunities to develop skills and learn the game at municipal golf locations.
- Look at the development of new camps and the creation of a golf academy somewhere in the system.
- Place posters around the clubhouse as reminders of April/May and July/August SPECTRUM offerings and consider: “Let us help you play even better!”
- Remind players that they may consult with the club’s golf Pro

Food & Beverage

**Target: Increase spending by $1.34 per round**

**Stretch Goal: $2.00 per round**

- Review and ensure that prices are consistent with value.
- Distribute posters with menu photographs encouraging customers to partake.
- Demonstrate that we are open for business by being visible in the clubhouse and on the course.
- Promote clubhouse dining as the first choice for golfers before and after a round and minimize patrons bringing their own food and beverage or going elsewhere.
- Ensure the variety and quality of menu items are attractive to customers and are consistent in their preparation and presentation.
- Timely, accurate and friendly service in the clubhouse and on the course.
- Advise staff how to promote food and beverage sales before, during and after play.
- Increase availability and sales of food and beverages on golf course by increasing the beverage cart visibility and dependability.
- Ensure clean and open at half-way point as well as the clubhouse
- Promote food service to local neighbourhoods in particular the businesses around River Road and the bike path in Springbank Park.
- Introduce “9’N Dine” at River Road and other clubs

Pro Shop

**Target 16¢ per round**

**Stretch Target $1.00 per round**

- Further training of Pro Shop and Clubhouse staff to improve their “sales” techniques to include “upselling” and promotion of goods and services available.
- Run special event sales.
- Introduce membership rewards program
- Pro shop staff will take steps to inform patrons of the various types of golf course etiquette to be expected by fellow customers.
- Effective friendly starters and marshalls at all courses to greet golfers, discuss etiquette, course conditions, pace of play and promotion of club amenities
- Require tournament prizes to be bought from the Pro Shop ((2011)
- Have the pro shop supply a source of handicap to members
REVENUE GENERATION FROM ALL SOURCES
Increase revenues through increased spending by participants each and every time they play.

Other Ideas – Physical Space/Facility Usage
- Investigate potential for further off-season use of the clubhouse and golf properties at all courses. (2012)

IMPROVE THE CUSTOMER EXPERIENCE
Improve the customer experience from arrival to departure including online services and tee time registration.
Create an Impressive Customer Experience Every Time: “At Your Service”

Customer Service
- Quality experience from arrival to departure.
- Friendly courteous staff, knowledgeable and available to greet and provide services to enhance the overall golf experience
- Enhance the clubhouse experience by improving the amenities to make the atmosphere more welcoming including expansion of the patio at Fanshawe

Bookings
- Booking tee times and registration process should be monitored to improve accuracy, availability and speed of process at the golf counter.

Playability Grounds
- Golf Course conditioning, maintenance and design should be improved with playability and a wide variety of playing abilities considered.
- Golf courses manicured to a price appropriate level
- Improve sand traps, tee decks and general maintenance including aerating and overseeding (2011)
- Better signage between holes (i.e. Where is the next hole)

Staffing
- Continue to provide a supportive workplace that provides staff with the skills and training necessary to achieve service excellence for our customers.
- Timely, accurate and friendly service in the clubhouse and on the course.
- Timely service, quality, value.
MARKETING PLAN
Implement the 2011 Marketing & Advertising Plan to increase visibility through a variety of methods and communications. All marketing will drive people to the City of London golf web page for information on pricing and specials. Every communication and promotion is intended to inform, seek repeated participation and provide reasons to patronize.

Target Audience
Short term:
- New members and new daily green fee paying players.
- Existing Municipal Players encouraged to play more often
- Youth
Mid to Long Term: New Demographics
- Youth
- Women
- Seniors
- New Canadians
- Non Golfers (restaurant and events)

Marketing Budget
- Increase spending on marketing/advertising from $14,000 to $26,000 annually with additional emphasis on River Road

Themes & Messages
2011 promotions should focus on the following themes and messages:
- Golf More for Less - affordability and the new pricing structure that differentiates our product by golf course and time of day. Main driver of 2011 is the significant reduction of the prices from 2010 levels. (See: 2011 Golf More for Less web ad)
- City of London pricing advantages and scheduling features
- Affordability for youth and Junior Golf Promotions (see 2011 web ads)
- Non Member youth 9 - 14 year olds play for free on Saturdays and Sundays this summer at various courses when playing with a fee paying golfer – NGCOA’s “Take a Kid to Golf Week”
- Spectrum Junior Camps (See: Spectrum)
- Free Junior Clinics
- Club Events (Club championship/opening day)
- Special offers (See: 2011 web ad)
- Charity tournaments mail-out promoting the City of London advantages
- The value of the municipal golf experience for the price (Play More for Less web ads)
- Capitalize on the potential closure of River Road if participation at this course does not improve. (free print and multi-media attention)
- Promote the improvements to River Road to make the course more player friendly though prior hole adjustments, selective brush clearing and tree removal making it easier to hit and find your ball for all golfers. (SportsXpress article, professional comments on website)

Marketing Channels
- Commitment to service (web page and demonstration in the clubhouse)
- Effective, dynamic and current municipal golf webpage.
- Radio spots, print/hot spot ads, on-line, social media, membership mailers and email blasts
- Free local media spots: opening day, Masters connection, Men’s Invitational tournament
- Co-promote with other City of London Parks & Recreation teams, London service organizations, area practice facilities, post-secondary schools
- Posters at all community centres and libraries promoting the golf courses
- Window posters at clubhouses regarding special retail promotions
- Consider directional route signage to courses and improved signage at courses
- Consider the need for a special events/tournament and promotions position to promote events and drive new revenue
Task Force Priorities

- Provide/Promote municipal golf information to incoming conventions through Tourism London.
- Enhanced marketing plan for 2011 double budget with some focused efforts on River road as well as “system” wide promotions.
- Improved City of London golf website.
- Improved electronic/web communications to members.
- Encourage someone to buy something they don’t know they want (have sandwiches made up and visible) (2011)
- Distribute flyers to the immediate area advertising the opening season rates (2011)
- Market to community leaders (seek them out for example: ethnic groups, find new players) (2011)
- Signage on #18 advertising specials and other highly visible locations,
- Consider directional – 401 signs (2012)
- Provide information and contact re municipal courses to Tourism London/Convention packages
RIVER ROAD FOCUS

Summary of specific initiatives to improve financial performance of River Road Golf Course

Increase Participation
- Implement Council Approved Green Fee reductions at River Road
  - $41.00 reduced to $32.00
  - New afternoon fee of $28.00 prime time
  - $28.00 Twilight fee reduced to $20.00
- Implement a season opening green fee special, in particular at River Road (see paper ad)
- Increase rounds played by creating more member events including the introduction of more member leagues developed with cooperation from members and pro shop staff working together.
- Attract more small corporate and charity tournaments with affordable packages.
- Promote the improvements to River Road to make the course more player friendly though prior hole adjustments, selective brush clearing and tree removal making it easier to hit and find your ball for all golfers. (Golf expert reviews and web page descriptions of courses)
- Additional directional signage
- Member/guest tournament day
- Adult/youth tournament
- Improved playability – appeal to wider skill levels of players
- Promote/assist development of leagues

Revenue Generation
- Promote food service to local neighbourhoods in particular the businesses around River Road and the bike path in Springbank Park.
- Introduce “9’N Dine” couples golf experience
- Consider off season use of clubhouse (banquets/meetings)
- Create green fee/Golf Cart Package
- Expand regular beverage cart availability
- Signs at #9, #18 promoting food & beverage service

Improve the Customer Experience
- Further brush clearing to improve the playability while maintaining the challenging course and scenic landscape.
- Improved drainage
- Regular meetings for golfer feedback
- Hire a starter - Promote rules/etiquette/welcoming
- Improved course conditioning
- Improved customer service attitudes by Pro shop and clubhouse staff

Marketing
- Print advertising directed at River Road
- Regular promotion of River Road in LFP (bi-weekly)
- Signage (mobile)
- Green fees reduced at beginning to get people to try River Road again at significant reduced cost
- Promote 9’N Dine web page and signage and other offerings through a variety of means.
- Promote playability improvements
PARTICIPATION TARGETS

According to the EIS Golf Canada Report, industry trends are declining in both Canada and the United States at a rate of about ten per cent per year. The current plan calls for an ambitious shift in participation trends from a negative ten per cent decline to a positive ten per cent increase.

The staff and management of the London Municipal Golf System will be charged with the responsibility to improve the entire golf experience, increase participation (more rounds played) and increase all revenues in all areas as proposed in the following targets.

Note the targets include participation and revenue to return the system to profitability (Golf System Net $0) where golf pays for golf. Also included are stretch targets for River Road (River Road Net $0) to become sustainable.

<table>
<thead>
<tr>
<th>Golf System Targets</th>
<th>2010 Actual</th>
<th>2011 Target</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Rds of Golf</td>
<td>114,376</td>
<td>123,774</td>
<td>9,398</td>
</tr>
<tr>
<td>Unlimited Rounds</td>
<td>25,098</td>
<td>26,810</td>
<td>1,712</td>
</tr>
<tr>
<td>Fee Paying Rounds</td>
<td>89,278</td>
<td>96,964</td>
<td>7,686</td>
</tr>
</tbody>
</table>

| Thames Classic      |             |             |          |
| Total Rds of Golf   | 34,828      | 36,777      | 1,949    |
| Unlimited Rounds    | 10,611      | 11,101      | 490      |
| Fee Paying Rounds   | 24,217      | 25,676      | 1,459    |

| Thames Hickory      |             |             |          |
| Total Rds of Golf   | 15,546      | 17,900      | 2,354    |
| Unlimited Rounds    | 1,826       | 2,500       | 674      |
| Fee Paying Rounds   | 13,720      | 15,400      | 1,680    |

| River Road          |             |             |          |
| Total Rds of Golf   | 21,196      | 23,151      | 1,955    |
| Unlimited Rounds    | 4,970       | 5,000       | 30       |
| Fee Paying Rounds   | 16,226      | 18,151      | 1,925    |

| Fanshawe Traditional|             |             |          |
| Total Rds of Golf   | 26,131      | 28,719      | 2,588    |
| Unlimited Rounds    | 5,173       | 5,409       | 236      |
| Fee Paying Rounds   | 20,958      | 23,310      | 2,352    |

| Fanshawe Quarry     |             |             |          |
| Total Rds of Golf   | 16,675      | 17,227      | 552      |
| Unlimited Rounds    | 2,518       | 2,800       | 282      |
| Fee Paying Rounds   | 14,157      | 14,427      | 270      |

<table>
<thead>
<tr>
<th>Expanded River Road Targets</th>
<th>2010 Actual</th>
<th>2011 Target</th>
<th>Variance</th>
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<tr>
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<td>Unlimited Rounds</td>
<td>4,970</td>
<td>6,470</td>
<td>1,500</td>
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<tr>
<td>Fee Paying Rounds</td>
<td>16,226</td>
<td>23,391</td>
<td>7,165</td>
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</table>
2011 FINANCIAL PLAN & BUDGET

2011 Operating Budget
The following pages present the performance

Revenue
- Maximize average revenue per round
- Reflects per round revenue targets and performance indicators
- Reflects redistribution of membership fees to each course based on anticipated percentage of play based on 2010 actuals
- Anticipate increased rounds as a result of price decreases in 2011
- Accounts for increases in revenue from Food & Beverage and Merchandising net of Cost of Goods Sold as a result of service enhancements.

Costs
- Reflects reduced operating costs through elimination of equipment and management salaries.
- Reflects increased costs in casual staff to provide increased customer service and enhanced food and beverage services.
- Contributes $300,000 in capital reserves to sustain and enhance golf course assets
- Reflects all direct costs of provision of golf services.
## 2011 Financial Plan & Budget - Consolidated

### Performance Indicators

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>Draft Budget</th>
<th>variance</th>
<th>Targets</th>
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<td>Total Rds of Golf</td>
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<tr>
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<td>26,810</td>
<td>1,712</td>
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<tr>
<td>Fee Paying Rounds</td>
<td>89,278</td>
<td>96,964</td>
<td>7,686</td>
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<tr>
<td>Average Green Fee per Total Rds</td>
<td>$14.75</td>
<td>$15.05</td>
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<tr>
<td>Average Green Fee per Paying Rds</td>
<td>$18.85</td>
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<td>$0.36</td>
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<tr>
<td>Average Cart Rental per Total Rds</td>
<td>$2.51</td>
<td>$2.59</td>
<td>$0.08</td>
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<tr>
<td>Average Retail per Total Rds</td>
<td>$1.28</td>
<td>$1.44</td>
<td>$0.16</td>
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<tr>
<td>Average F&amp;B per Total Rds</td>
<td>$4.66</td>
<td>$6.00</td>
<td>$1.34</td>
<td>$8.00</td>
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<tr>
<td>Average Membership Revenue per Total Rds</td>
<td>$6.96</td>
<td>$6.40</td>
<td>$(0.56)</td>
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<td>Variable Expense per Round</td>
<td>$8.62</td>
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<tr>
<td>Variable Labour per Revenue</td>
<td>$5.15</td>
<td>$5.38</td>
<td>$0.24</td>
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<tr>
<td>Total Expense per Rounds</td>
<td>$30.18</td>
<td>$29.08</td>
<td>$(1.10)</td>
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<td>Gross Margin Retail</td>
<td>22%</td>
<td>30%</td>
<td>30%</td>
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<tr>
<td>Gross Margin F&amp;B</td>
<td>40%</td>
<td>48%</td>
<td>48%</td>
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<td><strong>Average Total Rev. T. Rds</strong></td>
<td>$30.38</td>
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### Revenues

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<th>2011</th>
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<th>variance</th>
<th>Targets</th>
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<tr>
<td>Memberships</td>
<td>795,655</td>
<td>791,750</td>
<td>(3,905)</td>
<td>791,750</td>
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<td>Guest Fees</td>
<td>937,588</td>
<td>1,128,914</td>
<td>191,326</td>
<td>1,128,914</td>
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<td>Member Fees</td>
<td>745,479</td>
<td>734,114</td>
<td>(11,365)</td>
<td>734,114</td>
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<tr>
<td>Tournament Fees</td>
<td>3,498</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sub-total Golf Fees</strong></td>
<td>2,482,220</td>
<td>2,654,778</td>
<td>172,558</td>
<td>2,654,778</td>
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<tr>
<td>Golf Cart Rentals</td>
<td>286,549</td>
<td>320,518</td>
<td>33,968</td>
<td>444,349</td>
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<td>Virtual Golf Fees</td>
<td>26,570</td>
<td>21,832</td>
<td>(4,738)</td>
<td>21,832</td>
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<td>Retail Sales</td>
<td>101,704</td>
<td>133,676</td>
<td>31,972</td>
<td>302,009</td>
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<td>F &amp; B Sales</td>
<td>532,633</td>
<td>742,645</td>
<td>210,012</td>
<td>990,193</td>
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<td>Lessons</td>
<td>25,934</td>
<td>25,000</td>
<td>(934)</td>
<td>25,000</td>
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<td>Other</td>
<td>19,200</td>
<td>20,000</td>
<td>800</td>
<td>20,000</td>
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<td><strong>Sub-total Other Revenues</strong></td>
<td>992,591</td>
<td>1,263,670</td>
<td>271,079</td>
<td>1,803,383</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>3,474,811</td>
<td>3,918,448</td>
<td>443,637</td>
<td>4,458,160</td>
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### Expenses

#### Variable Operating Expenses

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>Draft Budget</th>
<th>variance</th>
<th>Targets</th>
</tr>
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<tbody>
<tr>
<td>Casual Labour Wages</td>
<td>540,780</td>
<td>608,137</td>
<td>67,357</td>
<td>608,137</td>
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<tr>
<td>Casual Labour Fringe</td>
<td>47,727</td>
<td>57,955</td>
<td>10,228</td>
<td>57,955</td>
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<td>COGS - Retail</td>
<td>79,400</td>
<td>93,573</td>
<td>14,173</td>
<td>211,406</td>
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<td>COGS - F&amp;B</td>
<td>317,736</td>
<td>386,175</td>
<td>68,439</td>
<td>514,900</td>
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<td><strong>Total Variable Expenses</strong></td>
<td>985,644</td>
<td>1,145,840</td>
<td>160,197</td>
<td>1,392,398</td>
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#### Direct Operating Expenses

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<tr>
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<th>2010</th>
<th>2011</th>
<th>Draft Budget</th>
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<th>Targets</th>
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<tbody>
<tr>
<td>Salary Management</td>
<td>260,826</td>
<td>223,778</td>
<td>(37,048)</td>
<td>223,778</td>
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<td>Wages Perm. - 107</td>
<td>283,027</td>
<td>292,944</td>
<td>9,917</td>
<td>292,944</td>
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<tr>
<td>Wages Temp - 107</td>
<td>346,694</td>
<td>359,629</td>
<td>12,936</td>
<td>359,629</td>
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<tr>
<td>Overtime - Perm - 107</td>
<td>12,601</td>
<td>12,930</td>
<td>329</td>
<td>12,930</td>
<td></td>
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</tbody>
</table>

Signed Copies are available in the City Clerk's Office.
### 2011 FINANCIAL PLAN & BUDGET – CONSOLIDATED CONTINUED

#### Proposed

<table>
<thead>
<tr>
<th>Description</th>
<th>2010 Actual YE</th>
<th>2011 Draft Budget</th>
<th>2011 Stretch variance</th>
<th>2011 Stretch Targets</th>
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<tbody>
<tr>
<td>Overtime - Temp - 107</td>
<td>10,633</td>
<td>10,900</td>
<td>267</td>
<td>10,900</td>
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<tr>
<td>Shift Prem - Perm - 107</td>
<td>4,823</td>
<td>5,000</td>
<td>177</td>
<td>5,000</td>
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<td>Shift Prem - Temp - 107</td>
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<td>23,725</td>
<td>(1,285)</td>
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<td>Fringe - Management</td>
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<td>(3,957)</td>
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<td>Fringe - Perm - 107</td>
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<td>Safety Apparel</td>
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<td>2,300</td>
<td>(1,259)</td>
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<td>Car Allowances</td>
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<td>5,000</td>
<td>2,292</td>
<td>5,000</td>
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<td>Cash over/short</td>
<td>2,172</td>
<td>-</td>
<td>(2,172)</td>
<td>-</td>
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<td><strong>Sub-total Administrative Ex</strong></td>
<td>15,859</td>
<td>15,600</td>
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<td>Facilities Maintenance</td>
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<td>15,619</td>
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<td>Security Contract</td>
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<td>(726)</td>
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<td>Property Taxes</td>
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<td>(5,223)</td>
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<td>MTCE - Bldg &amp; Property</td>
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<tr>
<td>MTCE - Janitorial Services</td>
<td>-</td>
<td>500</td>
<td>500</td>
<td>500</td>
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<td>Golf Cart Lease</td>
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<td>(805)</td>
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<td>Other Purchased Services</td>
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<td>(365)</td>
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<td>565,582</td>
<td>524,241</td>
<td>(41,341)</td>
<td>524,241</td>
</tr>
<tr>
<td>Equipment Rental - External</td>
<td>-</td>
<td>500</td>
<td>500</td>
<td>500</td>
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<td><strong>Sub-Total Equipment Cost</strong></td>
<td>565,582</td>
<td>524,741</td>
<td>(40,841)</td>
<td>524,741</td>
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<tr>
<td>Wages Recovery</td>
<td>(3,562)</td>
<td>-</td>
<td>3,562</td>
<td>-</td>
</tr>
<tr>
<td>Wages Billed</td>
<td>21,455</td>
<td>8,000</td>
<td>(13,455)</td>
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</tr>
<tr>
<td><strong>Sub-total Transfers</strong></td>
<td>17,893</td>
<td>8,000</td>
<td>(9,893)</td>
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<tr>
<td><strong>Total Direct Transfers</strong></td>
<td>2,466,463</td>
<td>2,453,928</td>
<td>(12,535)</td>
<td>2,453,928</td>
</tr>
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</table>

**TOTAL EXPENSES**

<table>
<thead>
<tr>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,452,107</td>
<td>3,599,769</td>
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**NET Surplus/(Deficit)**

<table>
<thead>
<tr>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>22,704</td>
<td>318,680</td>
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</tbody>
</table>

**Reserve Transfers**

<table>
<thead>
<tr>
<th>Description</th>
<th>2010</th>
<th>2011</th>
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<tr>
<td>TF RSV SELF INSURAN</td>
<td>18,539</td>
<td>18,700</td>
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<tr>
<td>TSF GOLF COURSE RES</td>
<td>300,000</td>
<td>300,000</td>
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<tr>
<td><strong>Total Transfers</strong></td>
<td>318,539</td>
<td>318,700</td>
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**Total Transfers**

<table>
<thead>
<tr>
<th>2010</th>
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</tr>
</thead>
<tbody>
<tr>
<td>161</td>
<td>318,700</td>
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**Fuel Rebates**

<table>
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<tr>
<th>2010</th>
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</tr>
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<tr>
<td>(3,340)</td>
<td>3340</td>
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**NET Surplus/(Deficit) after Transfers**

<table>
<thead>
<tr>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>(292,495)</td>
<td>(20)</td>
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</tbody>
</table>

**TOTAL EXPENSES after Transfers**

<table>
<thead>
<tr>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>147,662</td>
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</tbody>
</table>

**NET Surplus/(Deficit)**

<table>
<thead>
<tr>
<th>2010</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>295,976</td>
<td>611,834</td>
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Signed Copies are available in the City Clerk's Office
## 2011 Financial Plan & Budget - Thames Valley

### Performance Indicators

<table>
<thead>
<tr>
<th></th>
<th>Actual YE</th>
<th>Draft Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Rds of Golf</td>
<td>50,374</td>
<td>54,677</td>
<td>4,303</td>
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<tr>
<td>Unlimited Rounds</td>
<td>12,437</td>
<td>13,601</td>
<td>1,164</td>
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<td>Fee Paying Rounds</td>
<td>37,937</td>
<td>41,076</td>
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<td>Average Green Fee per Total Rds.</td>
<td>$13.97</td>
<td>$14.04</td>
<td>$0.07</td>
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<td>Average Green Fee per Paying Rds.</td>
<td>$18.55</td>
<td>$18.69</td>
<td>$0.14</td>
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<td>Average Cart Rental per Total Rds.</td>
<td>$1.84</td>
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<td>Average Retail per Total Rds.</td>
<td>$1.67</td>
<td>$1.67</td>
<td>(0.00)</td>
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<td>Average F&amp;B per Total Rds</td>
<td>$4.55</td>
<td>$6.00</td>
<td>$1.45</td>
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<tr>
<td>Average Membership Rev per Total Rds</td>
<td>$9.55</td>
<td>$6.97</td>
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<td>Variable Expense per Rds</td>
<td>$9.65</td>
<td>$9.26</td>
<td>(0.39)</td>
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<tr>
<td>Variable Labour per Revenue</td>
<td>$5.47</td>
<td>$5.38</td>
<td>(0.09)</td>
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<td>Total Expense per Rounds</td>
<td>$26.40</td>
<td>$25.19</td>
<td>(1.21)</td>
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<td>Gross Margin Retail</td>
<td>12%</td>
<td>30%</td>
<td></td>
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<tr>
<td>Gross Margin F&amp;B</td>
<td>28%</td>
<td>48%</td>
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<tr>
<td><strong>Average Total Rev. T. Rds.</strong></td>
<td>$32.11</td>
<td>$31.07</td>
<td>(1.03)</td>
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</tbody>
</table>

### Revenues

- **Memberships**: 481,042 - 381,027 = (100,015)
- **Guest Fees**: 393,363 - 452,843 = 59,480
- **Member Fees**: 310,439 - 314,948 = 4,509
- **Tournament Fees**: -

Sub-total Golf Fees: 1,184,844 - 1,148,818 = (36,026)

- **Golf Cart Rentals**: 92,488 - 109,188 = 16,700
- **Virtual Golf Fees**: 26,570 - 21,832 = (4,738)
- **Retail Sales**: 52,057 - 59,051 = 6,994
- **F & B Sales**: 229,417 - 328,063 = 98,646
- **Lessons**: 19,447 - 19,000 = (447)
- **Other**: 12,548 - 13,000 = 452

Sub-total Other Revenues: 432,527 - 550,134 = 117,607

Total Revenues: 1,617,371 - 1,698,952 = 81,581

### Expenses

#### Variable Operating Expenses

- Casual Labour Wages: 253,868 - 268,538 = 14,669
- Casual Labour Fringe: 21,606 - 25,592 = 3,985
- COGS - Retail: 45,587 - 41,336 = (4,251)
- COGS - F&B: 164,911 - 170,593 = 5,682

Total Variable Expenses: 485,973 - 506,058 = 20,085

#### Direct Operating Expenses

- Salary Management: 86,527 - 82,093 = (4,434)
- Wages Perm. - 107: 96,168 - 97,405 = 1,237
- Wages Temp - 107: 127,085 - 130,537 = 3,452
- Overtime - Perm - 107: 2,596 - 3,030 = 434
- Overtime - Temp - 107: 4,271 - 4,300 = 29
- Shift Prem - Perm - 107: 1,621 - 1,700 = 79
- Shift Prem - Temp - 107: 9,012 - 9,025 = 14
- Fringe - Management: 17,931 - 17,642 = (289)
## 2011 FINANCIAL PLAN & BUDGET - THAMES VALLEY (CONTINUED)

<table>
<thead>
<tr>
<th></th>
<th>2010 Actual YE</th>
<th>2011 Draft Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fringe - Perm - 107</td>
<td>58,824</td>
<td>63,382</td>
<td>4,557</td>
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<tr>
<td>Fringe - Temp - 107</td>
<td>25,163</td>
<td>25,846</td>
<td>683</td>
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<tr>
<td><strong>Sub-Total Direct Labour</strong></td>
<td><strong>429,198</strong></td>
<td><strong>434,959</strong></td>
<td><strong>5,761</strong></td>
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<td>Subscriptions &amp; Memberships</td>
<td>5,266</td>
<td>4,200</td>
<td>(1,066)</td>
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<td>Safety Apparel</td>
<td>1,100</td>
<td>1,000</td>
<td>(100)</td>
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<tr>
<td>Car Allowances</td>
<td>2,708</td>
<td>3,000</td>
<td>292</td>
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<tr>
<td>Cash over/short</td>
<td>1,202</td>
<td>-</td>
<td>(1,202)</td>
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<tr>
<td><strong>Sub-total Administrative Exp.</strong></td>
<td><strong>10,276</strong></td>
<td><strong>8,200</strong></td>
<td><strong>(2,076)</strong></td>
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<tr>
<td>Facilities Maintenance</td>
<td>2,596</td>
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<td>1,904</td>
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<td>Security Contract</td>
<td>3,261</td>
<td>3,000</td>
<td>(261)</td>
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<td>Property Taxes</td>
<td>1,510</td>
<td>17,602</td>
<td>16,092</td>
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<tr>
<td>MTCE - Bldg &amp; Property</td>
<td>4,538</td>
<td>4,000</td>
<td>(538)</td>
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<tr>
<td>MTCE - Janitorial Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Golf Cart Lease</td>
<td>33,287</td>
<td>33,647</td>
<td>361</td>
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<tr>
<td>Insurance Premiums</td>
<td>15,645</td>
<td>18,000</td>
<td>2,355</td>
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<td>Advertising Expenses</td>
<td>8,531</td>
<td>15,000</td>
<td>6,469</td>
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<tr>
<td>Other Purchased Services</td>
<td>10,684</td>
<td>10,000</td>
<td>(684)</td>
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<td><strong>Sub-total Purchased Services</strong></td>
<td><strong>80,051</strong></td>
<td><strong>105,749</strong></td>
<td><strong>25,698</strong></td>
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<td>5,723</td>
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<td>Chemicals - P.C.P.</td>
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<td>753</td>
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<td>Operating Supplies</td>
<td>1,296</td>
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<td>1,704</td>
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<td>Electricity Costs</td>
<td>65,797</td>
<td>69,600</td>
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<td>Water Costs</td>
<td>4,723</td>
<td>4,800</td>
<td>77</td>
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<td>Natural Gas</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>Energy Propane</td>
<td>987</td>
<td>750</td>
<td>(237)</td>
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<td>MTCE - Materials &amp; Supplies</td>
<td>6,133</td>
<td>6,663</td>
<td>530</td>
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<tr>
<td>Janitorial Supplies</td>
<td>1,318</td>
<td>2,000</td>
<td>682</td>
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<td>Other Materials &amp; Supplies</td>
<td>31,429</td>
<td>39,000</td>
<td>7,571</td>
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<td><strong>Sub-total Materials &amp; Supplies</strong></td>
<td><strong>123,652</strong></td>
<td><strong>138,813</strong></td>
<td><strong>15,161</strong></td>
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<td>Equipment Rental - Internal</td>
<td>191,089</td>
<td>177,748</td>
<td>(13,341)</td>
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<tr>
<td>Equipment Rental - External</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Sub-Total Equipment Costs</strong></td>
<td><strong>191,089</strong></td>
<td><strong>177,748</strong></td>
<td><strong>(13,341)</strong></td>
</tr>
<tr>
<td>Wages Recovery</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Wages Billed</td>
<td>9,769</td>
<td>6,000</td>
<td>(3,769)</td>
</tr>
<tr>
<td><strong>Sub-total Transfers</strong></td>
<td><strong>9,769</strong></td>
<td><strong>6,000</strong></td>
<td><strong>(3,769)</strong></td>
</tr>
<tr>
<td><strong>Total Direct Operating</strong></td>
<td><strong>844,036</strong></td>
<td><strong>871,470</strong></td>
<td><strong>27,433</strong></td>
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<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>1,330,009</strong></td>
<td><strong>1,377,528</strong></td>
<td><strong>47,518</strong></td>
</tr>
</tbody>
</table>

**NET Surplus/(Deficit)**

| Reserve Transfers              | 287,362        | 321,425            | 34,063   |
| TF RSV SELF INSURANCE          | 6,133          | 6,200              | 67       |
| TSF GOLF COURSE RESV           | 100,000        | 100,000            |          |
| **Total Transfers**            | **106,133**    | **106,200**        | **67**   |
| Fuel Rebates                   | (1,102)        | 1102               |          |
| **NET Surplus/(Deficit) after Transfers** | **180,127** | **215,225**        | **35,098**|
## 2011 FINANCIAL PLAN & BUDGET – FANSHAWE GOLF COURSE

### Performance Indicators

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Rds of Golf</td>
<td>42,806</td>
<td>45,946</td>
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<tr>
<td>Unlimited Rounds</td>
<td>7,691</td>
<td>8,209</td>
<td>518</td>
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<tr>
<td>Fee Paying Rounds</td>
<td>35,115</td>
<td>37,737</td>
<td>2,622</td>
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<td>Average Green Fee per Total Rds.</td>
<td>$ 16.10</td>
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<td>Average Green Fee per Paying Rds.</td>
<td>$ 19.53</td>
<td>$ 20.11</td>
<td>$ 0.58</td>
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<tr>
<td>Average Cart Rental per Total Rds.</td>
<td>$ 3.24</td>
<td>$ 3.26</td>
<td>$ 0.02</td>
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<tr>
<td>Average Retail per Total Rds.</td>
<td>$ 0.89</td>
<td>$ 1.31</td>
<td>$ 0.42</td>
</tr>
<tr>
<td>Average F&amp;B per Total Rds</td>
<td>$ 4.77</td>
<td>$ 6.00</td>
<td>$ 1.23</td>
</tr>
</tbody>
</table>

### REVENUES:

- Memberships: 228,969
- Guest Fees: 377,107
- Member Fees: 308,748

**Sub-total Golf Fees:** 918,321

- Golf Cart Rentals: 138,681
- Virtual Golf Fees: 138,681
- Retail Sales: 27,448
- F & B Sales: 204,123
- Lessons: 6,487
- Other: 4,029

**Sub-total Other Revenues:** 380,767

**TOTAL REVENUES:** 1,299,089

### EXPENSES

**Variable Operating Expenses**

- Casual Labour Wages: 186,301
- Casual Labour Fringe: 15,905
- COGS - Retail: 14,857
- COGS - F&B: 110,440

**Total Variable Expenses:** 327,503

**Direct Operating Expenses**

- Salary Management: 124,305
- Wages Perm. - 107: 87,590
- Wages Temp - 107: 162,381
- Overtime - Perm - 107: 6,631

**Total Expenses:** 417,015

**Gross Margin Retail:** 46%

**Gross Margin F&B:** 46%
## 2011 FINANCIAL PLAN & BUDGET – FANSHAWE (CONTINUED)

### Proposed

<table>
<thead>
<tr>
<th></th>
<th>2010 Actual YE</th>
<th>2011 Draft Budget</th>
<th>Variance</th>
</tr>
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<tbody>
<tr>
<td>Overtime - Temp - 107</td>
<td>4,020</td>
<td>4,100</td>
<td>80</td>
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<td>Shift Prem - Perm - 107</td>
<td>1,567</td>
<td>1,600</td>
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<td>Shift Prem - Temp - 107</td>
<td>11,346</td>
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<td>Fringe - Management</td>
<td>23,518</td>
<td>21,373</td>
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<td>Fringe - Perm - 107</td>
<td>53,526</td>
<td>63,382</td>
<td>9,856</td>
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<td>Fringe - Temp - 107</td>
<td>32,152</td>
<td>33,104</td>
<td>952</td>
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<td><strong>Sub-Total Direct Labour</strong></td>
<td><strong>507,034</strong></td>
<td><strong>504,213</strong></td>
<td><strong>(2,821)</strong></td>
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<td>Subscriptions &amp; Memberships</td>
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<td>1,927</td>
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<tr>
<td>Safety Apparel</td>
<td>2,200</td>
<td>1,000</td>
<td>(1,200)</td>
</tr>
<tr>
<td>Car Allowances</td>
<td>-</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Cash over/short</td>
<td>1,009</td>
<td>-</td>
<td>(1,009)</td>
</tr>
<tr>
<td><strong>Sub-total Administrative Exp.</strong></td>
<td><strong>4,282</strong></td>
<td><strong>5,000</strong></td>
<td><strong>718</strong></td>
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<tr>
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<td>Security Contract</td>
<td>2,824</td>
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<td>(824)</td>
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<tr>
<td>Property Taxes</td>
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<td>61,648</td>
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<td>MTCE - Bldg &amp; Property</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>MTCE - Janitorial Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Golf Cart Lease</td>
<td>57,906</td>
<td>58,187</td>
<td>281</td>
</tr>
<tr>
<td>Insurance Premiums</td>
<td>12,933</td>
<td>13,500</td>
<td>567</td>
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<tr>
<td>Advertising Expenses</td>
<td>-</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Other Purchased Services</td>
<td>11,600</td>
<td>7,500</td>
<td>(4,100)</td>
</tr>
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<td><strong>Sub-total Purchased Services</strong></td>
<td><strong>172,975</strong></td>
<td><strong>163,835</strong></td>
<td><strong>(9,140)</strong></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>7,101</td>
<td>5,000</td>
<td>(2,101)</td>
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<td>Cemicals -P.C.P.</td>
<td>12,212</td>
<td>12,000</td>
<td>(212)</td>
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<tr>
<td>Operating Supplies</td>
<td>2,447</td>
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<td>53</td>
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<td>Electricity Costs</td>
<td>40,035</td>
<td>43,200</td>
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<td>Water Costs</td>
<td>1,432</td>
<td>1,030</td>
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<td>Natural Gas</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Energy Propane</td>
<td>2,198</td>
<td>2,500</td>
<td>302</td>
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<tr>
<td>MTCE - Materials &amp; Supplies</td>
<td>9,431</td>
<td>10,000</td>
<td>569</td>
</tr>
<tr>
<td>Janitorial Supplies</td>
<td>681</td>
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<td>319</td>
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<tr>
<td>Other Materials &amp; Supplies</td>
<td>51,014</td>
<td>52,000</td>
<td>986</td>
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<td><strong>Sub-total Materials &amp; Supplies</strong></td>
<td><strong>126,552</strong></td>
<td><strong>129,230</strong></td>
<td><strong>2,678</strong></td>
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<td>Equipment Rental - Internal</td>
<td>250,605</td>
<td>250,605</td>
<td>0</td>
</tr>
<tr>
<td>Equipment Rental - External</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Sub-Total Equipment Costs</strong></td>
<td><strong>250,605</strong></td>
<td><strong>250,605</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td>Wages Recovery</td>
<td>(3,562)</td>
<td>-</td>
<td>3,562</td>
</tr>
<tr>
<td>Wages Billed</td>
<td>8,200</td>
<td>2,000</td>
<td>(6,200)</td>
</tr>
<tr>
<td><strong>Sub-total Transfers</strong></td>
<td><strong>4,638</strong></td>
<td><strong>2,000</strong></td>
<td><strong>(2,638)</strong></td>
</tr>
<tr>
<td>Total Direct Operating</td>
<td>1,066,086</td>
<td>1,054,882</td>
<td>(11,204)</td>
</tr>
</tbody>
</table>

### NET Surplus/(Deficit)

<table>
<thead>
<tr>
<th></th>
<th>2010 Actual YE</th>
<th>2011 Draft Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>1,393,589</td>
<td>1,471,898</td>
<td>78,309</td>
</tr>
<tr>
<td><strong>NET Surplus/(Deficit)</strong></td>
<td><strong>(94,500)</strong></td>
<td><strong>53,715</strong></td>
<td><strong>148,215</strong></td>
</tr>
<tr>
<td>Reserve Transfers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>TF RSV SELF INSURANCE</td>
<td>5,775</td>
<td>5,800</td>
<td>25</td>
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<tr>
<td>TSF GOLF COURSE RESV</td>
<td>133,333</td>
<td>133,333</td>
<td></td>
</tr>
<tr>
<td><strong>Total Transfers</strong></td>
<td><strong>139,108</strong></td>
<td><strong>139,133</strong></td>
<td>25</td>
</tr>
<tr>
<td>Fuel Rebates</td>
<td>(1,481)</td>
<td></td>
<td>1481</td>
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<tr>
<td><strong>NET Surplus/(Deficit) after Transfers</strong></td>
<td><strong>(235,089)</strong></td>
<td><strong>(85,419)</strong></td>
<td><strong>149,670</strong></td>
</tr>
</tbody>
</table>
## 2011 Financial Plan & Budget – River Road

### Performance Indicators

<table>
<thead>
<tr>
<th></th>
<th>2010 Actual YE</th>
<th>2011 Draft Budget</th>
<th>Variance</th>
<th>Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Rds of Golf</td>
<td>21,196</td>
<td>23,151</td>
<td>1,955</td>
<td>29,861</td>
</tr>
<tr>
<td>Unlimited Rounds</td>
<td>4,970</td>
<td>5,000</td>
<td>30</td>
<td>6,470</td>
</tr>
<tr>
<td>Fee Paying Rounds</td>
<td>16,226</td>
<td>18,151</td>
<td>1,925</td>
<td>23,391</td>
</tr>
<tr>
<td>Average Green Fee per Total Rds.</td>
<td>$13.84</td>
<td>$14.53</td>
<td>$0.69</td>
<td>$14.29</td>
</tr>
<tr>
<td>Average Green Fee per Paying Rds.</td>
<td>$18.08</td>
<td>$18.53</td>
<td>$0.45</td>
<td>$18.25</td>
</tr>
<tr>
<td>Average Cart Rental per Total Rds.</td>
<td>$2.61</td>
<td>$2.66</td>
<td>$0.05</td>
<td>$2.66</td>
</tr>
<tr>
<td>Average Retail per Total Rds.</td>
<td>$1.17</td>
<td>$1.19</td>
<td>$0.02</td>
<td>$1.17</td>
</tr>
<tr>
<td>Average F&amp;B per Total Rds</td>
<td>$4.68</td>
<td>$6.09</td>
<td>$1.41</td>
<td>$6.00</td>
</tr>
<tr>
<td>Average Membership Rev per Total Rds</td>
<td>$4.04</td>
<td>$5.59</td>
<td>$1.55</td>
<td>$4.34</td>
</tr>
<tr>
<td>Variable Expense per Rounds</td>
<td>$8.12</td>
<td>$9.62</td>
<td>$1.50</td>
<td>$8.33</td>
</tr>
<tr>
<td>Variable Labour per Revenue</td>
<td>$5.23</td>
<td>$5.75</td>
<td>$0.52</td>
<td>$4.46</td>
</tr>
<tr>
<td>Total Expense per Rounds</td>
<td>$34.37</td>
<td>$32.41</td>
<td>(1.96)</td>
<td>$26.00</td>
</tr>
<tr>
<td>Gross Margin Retail</td>
<td>15%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>Gross Margin F&amp;B</td>
<td>57%</td>
<td>49%</td>
<td>48%</td>
<td>48%</td>
</tr>
</tbody>
</table>

### Revenues

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>Stretch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memberships</td>
<td>85,644</td>
<td>129,462</td>
<td>43,818</td>
</tr>
<tr>
<td>Guest Fees</td>
<td>167,118</td>
<td>207,929</td>
<td>40,811</td>
</tr>
<tr>
<td>Member Fees</td>
<td>126,293</td>
<td>128,454</td>
<td>2,161</td>
</tr>
<tr>
<td><strong>Sub-total Golf Fees</strong></td>
<td>379,054</td>
<td>465,844</td>
<td>86,790</td>
</tr>
<tr>
<td>Golf Cart Rentals</td>
<td>55,381</td>
<td>61,531</td>
<td>6,150</td>
</tr>
<tr>
<td>Virtual Golf Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Retail Sales</td>
<td>22,199</td>
<td>25,003</td>
<td>2,804</td>
</tr>
<tr>
<td>F &amp; B Sales</td>
<td>99,093</td>
<td>140,906</td>
<td>41,812</td>
</tr>
<tr>
<td>Other</td>
<td>2,624</td>
<td>2,600</td>
<td>(24)</td>
</tr>
<tr>
<td><strong>Sub-total Other Revenues</strong></td>
<td>179,297</td>
<td>230,040</td>
<td>50,743</td>
</tr>
</tbody>
</table>

### Total Revenues

|                      | 558,351       | 695,884       | 137,532 |

### Expenses

#### Variable Operating Expenses

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>Stretch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casual Labour Wages</td>
<td>100,611</td>
<td>121,459</td>
<td>20,848</td>
</tr>
<tr>
<td>Casual Labour Fringe</td>
<td>10,216</td>
<td>11,575</td>
<td>1,359</td>
</tr>
<tr>
<td>COGS - Retail</td>
<td>18,956</td>
<td>17,502</td>
<td>(1,454)</td>
</tr>
<tr>
<td>COGS - F&amp;B</td>
<td>42,385</td>
<td>72,231</td>
<td>29,846</td>
</tr>
<tr>
<td><strong>Total Variable Expenses</strong></td>
<td>172,168</td>
<td>222,767</td>
<td>50,599</td>
</tr>
</tbody>
</table>

#### Direct Operating Expenses

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>Stretch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Management</td>
<td>49,995</td>
<td>42,228</td>
<td>(7,766)</td>
</tr>
<tr>
<td>Wages Perm. - 107</td>
<td>99,269</td>
<td>98,134</td>
<td>(1,135)</td>
</tr>
<tr>
<td>Wages Temp - 107</td>
<td>57,228</td>
<td>61,900</td>
<td>4,672</td>
</tr>
<tr>
<td>Overtime - Perm - 107</td>
<td>3,374</td>
<td>3,300</td>
<td>(74)</td>
</tr>
<tr>
<td>Overtime - Temp - 107</td>
<td>2,341</td>
<td>2,500</td>
<td>159</td>
</tr>
<tr>
<td>Shift Prem - Perm - 107</td>
<td>1,635</td>
<td>1,700</td>
<td>65</td>
</tr>
</tbody>
</table>
### 2011 FINANCIAL PLAN & BUDGET – RIVER ROAD (CONTINUED)

<table>
<thead>
<tr>
<th></th>
<th>2010 Actual YE</th>
<th>2011 Draft Budget</th>
<th>Variance</th>
<th>Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Shift Prem - Temp - 107</strong></td>
<td>4,653</td>
<td>4,700</td>
<td>47</td>
<td>4,700</td>
</tr>
<tr>
<td><strong>Fringe - Management</strong></td>
<td>10,599</td>
<td>9,075</td>
<td>(1,524)</td>
<td>9,075</td>
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<tr>
<td><strong>Fringe - Perm - 107</strong></td>
<td>60,774</td>
<td>63,856</td>
<td>3,082</td>
<td>63,856</td>
</tr>
<tr>
<td><strong>Fringe - Temp - 107</strong></td>
<td>11,331</td>
<td>12,256</td>
<td>925</td>
<td>12,256</td>
</tr>
<tr>
<td><strong>Sub-Total Direct Labour</strong></td>
<td>301,199</td>
<td>299,650</td>
<td>(1,549)</td>
<td>299,650</td>
</tr>
<tr>
<td><strong>Subscriptions &amp; Memberships</strong></td>
<td>1,081</td>
<td>1,100</td>
<td>20</td>
<td>1,100</td>
</tr>
<tr>
<td><strong>Safety Apparel</strong></td>
<td>259</td>
<td>300</td>
<td>41</td>
<td>300</td>
</tr>
<tr>
<td><strong>Car Allowances</strong></td>
<td>-</td>
<td>1,000</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td><strong>Cash over/short (39)</strong></td>
<td>-</td>
<td>39</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Sub-total Administrative Exp.</strong></td>
<td>1,301</td>
<td>2,400</td>
<td>1,099</td>
<td>2,400</td>
</tr>
<tr>
<td><strong>Facilities Maintenance</strong></td>
<td>8,164</td>
<td>10,000</td>
<td>1,836</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Security Contract</strong></td>
<td>1,141</td>
<td>1,500</td>
<td>359</td>
<td>1,500</td>
</tr>
<tr>
<td><strong>Property Taxes</strong></td>
<td>24,372</td>
<td>25,000</td>
<td>628</td>
<td>25,000</td>
</tr>
<tr>
<td><strong>MTCE - Bldg &amp; Property</strong></td>
<td>1,333</td>
<td>1,500</td>
<td>167</td>
<td>1,500</td>
</tr>
<tr>
<td><strong>MTCE - Janitorial Services</strong></td>
<td>-</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td><strong>Golf Cart Lease</strong></td>
<td>18,035</td>
<td>16,588</td>
<td>(1,447)</td>
<td>16,588</td>
</tr>
<tr>
<td><strong>Insurance Premiums</strong></td>
<td>9,669</td>
<td>10,000</td>
<td>331</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Advertising Expenses</strong></td>
<td>5,921</td>
<td>6,150</td>
<td>229</td>
<td>6,150</td>
</tr>
<tr>
<td><strong>Other Purchased Services</strong></td>
<td>8,369</td>
<td>5,000</td>
<td>(3,369)</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>Sub-total Purchased Services</strong></td>
<td>77,004</td>
<td>76,238</td>
<td>(766)</td>
<td>76,238</td>
</tr>
<tr>
<td><strong>Office Supplies</strong></td>
<td>3,037</td>
<td>3,500</td>
<td>463</td>
<td>3,500</td>
</tr>
<tr>
<td><strong>Chemicals - P.C.P.</strong></td>
<td>4,955</td>
<td>5,000</td>
<td>45</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>Operating Supplies</strong></td>
<td>719</td>
<td>1,000</td>
<td>281</td>
<td>1,000</td>
</tr>
<tr>
<td><strong>Electricity Costs</strong></td>
<td>15,886</td>
<td>16,800</td>
<td>914</td>
<td>16,800</td>
</tr>
<tr>
<td><strong>Water Costs</strong></td>
<td>540</td>
<td>500</td>
<td>(40)</td>
<td>500</td>
</tr>
<tr>
<td><strong>Natural Gas</strong></td>
<td>2,075</td>
<td>2,100</td>
<td>25</td>
<td>2,100</td>
</tr>
<tr>
<td><strong>Energy Propane</strong></td>
<td>2,941</td>
<td>3,000</td>
<td>59</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>MTCE - Materials &amp; Supplies</strong></td>
<td>384</td>
<td>-</td>
<td>(384)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Janitorial Supplies</strong></td>
<td>1,088</td>
<td>1,500</td>
<td>412</td>
<td>1,500</td>
</tr>
<tr>
<td><strong>Other Materials &amp; Supplies</strong></td>
<td>17,839</td>
<td>19,500</td>
<td>1,661</td>
<td>19,500</td>
</tr>
<tr>
<td><strong>Sub-total Materials &amp; Supplies</strong></td>
<td>49,463</td>
<td>52,900</td>
<td>3,437</td>
<td>52,900</td>
</tr>
<tr>
<td><strong>Equipment Rental - Internal</strong></td>
<td>123,888</td>
<td>95,888</td>
<td>(28,000)</td>
<td>95,888</td>
</tr>
<tr>
<td><strong>Equipment Rental - External</strong></td>
<td>-</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td><strong>Sub-Total Equipment Costs</strong></td>
<td>123,888</td>
<td>96,388</td>
<td>(27,500)</td>
<td>96,388</td>
</tr>
<tr>
<td><strong>Wages Recovery</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Wages Billed</strong></td>
<td>3,486</td>
<td>-</td>
<td>(3,486)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Sub-total Transfers</strong></td>
<td>3,486</td>
<td>-</td>
<td>(3,486)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Direct Operating</strong></td>
<td>556,341</td>
<td>527,576</td>
<td>(28,765)</td>
<td>527,576</td>
</tr>
</tbody>
</table>

### TOTAL EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>Variance</th>
<th>Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>728,509</td>
<td>750,343</td>
<td>21,835</td>
<td>776,351</td>
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</table>

### NET Surplus/(Deficit)

<table>
<thead>
<tr>
<th>Reserve Transfers</th>
<th>2010</th>
<th>2011</th>
<th>Variance</th>
<th>Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>TF RSV SELF INSURANCE</td>
<td>6,631</td>
<td>6,700</td>
<td>69</td>
<td>6,700</td>
</tr>
<tr>
<td>TSF GOLF COURSE RESV</td>
<td>66,667</td>
<td>66,667</td>
<td>66,667</td>
<td>66,667</td>
</tr>
<tr>
<td><strong>Total Transfers</strong></td>
<td>73,298</td>
<td>73,367</td>
<td>69</td>
<td>73,367</td>
</tr>
<tr>
<td>Fuel Rebates</td>
<td>(757)</td>
<td>757</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NET Surplus/(Deficit) after Transfers</strong></td>
<td>(244,213)</td>
<td>(127,826)</td>
<td>116,386</td>
<td>(16)</td>
</tr>
</tbody>
</table>
# 2011 CAPITAL EXPENDITURE PLAN

Total Approved Capital Funding Available: $233,000

| Emergency Balance to be retained: | $58,000 |

## RC2840 Golf Course Improvements

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fanshawe #4 High Voltage Power Line Clearing - as per ESA inspect</td>
<td>$3,500</td>
</tr>
<tr>
<td>Quarry #9 Tee Deck construction</td>
<td>$10,000</td>
</tr>
<tr>
<td>Thames Valley Pump station</td>
<td>$2,500</td>
</tr>
<tr>
<td>River Road Stumper and Brush Mulcher</td>
<td>$2,500</td>
</tr>
<tr>
<td>Fanshawe #9 and #13 Drainage</td>
<td>$2,000</td>
</tr>
<tr>
<td>River Road #11 Drainage</td>
<td>$1,500</td>
</tr>
<tr>
<td>Sand Trap Improvements</td>
<td>$33,000</td>
</tr>
<tr>
<td>Forestry -- all courses for playability and safety</td>
<td>$25,000</td>
</tr>
<tr>
<td>Fanshawe Traditional #1 Cart Path</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**Sub Total** $100,000

## RC2881 - Clubhouse Improvements

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lounge Furniture - all courses</td>
<td>$6,000</td>
</tr>
<tr>
<td>Fanshawe Lounge -- 2 new 55 inch televisions with hookups and mc</td>
<td>$4,000</td>
</tr>
<tr>
<td>Miscellaneous upgrades - paint, shelving, etc</td>
<td>$2,500</td>
</tr>
<tr>
<td>Fanshawe -- Lounge entrance and Bar renovations</td>
<td>$30,000</td>
</tr>
<tr>
<td>Fanshawe - Outdoor Patio enlargement</td>
<td>$25,000</td>
</tr>
<tr>
<td>All Courses - Defibrillators</td>
<td>$7,500</td>
</tr>
</tbody>
</table>

**Sub Total** $75,000

**Total 2011 Spending** $175,000

## 2012 GOLF CAPITAL PROJECTS

### 2012 RC2840 Golf Course Improvements

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ian Andrews consultation</td>
<td>$100,000</td>
</tr>
<tr>
<td>Tee Decks - including forward tees</td>
<td></td>
</tr>
<tr>
<td>Sand Traps</td>
<td></td>
</tr>
<tr>
<td>Forestry - Playability and Safety</td>
<td></td>
</tr>
</tbody>
</table>

### 2012 RC2881 - Clubhouse Improvements

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Road -- Wall renovations from Clubhouse to Lounge</td>
<td>$75,000</td>
</tr>
<tr>
<td>All Courses -- Tables and Chairs</td>
<td></td>
</tr>
<tr>
<td>All Courses -- Decorating upgrades such as windows, lighting</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** 2011 golf capital project work is contingent upon available funding
## 2011 USER FEES

Note: Regular Members pay 50% on green fees - with applicable limitations.

### Green Fees:

#### Traditional and Classic Green Fees:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>April/October Open - 5 p.m.</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$32.00</td>
</tr>
<tr>
<td>May - September Open - 1 p.m.</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$39.00</td>
</tr>
<tr>
<td>May - September 1 pm - 5pm</td>
<td>3</td>
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<td>March 1, 2011</td>
<td>$32.00</td>
</tr>
<tr>
<td>All Year 5 pm - Close</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$20.00</td>
</tr>
<tr>
<td>9 Hole (Traditional Only)</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
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<tr>
<td>Junior Rate</td>
<td>3</td>
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</tr>
</tbody>
</table>

#### Quarry Green Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open - 5 pm</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$28.00</td>
</tr>
<tr>
<td>5pm - Close</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$20.00</td>
</tr>
<tr>
<td>Junior Rate</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
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#### River Road Green Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open - 1pm</td>
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<td>New</td>
<td>March 1, 2011</td>
<td>$32.00</td>
</tr>
<tr>
<td>1pm - 5pm</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$28.00</td>
</tr>
<tr>
<td>5pm - Close</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$20.00</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$22.00</td>
</tr>
<tr>
<td>Junior Rate</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

#### Hickory Green Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Day</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$20.00</td>
</tr>
<tr>
<td>Junior Rate</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$15.00</td>
</tr>
<tr>
<td>Hickory 9 Hole - Special</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$15.00</td>
</tr>
<tr>
<td>9 Hole Replay (All Courses)</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$10.00</td>
</tr>
<tr>
<td>18 Hole Replay (All Courses)</td>
<td>3</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

#### Fanshawe - Parkside Nine

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$9.00</td>
<td>March 1, 2011</td>
</tr>
</tbody>
</table>

#### Weekends/Holidays - Classic and Traditional

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$43.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$41.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$41.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$39.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$37.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$35.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$25.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$27.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$25.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$29.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$28.00</td>
<td>Discontinued</td>
</tr>
<tr>
<td>9 Hole</td>
<td>3</td>
<td>Jul. 1/10</td>
<td>$10.00</td>
<td>Discontinued</td>
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</table>

#### Unlimited Membership All Courses (7 days)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$1,550.00</td>
</tr>
<tr>
<td>Senior (65 and over)</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$1,225.00</td>
</tr>
<tr>
<td>Youth (9 - 18)</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$475.00</td>
</tr>
<tr>
<td>Weekday (all ages)</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$995.00</td>
</tr>
<tr>
<td>Hickory (9 - 18)</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$250.00</td>
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</table>

#### Unlimited Membership RRGC, Hickory, and Quarry (7 Days)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult</td>
<td>1</td>
<td>Jan. 1/10</td>
<td>$1,100.00</td>
<td>March 1, 2011</td>
</tr>
<tr>
<td>Senior</td>
<td>1</td>
<td>Jan. 1/10</td>
<td>$995.00</td>
<td>March 1, 2011</td>
</tr>
<tr>
<td>Youth</td>
<td>1</td>
<td>Jan. 1/10</td>
<td>$475.00</td>
<td>Discontinued</td>
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</table>

#### Regular Memberships (7 days):

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>New Cost</th>
<th>New Date</th>
<th>Old Cost</th>
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</thead>
<tbody>
<tr>
<td>Adult</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$275.00</td>
</tr>
<tr>
<td>Senior (65 and over)</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$235.00</td>
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<tr>
<td>Youth (9 - 18)</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$150.00</td>
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<tr>
<td>Hickory (19 and over)</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$150.00</td>
</tr>
<tr>
<td>Hickory (9 - 18)</td>
<td>1</td>
<td>New</td>
<td>March 1, 2011</td>
<td>$50.00</td>
</tr>
<tr>
<td>Parkside Nine Membership</td>
<td>3</td>
<td>Jan. 1/10</td>
<td>$57.00</td>
<td>March 1, 2011</td>
</tr>
<tr>
<td>Program/Activity</td>
<td>Tax Status</td>
<td>Last Date Revised</td>
<td>Existing Fee</td>
<td>Effective Date</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>------------</td>
<td>-------------------</td>
<td>---------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>Unlimited and Frequent Player Packages</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unlimited All Week Package (All Courses):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 days a week (including holidays) unlimited golf no green fees</td>
<td>1 Jan. 1/10</td>
<td>$1,675.00</td>
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<td></td>
</tr>
<tr>
<td>Adult</td>
<td>1 Jan. 1/10</td>
<td>$1,175.00</td>
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</tr>
<tr>
<td>Senior</td>
<td>1 Jan. 1/10</td>
<td>$995.00</td>
<td>Discontinued</td>
<td></td>
</tr>
<tr>
<td>Youth</td>
<td>1 Jan. 1/10</td>
<td>$475.00</td>
<td>Discontinued</td>
<td></td>
</tr>
<tr>
<td><strong>Frequent All Week Package (All Courses)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 days a week (including holidays) 50% green fees</td>
<td>1 Jan. 1/10</td>
<td>$250.00</td>
<td>Discontinued</td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>1 Jan. 1/10</td>
<td>$250.00</td>
<td>Discontinued</td>
<td></td>
</tr>
<tr>
<td>Senior</td>
<td>1 Jan. 1/10</td>
<td>$225.00</td>
<td>Discontinued</td>
<td></td>
</tr>
<tr>
<td>Youth</td>
<td>1 Jan. 1/10</td>
<td>$100.00</td>
<td>Discontinued</td>
<td></td>
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<tr>
<td><strong>Pro Shop Services:</strong></td>
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<tr>
<td>Electric Cart Rental:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Cart Rental: 2 Riders</td>
<td>3 Jan. 1/10</td>
<td>$32.00</td>
<td></td>
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<tr>
<td>Electric Cart Rental: Two Riders 9 Holes</td>
<td>3 Jan. 1/10</td>
<td>$16.00</td>
<td></td>
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<tr>
<td>Electric Cart Rental: Single Rider 18 Holes</td>
<td>3 Jan. 1/10</td>
<td>$22.00</td>
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<tr>
<td>Electric Cart Rental: Single Rider 9 Holes</td>
<td>3 Jan. 1/10</td>
<td>$11.00</td>
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<tr>
<td>Electric Cart Rental: Twilight</td>
<td>3 Jan. 1/10</td>
<td>$24.00</td>
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<td></td>
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<tr>
<td>Electric Cart Rental: Special 18</td>
<td>3 Jan. 1/10</td>
<td>$18.00</td>
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<td></td>
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<tr>
<td>Electric Cart Rental - 18 Hole Unlimited</td>
<td>1 Jan. 1/10</td>
<td>$787.50</td>
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<tr>
<td>Electric Cart Rental - 10X Rides 18 Holes</td>
<td>1 Jan. 1/10</td>
<td>$240.00</td>
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<td>$212.39</td>
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<tr>
<td>Electric Cart Rental - 10X Rides 9 Holes</td>
<td>1 Jan. 1/10</td>
<td>$120.00</td>
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<td>$106.19</td>
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<tr>
<td>Electric Cart Rental - Tournament with Fleet</td>
<td>1 Jan. 1/10</td>
<td>$48.00</td>
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<td>$48.00</td>
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<tr>
<td><strong>Golf Lessons</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Spectrum Adult &amp; Senior Spring Classes</td>
<td>1 Jan. 1/10</td>
<td>$90.00</td>
<td></td>
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</tr>
<tr>
<td>Spectrum Junior Boy/Girls Summer Classes</td>
<td>1 Jan. 1/10</td>
<td>$85.00</td>
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<tr>
<td><strong>Virtual Golf</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Prime Time Use</td>
<td>3 Jul. 1/10</td>
<td>$42.00</td>
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<td>$42.00</td>
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<tr>
<td>Non Prime Time Use</td>
<td>3 Jul. 1/10</td>
<td>$37.00</td>
<td></td>
<td>$37.00</td>
</tr>
<tr>
<td>Special Use</td>
<td>3 Jul. 1/10</td>
<td>$30.00</td>
<td></td>
<td>$30.00</td>
</tr>
<tr>
<td>Hourly fee (Special Event)</td>
<td>3 Jul. 1/10</td>
<td>$59.00</td>
<td></td>
<td>$59.00</td>
</tr>
</tbody>
</table>

Signed Copies are available in the City Clerk's Office
SAMPLE – “GOLF MORE FOR LESS”

2011 City of London Membership/Green Fee Prices

Unlimited & Regular Memberships

The Unlimited Membership offers great value to the avid golfer. This membership provides access with no restrictions to all City golf courses for a one-time fee.

NEW for 2011 is the Junior Unlimited Thames Valley Hickory 9 Membership for golfers ages 9 to 18. This is a great membership to introduce young players to the game for a one-time low price.

The Unlimited Weekday Membership is designed for the golfer able to play Monday to Friday exclusively. This package does not include weekends.

The Value Membership offers an unlimited membership structure for play at River Road, Fanshawe Gauntly, and Thames Valley Hickory 9.

The Regular Membership is filled with value! Pay an initial fee and then 50% green fees all season.

All three pro shops offer member discounts.

Green Fees NEW Junior Golf fees for golfers ages 9 to 18

<table>
<thead>
<tr>
<th>May 1 – September 30 Prices</th>
<th>9 Holes</th>
<th>Junior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course</td>
<td>Prime</td>
<td>Afternoon</td>
</tr>
<tr>
<td>Thames Valley Grass</td>
<td>$39.00</td>
<td>$22.00</td>
</tr>
<tr>
<td>Fanshawe Traditional</td>
<td>$24.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>Fanshawe Gauntly</td>
<td>$24.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>River Road</td>
<td>$32.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>Hickory 9</td>
<td>$30.00</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

All Green Fees include HST.

Signed Copies are available in the City Clerk’s Office.
SAMPLE – “JUNIOR GOLF”

2011 Junior Golf

The Parkside 9 at Fanshawe Golf Course
Play the Parkside 9 FREE seven days a week.

Thames Valley Hickory
Any paying golfer can bring one non-member (ages 9-14) to the Hickory 9 at Thames for FREE any Saturday or Sunday in June, July and August for 9 holes!

*This special rate all day on Thames Valley’s Hickory 9 Course. Must book tee times in advance to take advantage of this promotion.

Thames Valley Classic, Fanshawe Traditional, Fanshawe Quarry & River Road
Any paying golfer can bring one non-member (ages 14-18) to a City of London golf course any Saturday or Sunday for 18 holes in June, July and August for FREE!

*This special rate every Saturday & Sunday after 3:00 p.m. Must book tee times in advance to take advantage of this promotion.

GOLF CAMPS

July 11-15
Introductory Junior Golf Camp at Thames Valley Golf Course

July 18-22
Introductory Junior Golf Camp at Fanshawe Golf Course

NGCOA Take a Kid to the Course Week
July 4-10, 2011
Ding a Junior (ages 9-18) to the course during “Take a Kid To The Course Week” and the Junior pays for FREE. Green fees will apply to Regular Membership and guests of the club. This promotion runs all day at all City of London Courses.
Call 519-661-4450 for more details.

For more information or to register call 519-661-4450 or visit www.london.ca/golf

London CANADA
SAMPLE – “BEAT THE PRO”

**Fanshawe Golf & C.C.**

(Beat the Pro)

Challenge the "NEW"

Head Professional Rob Vincent &
Assistant Professional Daryl Sinden

Saturday May 21st

$40.00 per team (plus green fees)

- 2 Man Best Ball event
- Tee times start at 8:00am
- 3/4 handicap
- Members and Guests welcome
- Closest to the pin competitions
- Entry fee includes lunch and prizes following the event
- Register in the pro shop today!

*Every golfer must have an established handicap*

*Bonus Prize if you beat Rob & Daryl*
SAMPLE – “9’N DINE” AT RIVER ROAD GOLF COURSE

Every Friday in June, July and August

9’n Dine

Play nine holes and receive a $25 credit credit per couple towards River Road’s Food and Beverage Service after the game.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Regular Members</td>
<td>$35</td>
</tr>
<tr>
<td>One Member and one Non-member</td>
<td>$35</td>
</tr>
<tr>
<td>Two Guests</td>
<td>$45</td>
</tr>
<tr>
<td>Two Unlimited Members</td>
<td>$25</td>
</tr>
<tr>
<td>Cart Special</td>
<td>$12/per couple</td>
</tr>
</tbody>
</table>

Closest to the hole prizes and a weekly draw prize!
Signed Copies are available in the City Clerk's Office
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON June 14, 2011

FROM: GEORGE KOTSIFAS, P.ENG
DIRECTOR OF BUILDING CONTROLS AND
CHIEF BUILDING OFFICIAL

SUBJECT: ADULT LIVE ENTERTAINMENT PARLOUR - ROYAL LANCASTER

RECOMMENDATION

That, on the recommendation of the Director of Building Controls, this report BE RECEIVED for information purposes.

PREVIOUS REPORTS

May 2, 2011 – CNC – Public meeting on Closed Adult Live Entertainment Parlours

BACKGROUND

At the public meeting on May 2, 2011, the CNC requested that the Civic Administration BE ASKED to report back at the June 14, 2011 Community and Neighbourhoods Committee with respect to additional information related to the Adult Live Entertainment Parlour license for the property located at 2010 Dundas Street. At the public meeting, the manager of Royal Lancaster indicated that on August 14, 2010 and December 22, 2010 the premise was operating as an adult live entertainment parlour. The manager indicated that affidavits would be provided to the City reflecting his statements.

On May 24, 2010, thirteen affidavits were received. The affidavits are from the premise manager, adult entertainers and participants which attended a birthday party on August 14, 2010 and a Christmas Party on December 22, 2010. The affidavits from the adult entertainers state that on these days, adult entertainment services were provided at this premise. The affidavits from the participants indicate that they viewed adult entertainers at this premise on these dates.

Staff have not been able to confirm that the person who commissioned the affidavits is a barrister and solicitor entitled to practice law in Ontario and therefore a commissioner for taking affidavits under the Commissioners for Taking Affidavits Act or has been appointed by the Attorney General to administer oaths under the Act. Staff have requested Carlos Canejo (Royal Lancaster) and Yusuf Nakhooda (person who commissioned affidavits) verbally and in writing that the person who commissioned the affidavits provide their Law Society of Upper Canada License number or confirmation of their appointment by the Attorney General so as to confirm that the affidavits have been properly commissioned. No information has been provided.
cc. City Solicitors Office
   London Police Service –COR Unit
   Municipal Law Enforcement Services
   Alcohol and Gaming Commission of Ontario
   Royal Lancaster

Signed Copies are available in the City Clerk's Office
<table>
<thead>
<tr>
<th>TO:</th>
<th>CHAIR AND MEMBERS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COMMUNITY AND NEIGHBOURHOODS COMMITTEE</td>
</tr>
<tr>
<td></td>
<td>MEETING ON JUNE 14, 2011</td>
</tr>
<tr>
<td>FROM:</td>
<td>CINDY HOWARD</td>
</tr>
<tr>
<td></td>
<td>DIRECTOR, SOCIAL AND COMMUNITY SUPPORT SERVICES</td>
</tr>
<tr>
<td></td>
<td>COMMUNITY SERVICES DEPARTMENT</td>
</tr>
<tr>
<td>SUBJECT:</td>
<td>HOMELESSNESS PARTNERING STRATEGY</td>
</tr>
<tr>
<td></td>
<td>CONTRIBUTION AGREEMENT – COMMUNITY ENTITY MODEL</td>
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**RECOMMENDATION**

That on the recommendation of the Director of Social and Community Support Services, with the concurrence of the Executive Director of Community Services, the attached By-Law (Appendix 1) **BE INTRODUCED** at the Municipal Council meeting of June 20, 2011:

a) **TO APPROVE** the template Sub-Project Funding Agreement to be entered into between the City and such corporations who have been selected for funding for their sub-projects in accordance with the City’s Funding Agreement with Canada;

b) **TO DELEGATE** to the Manager, Homelessness, Hostels and Special Populations, the authority to insert certain details into the template Sub-Project Funding Agreement approved under section 1 above; and

c) **TO DELEGATE** to the Executive Director of Community Services the authority to execute the agreements approved under section 1 above and as altered pursuant to section 2 above as provided for in the by-law.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- Homelessness Partnering Strategy – Allocation of Funds (CPSC: March 17, 2008)
- London CARES Phase One Authorization and Funding (BOC: July 16, 2008)
- Homelessness Partnering Strategy (CPSC: March 23, 2009)

**BACKGROUND**

Since February 19, 2007, by resolution of Municipal Council, the City of London has served as the Community Entity for the federal Homelessness Partnering Strategy (HPS) on a go forward basis at the invitation of the London Homeless Coalition (LHC); it being noted that HPS is funded through 100% federal funding and has no impact on the City of London’s budget. As the Community Entity, the City of London receives federal funding under the National Homelessness Initiative – Homelessness Partnering Strategy.

The current HPS program concluded on March 31, 2011 terminating all existing contracts and agreements. On March 31, 2011 the Federal Government approved the new Homelessness Partnering Strategy and funding model operating from April 1, 2011 to March 31, 2014. The new Service Agreement between Human Resources and Skills Development Canada (HRSDC) and the City of London announcement requires a new funding agreement be entered into between the City and sub-projects approved for funding under this initiative.
The Homeless Partnering Strategy requires a Community Advisory Board establish a Community Plan on Homelessness that complies with the HPS established targets and to provide advice and recommendations to the Community Entity related to the allocation of funding. In London, the London Homeless Coalition serves as the local Community Advisory Board.

The London Homeless Coalition exists to advise, shape and coordinate responses to homelessness, and related needs for the London area. The Coalition has an open membership and annually elects a Steering Committee. A representative from the City of London automatically serves as a member of the Steering Committee. This cooperative relationship between the City and the London Homeless Coalition has continued to see positive outcomes related to the allocation, management and monitoring of the fiscal funding of projects and programs funded through this initiative.

Allocation of funding is based on the federally approved London Community Plan on Homelessness. The HPS identifies key priorities and target populations that could be supported through the funding. The London Homeless Coalition is required to submit the local community plan on homelessness, which is subject to approval by HPS.

The London Community Plan on Homelessness was approved by Municipal Council on November 16, 2010. The six themes and 29 recommendations form the basis for the HPS London Community Plan submitted through the London Homeless Coalition. In this way there is alignment between the two plans and supports our efforts to work in cooperation with the community in achieving the objectives of the plan.

The London Homeless Coalition recommends the process for the allocation of funding for programs and projects for each fiscal year in accordance with the terms and conditions laid out in the funding agreement. In prior years a Request for Proposal (RFP) has been issued through the City of London to determine the programs and/or projects that will be funded. The City of London enters into a Sub-Project Funding Agreement between the City of London and funded organizations (referred to as sub-contracts in the agreement). The City oversees all contracts and financial monitoring.

Reporting of the outcomes and funding allocation will be provided through the annual London Community Housing Strategy (LCHS) Community Update Reports. This report will address all of the homelessness prevention and intervention initiatives funded through the City of London.

### FINANCIAL IMPACT

The funding agreement is for the period April 1, 2011 to March 31, 2014. The total maximum amount of Canada's contribution towards the eligible expenditures of the project is $1,539,642. The maximum amount payable each fiscal year has remained consistent since 2007 as follows:

- In Fiscal Year 2011–2012 $513,214
- In Fiscal Year 2010–2013 $513,214
- In Fiscal Year 2013–2014 $513,214

**Acknowledgements**

Staff from the City Solicitor's office have been instrumental in the development of the form and content of the Homelessness Partnering Strategy Sub-Project Funding Agreement articles of Agreement between the City of London and the sub-project.
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<tr>
<th>SUBMITTED BY:</th>
<th>CONCURRED BY:</th>
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<tr>
<td>Jan Richardson</td>
<td>Ross L. Fair</td>
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<tr>
<td>Manager, Homelessness, Hostels &amp; Special Populations</td>
<td>Executive Director</td>
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<td>Social &amp; Community Support Services</td>
<td>Community Services Department</td>
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**RECOMMENDED BY:**

| Cindy Howard | Community Services Department |
| Director, Social & Community Support Services |

**cc:**
Lynn Marshall, Solicitor, City of London  
Anna Lisa Barbon, Manager, Financial and Business Services  
Stephen Giustizia, Manager, Ontario Works and Homelessness
APPENDIX 1

Bill No.
2011

By-law No.

A By-law to approve the template Sub-Project Funding Agreement for the Homelessness Partnering Strategy; and to authorize the Executive Director of Community Services to execute the Agreement.

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

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

AND WHEREAS The Corporation of the City of London (the "City") has entered into a Funding Agreement ("Funding Agreement") with Her Majesty the Queen in Right of Canada ("Canada") in May 2011 for the Homelessness Partnering Strategy to support projects that promote strategic partnerships and structures to stabilize the lives of individuals who are homeless or at-risk of becoming homeless and assist them to move toward self-sufficiency;

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

1. The template Sub-Project Funding Agreement, attached as Schedule A to this By-law, to be entered into between the City and such corporations who have been selected for funding for their sub-projects in accordance with the City’s Funding Agreement with Canada IS APPROVED.

2. The Manager – Homelessness, Hostels and Special Populations is delegated the authority to insert the following details into the template Sub-Project Funding Agreement approved under section 1 above:
   (a) on pages 1 and 10, the legal name for the Sub-Agreement Holder;
   (b) in Schedule A, the Sub-Project Description details; and
   (c) in Schedule B, the maximum contribution of the City in section 1.1, the maximum amount payable in section 1.2, and Sub-Project Budget details in Section 5.

3. The Executive Director of Community Services is delegated the authority to execute the agreements approved under section 1 above and as altered pursuant to section 2 above, that are consistent with the requirements contained in the Funding Agreement with Canada and that do not require additional funding or are provided for in the City’s current budget, and that do not increase, directly or indirectly, the indebtedness or contingent liabilities of the City, and, the Executive Director of Community Services shall provide annual reports to Council regarding all agreements entered into.

4. The approval and authorization in sections 1, 2 and 3 above are subject to the City having a valid Funding Agreement with Her Majesty the Queen in Right of Canada for funding for the Homelessness Partnering Strategy.

5. This by-law shall come into force and effect on the day it is passed.
PASSED in Open Council

First reading -
Second reading -
Third reading –

Joe Fontana
Mayor

Catharine Saunders
City Clerk

, 2011.

Signed Copies are available in the City Clerk's Office
Schedule A

This Agreement with effect as of the _____ day of ______, 2011

Homelessness Partnering Strategy-
SUB-PROJECT FUNDING AGREEMENT

ARTICLES OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(the “City”)

AND

( the “Sub-Agreement Holder”)

Hereinafter collectively referred to as “the Parties”

Whereas Her Majesty the Queen in right of Canada (“Canada”) has established the Homelessness Partnering Strategy (hereinafter referred to as “the Program”) to support projects that promote strategic partnerships and structures, including housing solutions and supports, to stabilize the lives of individuals who are homeless or at-risk of becoming homeless and assist them to move toward self-sufficiency;

And Whereas the City has entered into a funding agreement with Canada wherein the City will act as the Community Entity and will administer HPS- Designated Communities funding for the development of housing and supports (“the Project”);

And Whereas the Project involves the City assessing, approving and entering into funding agreements with third parties that meet the community plan priorities and terms and conditions of the Program (“Sub-Projects”);

And Whereas the City has determined that the Sub-Agreement Holder is eligible to apply for and receive funding for the Sub-Agreement Holder’s Sub-Project and that the Sub-Project qualifies for support under the Program;

Now, therefore, the City and the Sub-Agreement Holder agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto, constitute the entire agreement between the Sub-Agreement Holder and the City with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

(a) These Articles of Agreement;
(b) Schedule A – entitled “Sub-Project Description”;
(c) Schedule B – entitled “Financial Provisions”; and
(d) Schedule C – entitled “Additional Provisions”.

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

“Capital Asset” means any single item, or a collection of items which form one identifiable functional unit that

(a) is not physically incorporated into another product or not fully consumed by the end of the Sub-Project, and

(b) has a purchase or lease value of more than $1,000 (taxes excluded),
but does not include land or a building purchased or leased by the Sub-Agreement Holder in connection with the implementation of the Sub-Project.

"Eligible Expenditures" means the expenditures which are listed in the Sub-Project Budget in Schedule B, and in compliance with the Conditions Governing Eligible Expenditures set out in Schedule B.

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year.

"Sub-Project" means the activity described in Schedule A (Project Description) to this Agreement that is intended to be carried out by the Sub-Agreement Holder with funding provided by the City.

"Sub-Project Period" means the period beginning on the Sub-Project Start Date specified in Schedule A and ending on the Sub-Project End Date specified in Schedule A.

"Working Day" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Sub-Project Period unless the Agreement is terminated on a prior date in accordance with these Articles of Agreement.

3.2 All obligations of the Sub-Agreement Holder shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of the City's funding is to enable the Sub-Agreement Holder to carry out the Sub-Project. The funding shall be used by the Sub-Agreement Holder solely for the purpose of paying the Eligible Expenditures.

5.0 THE CITY'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, the City agrees to make a contribution to the Sub-Agreement Holder in respect of the Eligible Expenditures. The amount of the City's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B. The Sub-Agreement Holder shall comply with all of the requirements set out in Schedule C.

5.2 Where the Sub-Project Period covers more than one Fiscal Year, the amount payable by the City on account of its contribution in each Fiscal Year of the Sub-Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

6.0 AVAILABILITY OF FUNDS

6.1 Payment of any financial assistance under this Agreement is subject to the availability of funds, and payment of financial assistance may be cancelled or reduced in the event that Canada cancels or reduces its funding to the City.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

(a) the Program or Sub-Program is cancelled,

(b) the level of funding for the program for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision by Canada, or

(c) Parliament reduces the overall level of funding for the programs of the Department of Human Resources and Skills Development for any Fiscal Year in which payment is to be made under the Agreement,

the City may reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada proposes to reduce its funding, and where, as a result of the reduction in funding, the Sub-Agreement Holder is of the opinion that it will be unable to complete the Sub-Project or will be unable to complete the Sub-Project in the manner desired by the Sub-Agreement Holder, the Sub-Agreement Holder shall notify the City of same as soon as possible after receiving notice of the funding reduction and may, upon not less than twenty calendar (20) days written notice to the City, terminate the Agreement.
8.0 SUB AGREEMENT HOLDER DECLARATIONS

8.1 The Sub-Agreement Holder:

(a) declares that it has provided the City with a true and accurate list of all amounts owing to the City or the Government of Canada under legislation or funding agreements which are past due and in arrears as of the time of the Sub-Agreement Holder’s application for funding under the program and Sub-Project named in this Agreement;

(b) agrees to declare any amounts owing to the City or Government of Canada under legislation or funding agreements which become past due and in arrears following the date of its application for funding; and

(c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Sub-Agreement Holder under this Agreement.

8.2 The Sub-Agreement Holder declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act R.S. 1985 c. 44 (4th Supp.) at the time the lobbying occurred and that any such person to whom the Lobbying Act R.S. 1985 c. 44 (4th Supp.) applies has or will receive no payment, directly or indirectly, from the Sub-Agreement Holder that is in whole or in part contingent on obtaining this Agreement.

9.0 SUB-PROJECT RECORDS

9.1 The Sub-Agreement Holder shall:

(a) keep proper accounts and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Sub-Project, including cash contributions received from the City and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Sub-Project referred to in the Sub-Project Budget in Schedule B;

(b) keep records of all Sub-Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures; and

(c) keep records of all Sub-Project-related activity, progress and evaluation reports and reports of Sub-Project reviews or audits carried out by, or on behalf of, the Sub-Agreement Holder.

9.2 The Sub-Agreement Holder shall retain the records referred to in section 9.1 for a period of six (6) years following the Sub-Project Period.

10.0 THE CITY’S AND CANADA’S RIGHT TO AUDIT

10.1 Subject to any and all applicable law, during the Sub-Project Period and for a period of six (6) years thereafter, the Sub-Agreement Holder shall, upon request, grant representatives of the City or Canada access to the accounts and records referred to in section 9 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Sub-Agreement Holder as Eligible Expenditures. The Sub-Agreement Holder shall permit the City’s or Canada’s representative(s) to take copies and extracts from such accounts and records at the sole expense of the City or Canada. The Sub-Agreement Holder shall also provide the City or Canada with such additional information as the City or Canada may require with reference to such books and records.

11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Sub-Project Period, the Sub-Agreement Holder shall grant representatives of the City or Canada reasonable access to the Sub-Project site and business premises of the Sub-Agreement Holder, if different from the Sub-Project site, and to all project-related records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Sub-Project. The Sub-Agreement Holder shall also, upon request, provide representatives of the City or Canada with copies and extracts from such records.

12.0 EVALUATION

12.1 The Sub-Agreement Holder agrees to cooperate with the City in the conduct of any evaluation of the Sub-Project and the Program that the City may carry out during the Sub-Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by the City to do so for the purpose of conducting an evaluation, the Sub-Agreement Holder agrees to

(a) participate in any survey, interview, case study or other data collection exercise initiated by the City; and
(b) subject to section 12.2, provide the City with contact information of the Sub-Project partner organizations, if any, who participated in the Sub-Project, and of the members of the board of directors of the Sub-Agreement Holder.

12.2 The Sub-Agreement Holder shall provide the City with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 12.1(b) only if the person has given their written consent to the release of the information to the City. The Sub-Agreement Holder agrees to make all reasonable efforts to secure such consent during the Sub-Project Period. When providing a person’s contact information to the City, the Sub-Agreement Holder shall provide the City with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with the City.

13.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

13.1 If, during the Sub-Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the Auditor General Act, requests that the City or the Sub-Agreement Holder provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Sub-Agreement Holder shall provide to the City or to the Auditor General of Canada the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

14.0 CONTRACTING PROCEDURES

Contracting

14.1(1) Unless otherwise authorized in writing by the City, the Sub-Agreement Holder shall use a competitive process when procuring goods and services from contractors in relation to the Sub-Project if the value (including applicable taxes) of the goods or services is $25,000 or more. The Sub-Agreement Holder must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

(2) Where a competitive process is required under subsection (1), the Sub-Agreement Holder shall, unless otherwise authorized in writing by the City, obtain a minimum of three bids or proposals and shall select the bid or proposal offering the lowest cost or best value.

Restrictions Regarding Non Arms-Length Contracts

14.2(1) Unless otherwise authorized in writing by the City, all goods or services contracts, regardless of their value, entered into in relation to the Sub-Project between the Sub-Agreement Holder and:

(a) an officer, director or employee of the Sub-Agreement Holder;

(b) a member of the immediate family of an officer, director or employee of the Sub-Agreement Holder;

(c) a business in which an officer, director or employee of the Sub-Agreement Holder, or a member of their immediate family, has a financial interest; or

(d) a business which is related to, or associated or affiliated with, the Sub-Agreement Holder;

require the prior written approval of the City. In any such contract, the Sub-Agreement Holder shall ensure that the City has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Sub-Agreement Holder in relation to a contract referred to in this subsection.

(2) In this section, “immediate family” means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

Restrictions Regarding Sub-contracting of Sub-Agreement Holder Duties or Responsibilities

14.3 The Sub-Agreement Holder shall not subcontract the performance of any of its duties or responsibilities in managing the Sub-Project to another party without the prior written consent of the City unless the Sub-Agreement Holder has already indicated in the approved Sub-Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.

15.0 TERMINATION OF AGREEMENT

Termination for Default

15.1(1) The following constitute Events of Default:
(a) an order is made or resolution passed for the winding up of the Sub-Agreement Holder, or the Sub-Agreement Holder is dissolved;

(b) the Sub-Agreement Holder ceases to operate;

(c) the Sub-Agreement Holder is in breach of the performance of, or compliance with, any provision of this Agreement;

(d) the Sub-Agreement Holder, in support of its application for the City's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to the City;

(e) in the opinion of the City, the Sub-Agreement Holder has failed to proceed diligently with the implementation of the Sub-Project, except where such failure is due to causes which, in the opinion of the City, are beyond the control of the Sub-Agreement Holder; or

(f) in the opinion of the City, there is a material adverse change in risk in the Sub-Agreement Holder's ability to complete the Sub-Project or to achieve the expected results of the Sub-Project set out in Schedule A.

(2) If

(a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or

(b) an Event of Default specified in paragraphs (1)(c), (d), (e), or (f) occurs and has not been remedied within thirty (30) calendar days of receipt by the Sub-Agreement Holder of written notice of default, or a plan satisfactory to the City to remedy such Event of Default has not been put into place within such time period,

the City may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, the City shall have no obligation to make any further contribution to the Sub-Agreement Holder.

(3) In the event the City gives the Sub-Agreement Holder written notice of default pursuant to paragraph (2)(b), the City may suspend any further payment under this Agreement until the end of the period given to the Sub-Agreement Holder to remedy the Event of Default.

(4) The fact that the City refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the City shall not prevent the City in any way from later exercising any other right or remedy under this Agreement or other applicable law.

**Termination for Convenience**

15.2 The City may also terminate this Agreement at any time without cause upon not less than sixty (60) calendar days written notice of intention to terminate.

**Obligations Relating to Termination and Minimizing Cancellation Costs**

15.3 In the event of a termination notice being given by the City under section 7.1 or 15.2,

(a) the Sub-Agreement Holder shall make no further commitments in relation to the Sub-Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and

(b) all Eligible Expenditures incurred by the Sub-Agreement Holder up to the date of termination will be paid by the City, including the Sub-Agreement Holder's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the City that the costs mentioned herein were actually incurred by the Sub-Agreement Holder and the same are reasonable and properly attributable to the termination of the Agreement.

15.4 The Sub-Agreement Holder shall negotiate all contracts related to the Sub-Project, including employment contracts with staff, on terms that will enable the Sub-Agreement Holder to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Sub-Agreement Holder shall cooperate with the City and do everything reasonably within its power at all times to minimize and reduce the amount of the City's obligations under section 15.3 in the event of a termination of this Agreement.

16.0 **INDEMNIFICATION**

16.1 The Sub-Agreement Holder shall, both during and following the Sub-Project Period, indemnify and save Canada and the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or
negligent act, omission or delay on the part of the Sub-Agreement Holder or its officers, directors, employees, contractors or agents, and participating employers or Sub-Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Sub-Agreement Holder pursuant to this Agreement or done otherwise in connection with the implementation of the Sub-Project.

17.0 INSURANCE

17.1 Throughout the term of this Agreement, the Sub-Agreement Holder shall maintain comprehensive general liability insurance on an occurrence basis for an amount of not less than Five Million Dollars ($5,000,000) and shall include Canada and the City as additional insureds to cover any liability resulting from anything done or omitted by the Sub-Agreement Holder or its employees, agents or Sub-Project participants, if any, in carrying out the Sub-Project 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 Sub-Agreement Holder shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days notice in advance of cancellation of such insurance.

17.2 In addition, the Sub-Agreement Holder shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in the amount not less than the maximum amount of the City’s contribution set out in section 1.1 of Schedule B. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Sub-Agreement Holder as described in this Agreement.

17.3 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.

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

17.5 On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Sub-Agreement Holder shall provide the City with evidence that it has obtained the insurance coverage required under section 17.1. The Sub-Agreement Holder shall notify the City forthwith of any lapse or termination of any such insurance coverage.

18.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF THE CITY

18.1 The management and supervision of the Sub-Project are the sole and absolute responsibility of the Sub-Agreement Holder. The Sub-Agreement Holder 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 Sub-Agreement Holder 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 Sub-Agreement Holder shall not represent itself as an agent, employee or partner of the City.

18.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the City respecting additional or future funding of the Sub-Project beyond the Sub-Project Period, or that exceeds the maximum contribution specified in Schedule B. The City shall not be liable for any loan, capital lease or other long-term obligation which the Sub-Agreement Holder may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Sub-Agreement Holder toward another party in relation to the Sub-Project.

19.0 CONFLICT OF INTEREST

19.1 No current or former public servant or public office holder to whom the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

19.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

20.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S CONTRIBUTION

20.1 The Sub-Agreement Holder acknowledges that the name of the Sub-Agreement Holder, the amount of the contributions and the general nature of the programs supported under this Agreement may be made publicly available by Canada or the City.

20.2(1) The Sub-Agreement Holder shall allow Canada or the City sixty (60) days from the date of signature of the agreement to announce the Project. During this 60 day period, the Sub-Agreement Holder shall not make any public announcements of funding, deferring all questions to Canada or the
City. After the expiry of the 60 day period, the Sub-Agreement Holder may begin its own communication activities for the Sub-Project.

(2) The Sub-Agreement Holder shall notify the City twenty-five (25) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the project. The City reserves the right to approve the time, place and agenda of the ceremony.

(3) The Sub-Agreement Holder shall notify the City twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder or by a third party with whom it has an agreement relating to the project.

(4) The Sub-Agreement Holder shall ensure that appropriate recognition of the contribution of Canada to the Sub-Project being carried out is given to Canada in any and all communication activities, publications, advertising and press releases, including any information provided to the public on any website maintained by the Sub-Agreement Holder, regarding the Sub-Project.

(5) The Sub-Agreement Holder agrees to display such signs, plaques or symbols as Canada or the City may provide in such locations on its premises as Canada or the City may designate.

(6) The Sub-Agreement Holder shall cooperate with representatives of Canada or the City during any official news release or ceremonies relating to the announcement of the Project.

21.0 OFFICIAL LANGUAGES

21.1 The Sub-Agreement Holder shall, where Canada or the City deems appropriate:

(a) make any announcements to the public concerning the Sub-Project in both official languages;
(b) actively offer services relating to the Sub-Project to the public in both official languages;
(c) make available in both official languages any documents or other information relating to the Sub-Project that are intended for the information of, or use by the public;
(d) encourage members of both official languages communities to participate in the Sub-Project; and
(e) provide its services, when appropriate, in such a manner as to address the needs of both official languages communities.

22.0 ACCESS TO INFORMATION

22.1 The Sub-Agreement Holder acknowledges that the City is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 (the "MFIPPA"), and information obtained by the City pertaining to this Agreement may be disclosed by the City to the public upon request under MFIPPA. The Sub-Agreement Holder further acknowledges that Canada is subject to the Access to Information Act, RSC 1985, Chapter A-1, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the Access to Information Act.

23.0 DISPOSITION OF CAPITAL ASSETS

23.1 During the Sub-Project Period, the Sub-Agreement Holder shall preserve any capital asset purchased by the Sub-Agreement Holder with funding provided under this Agreement and shall not dispose of it unless the City authorizes its disposition.

23.2 At the end of the Sub-Project Period, or upon termination of this Agreement, if earlier, and if directed to do so by the City, the Sub-Agreement Holder agrees that any Capital Asset that has been preserved by the Sub-Agreement Holder shall be:

(a) sold at fair market value and the funds realised from such sale be applied to offset the City's contribution to the Eligible Expenditures;
(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.

24.0 INTELLECTUAL PROPERTY

24.1 Where in the course of carrying out the Sub-Project, the Sub-Agreement Holder produces work directly from funds provided by the City as part of the Sub-Project, and where that specific work is subject to copyright, the copyright in the work shall vest in the Sub-Agreement Holder. However, the Sub-Agreement Holder hereby grants to Canada and the City a non-exclusive, irrevocable and royalty-free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Sub-Agreement Holder, any such work which is produced by the Sub-Agreement Holder.
24.2 The license granted under section 24.1 shall be for the duration of the copyright and shall include:
(a) the right to sub-license the use of the work to any contractor engaged by the City solely for the purpose of performing contracts with the City; and
(b) the right to distribute the work as long as the distribution does not undermine any commercial use of the work intended by the Sub-Agreement Holder.

24.3 The Sub-Agreement Holder agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by the City to establish or confirm the license granted under section 24.1.

24.4 Additionally, with respect to any work licensed under section 24.1, the Sub-Agreement Holder:
(a) warrants that the work shall not infringe on the copyrights of others;
(b) agrees to indemnify and save harmless the City and Canada from all costs, expenses and damages arising from any breach of any such warranty; and
(c) shall include an acknowledgment, in a manner satisfactory to Canada or the City, on any work which is produced by it with funds contributed by Canada or the City under this Agreement, acknowledging that the work was produced with funds contributed by Canada or the City and identifying the Sub-Agreement Holder as being solely responsible for the content of such work.

25.0 NOTICES

25.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

25.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

26.0 DISPUTE RESOLUTION

26.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

27.0 ASSIGNMENT OF THE AGREEMENT

27.1 The Sub-Agreement Holder shall not assign this Agreement or any part thereof without the prior written consent of the City.

28.0 SUCCESSORS AND ASSIGNS

28.1 This Agreement is binding upon the parties and their respective successors and assigns.

29.0 COMPLIANCE WITH LAWS

29.1 The Sub-Agreement Holder shall carry out the Sub-Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation. The Sub-Agreement Holder shall obtain, prior to the commencement of the Sub-Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Sub-Project.

29.2 The Sub-Agreement Holder acknowledges that the City is in no way liable for the failure of the Sub-Agreement Holder to comply with any laws, by-laws or regulations.

30.0 APPLICABLE LAW

30.1 This Agreement shall be governed by and construed in accordance with the applicable laws of Ontario.
31.0 AMENDMENT

31.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

32.0 UNINCORPORATED ASSOCIATION

32.1 If the Sub-Agreement Holder is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Sub-Agreement Holder that in addition to signing this Agreement in their representative capacities on behalf of the members of the Sub-Agreement Holder, they shall be personally jointly and severally liable for the obligations of the Sub-Agreement Holder under this Agreement, including the obligation to pay any debt that may become owing to the City under this Agreement.

33.0 COUNTERPARTS

33.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

SIGNATURES

SIGNED ON BEHALF OF THE CORPORATION OF THE CITY OF LONDON UNDER THE HANDS OF ITS MAYOR AND CLERK.

For the City:

THE CORPORATION OF THE CITY OF LONDON

Date: __________________________

Joe Fontana, Mayor

Date: __________________________

Catharine Saunders, City Clerk

For Sub-Agreement Holder, by the following authorized officer(s):

[INSERT NAME OF SUB-AGREEMENT HOLDER]

Date: __________________________

(signature)

(Print Name)

(Print Title)

(signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation.
SCHEDULE A

SUB-PROJECT DESCRIPTION

<table>
<thead>
<tr>
<th>Sub-Agreement Holder</th>
<th>The City</th>
</tr>
</thead>
<tbody>
<tr>
<td>[INSERT NAME OF SUB-AGREEMENT HOLDER]</td>
<td>The Corporation of the City of London</td>
</tr>
<tr>
<td>[INSERT SUB-PROJECT TITLE]</td>
<td>151 Dundas Street, PO Box 5045</td>
</tr>
<tr>
<td></td>
<td>LONDON, ON N6A 4L6</td>
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</table>

<table>
<thead>
<tr>
<th>Primary Contact:</th>
<th>Secondary Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Richardson</td>
<td>Jan Richardson</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number:</th>
<th>Telephone Number:</th>
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</thead>
<tbody>
<tr>
<td>519-661-2500 x 5430</td>
<td>519-661-2500 x 5228</td>
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</table>

<table>
<thead>
<tr>
<th>Fax Number:</th>
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<tbody>
<tr>
<td>519-661-4731</td>
<td>519-661-4815</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Email address:</th>
<th>Email address:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:irichardson@london.ca">irichardson@london.ca</a></td>
<td><a href="mailto:irichardson@london.ca">irichardson@london.ca</a></td>
</tr>
</tbody>
</table>

SUB-PROJECT START DATE | SUB-PROJECT END DATE | Total Number of Participants: (if applicable)

201_—__—YYYY-mm-dd | 201_—__—YYYY-mm-dd | n/a

SUB-PROJECT DESCRIPTION

Objectives:
For the duration of 201_—__—201_ the Sub-Agreement Holder will

Activities:

Beneficiaries:

Eligible HPS Activities and costs under sub-projects include:

1. Capital Investments (e.g., pre-development, purchase, construction, renovation and purchase of appliances and furniture)
   - emergency shelter facilities
   - transitional housing facilities
   - supportive housing facilities
   - non-residential facilities

2. Client Services
   Activities may include:
   - assistance to address basic needs such as shelter and food services;
   - individual support services and other case-managed support services (including referrals to treatment or health services);
   - assistance with housing placement and housing retention e.g., services to transition people out of homelessness, or help those at imminent risk of homelessness to remain housed;
   - bridging to existing employment programs or removing barriers to employment or skill enrichment to facilitate labour market readiness.

3. Community Coordination, Partnership Development and Data Management
   Activities may include:
   - coordination of community consultation; community planning; and needs assessment
   - local research and information collection and sharing (specific to the particular community);
   - partnership and network development; and coordination of service provision; and
The City

Date

Sub-agreement holder

Date

Sub-agreement holder

Date

The city

Date

- Emergency shelter usage data collection activities; data development; data coordination activities; and reporting on, for example, progress against Community Performance Indicators, once developed and implemented.

4. Administrative Activities

Direct costs of activities funded under sub-project agreements

Specific costs may include, but are not limited to:

- Rented space to hold consultations or public meetings;
- Costs associated with conducting focus groups to inform research or the planning or assessment process;
- The hiring of a consultant to facilitate the planning process and to draft the plan under the community’s direction;
- Costs associated with publication and distribution of the community plan (e.g., layout, printing, postage, translation, etc.);
- Architectural costs for new buildings or construction;
- Property zoning and/or property assessment activities;
- Wages and mandatory employment-related costs (MERCS) for staff directly involved in project activities;
- Purchase or lease of land;
- Purchase or lease of buildings;
- Capital assets, furniture, appliances, fixtures;
- Honoraria;
- Costs of building, buying, renovating or making additions to shelter space, supportive or transitional housing;
- Supplies and equipment required to carry out an approved project;
- Food, clothing, personal and household items to help people who are homeless or at risk of becoming homeless;
- Costs associated with the provision of emergency assistance to assist homeless people or those at risk of homelessness to secure housing or housing-related services. These funds are not to be disbursed directly to individuals, but used for costs and services associated with their needs;
- Costs associated with conferences;
- Disbursements for research or technical studies;
- Research materials;
- Costs for continuum of support activities and services such as interpersonal support, outreach support activities and enhancing the skills of the front-line staff of service organizations that work directly with the homeless population; and
- Costs associated with emergency shelter usage data collection activities; data development; data coordination activities; and reporting on progress against community performance indicators.

Administrative Costs of sub-projects

Eligible administrative costs include, but are not limited to:

- Wages and MERCS for administrative staff;
- Fringe benefits;
- Administrative support and supplies;
- Licenses, permits and fees for professional service;
- Disability needs;
- Banking fees and interest charges;
- Utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments;
SCHEDULE B

FINANCIAL PROVISIONS

<table>
<thead>
<tr>
<th>NAME OF SUB-AGREEMENT HOLDER</th>
<th>[INSERT NAME OF RECIPIENT]</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUB-PROJECT TITLE</td>
<td>[INSERT SUB-PROJECT TITLE]</td>
</tr>
</tbody>
</table>

1.0 MAXIMUM CONTRIBUTION OF THE CITY

1.1 The total maximum amount of the City's contribution towards the Eligible Expenditures of the Sub-Project is $___.

1.2 The maximum amount payable by the City in each Fiscal Year of the Sub-Project Period on account of the contribution is as follows, unless otherwise authorized in writing by the City:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>201_ - 201_</td>
<td>$___</td>
</tr>
<tr>
<td>201_ - 201_</td>
<td>$___</td>
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</tbody>
</table>

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 Where the amount of interest earned on advance payments is in excess of one hundred dollars ($100), such interest is deemed to be part payment of the City's contribution and will be taken into account in the calculation of the final payment by the City, or repayment by the Sub-Agreement Holder, as may be appropriate in the circumstances.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Sub-Agreement Holder exceed the amount set out in section 1.1, the amount of the excess is a debt owing to the City and shall be promptly repaid to the City upon receipt of notice to do so. Without limiting the generality of the foregoing, amounts to which the Sub-Agreement Holder is not entitled include the amount of any payments:

(a) made in error;
(b) made for costs in excess of the amount actually incurred for those costs; and
(c) that were used for costs that were not eligible for reimbursement under the Agreement.

3.2 Interest shall be charged on overdue repayments as determined by the City Treasurer.

3.3 The Sub-Agreement Holder acknowledges that where an instrument tendered in payment or settlement of an amount due to the City under section 3.1 is, for any reason, dishonoured, an administrative charge of $15 is payable by the Sub-Agreement Holder to the City.

4.0 OTHER SOURCES OF FUNDING

4.1 The Sub-Agreement Holder declares that the funding received from the City under this Agreement is the sole source of funding for the Sub-Project.

4.2 The Sub-Agreement Holder agrees to inform the City promptly in writing of any change to the declaration made under section 4.1.

4.3 The Sub-Agreement Holder agrees that where there is a change to the declaration made in section 4.1, the City may, in its discretion, reduce the amount of its maximum contribution to the Sub-Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

4.4 If the amount of the City's contribution already paid to the Sub-Agreement Holder exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Sub-Agreement Holder is not entitled and shall be repaid to the City in accordance with section 3.0 of this Schedule (Repayment Requirements).

4.5 Upon completion of the Sub-Project, and if the amount set out in section 1.1 is in excess of $100,000, the Sub-Agreement Holder agrees to provide the City with a statement identifying the total funding provided from all sources for the Sub-Project, including total funding received for the Sub-Project from federal, provincial/territorial and municipal governments.
5.0 SUB-PROJECT BUDGET

5.1 The following is the Sub-Project Budget:

<table>
<thead>
<tr>
<th>Expenditure Categories</th>
<th>City</th>
<th>Other Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sub-Project Management Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 Staff Wages *</td>
<td></td>
<td></td>
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<tr>
<td>1.2 Professional Fees</td>
<td></td>
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<td>1.3 Travel</td>
<td></td>
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<tr>
<td>1.4 Capital Assets</td>
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<td></td>
</tr>
<tr>
<td>1.5 Other Activity-Related Costs</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.6 Administrative Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.7 Organizational Infrastructure Costs *</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2. Sub-Project Costs *</td>
<td></td>
<td></td>
<td>TOTAL 0</td>
</tr>
</tbody>
</table>

Budget notes:
“Sub-Project Management Costs” is the sum total of costs described in expenditure categories 1.1 through 1.7 incurred by the Sub-Agreement Holder to carry out the Sub-Project.
“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 sub-project, audit costs and legal fees.
“Travel” includes travel costs set out in the National Joint Council of Canada’s Travel Directive that are incurred in respect of sub-project staff and volunteers and contracted professionals, if the latter costs are not included in the professional fees expenditure category.
“Capital Assets” includes the cost of purchasing or leasing Capital Assets as defined in section 2 of the Articles of Agreement (Interpretation).
“Other Activity-Related Costs” are costs explicitly linked to the Sub-Project activities described in Schedule A that are not covered by any other expenditure category.
“Administrative Costs” are general administration-type costs, normally incurred by any organization, that are hereby incurred to enable effective delivery of the sub-project. These include costs such as rent, phone/fax, postage/courier, office supplies, internet/web site, bank charges, office moving expenses, office cleaning, security system, garbage removal/recycling, publication purchases, equipment maintenance and membership fees.
“Organizational Infrastructure Costs” are expenses incurred for services rendered to the Sub-Agreement Holder by a “main office”, “head office” or “administration office” of the Sub-Agreement Holder. These are costs related to functions which, although they guide and enable effective sub-project delivery, are not Sub-Project specific and not covered by any of the other expenditure categories listed in the Sub-Project Budget.
“Sub-Project Costs” includes any cost described in expenditure categories 1.1 through 1.6, as well as any of the following costs, incurred by the Sub-Agreement Holder in respect of a Sub-Project:

(a) the cost of purchasing land or a building for a facility;
(b) refundable deposits to put aside land, a building or a capital asset for a facility;
(c) fees paid to general contractors or labourers to build or renovate a facility;
(d) the cost of materials for construction or renovation of a facility; and
(e) pre-development costs in respect of a facility including property zoning and/or property assessment fees; environmental assessments (in accordance with the Canadian Environmental Assessment Act); architectural and engineering fees for inspections, assessments, architectural drawings; building permits, licenses and taxes.

6.0 BUDGET FLEXIBILITY

6.1 The Sub-Agreement Holder may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the expenditure categories identified in the Sub-Project Budget without having to obtain the City’s approval, provided the adjustments do not result in an increase to the amount set out in section 1.1. However, where the Sub-Agreement Holder makes an adjustment allowed by this section, it shall notify the City promptly in writing of the adjustment.

6.2 The Sub-Agreement Holder shall obtain the City’s written approval prior to making an adjustment to the Sub-Project Budget that:

(a) increases or decreases by any amount the subtotal amount budgeted for any expenditure category of the Sub-Project Budget identified with an asterix (*); or
(b) increases or decreases the subtotal amount of any other expenditure category, by more than 10%.
6.3 Written approval by the City of adjustments under section 6.2 may be required by the City to be documented by way of a formal amending agreement signed by both parties.

7.0 CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

7.1 Subject to the following conditions, the expenditures set out in the Sub-Project Budget above are Eligible Expenditures for the purposes of this Agreement:

(a) expenditures must be incurred during the Sub-Project Period;
(b) expenditures must, in the opinion of the City, be reasonable;
(c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada’s Travel Directive is not eligible for reimbursement;
(d) the portion of hospitality costs that exceed the rates set out in the Hospitality Policy of Canada’s Treasury Board is not eligible for reimbursement;
(e) the portion of the cost of any goods and services purchased by the Sub-Agreement Holder for which the Sub-Agreement Holder may claim a tax credit or reimbursement is not eligible for reimbursement;
(f) depreciation of capital assets is not eligible for reimbursement;
(g) fines and penalties are not eligible for reimbursement;
(h) the cost of alcoholic beverages are not eligible for reimbursement;
(i) costs associated with software development and/or the purchase of hardware for the collection and management of homelessness data that performs similar functions to the HIFIS software and duplicates activities already offered through the National Homelessness Information System are not eligible for reimbursement; and
(j) costs associated with software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (system that is incompatible with HIFIS software) are not eligible for reimbursement.

8.0 TERMS OF PAYMENT

8.1 The City will make payments of its contribution by way of progress payments. Each payment shall cover a monthly period (hereinafter referred to as the “Payment Period”) during the Sub-Project Period.

8.2(1) Subject to subsection (2), the City may, at any time and in its sole discretion,

(a) change the basis of payments of its contribution to the Sub-Agreement Holder to advance payments for any period during the Sub-Project Period, or
(b) change the Payment Period to a quarterly period, or
(c) change both (a) and (b).

(2) Where the City decides to make a payment change pursuant to subsection (1), the City shall notify the Sub-Agreement Holder in writing of the change and of the period during which the change will be applicable.

8.3(1) Where pursuant to sections 8.1 or 8.2 the City chooses to make payments of its contribution to the Sub-Agreement Holder by way of advances,

(a) each advance shall cover the Sub-Agreement Holder’s estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of the City, is reliable and up-to-date, and
(b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Sub-Agreement Holder 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.

(2) Where the City chooses to make payments of its contribution to the Sub-Agreement Holder by way of progress payments, each progress payment shall cover the Sub-Agreement Holder’s actual
Eligible Expenditures incurred during the Payment Period as approved by the City following submission by the Sub-Agreement Holder of the financial claim for the Payment Period referred to in section 8.4.

8.4(1) Following the end of each Payment Period of the Agreement, the Sub-Agreement Holder shall provide the City with a financial claim signed by an authorized official of the Sub-Agreement Holder containing:

(a) a summary breakdown of claimed Eligible Expenditures;

(b) a statement certifying that all expenditures claimed for the Payment Period are in accordance with the provisions of this Agreement;

(c) a narrative report describing the work completed on the Sub-Project during the Payment Period; and

(d) any additional supporting documentation required by the City.

(2) The Sub-Agreement Holder shall submit the financial claim required under subsection (1) no later than,

(a) if the Payment Period is monthly, 45 days following the Payment Period; and

(b) if the Payment Period is quarterly, 60 days following the Payment Period.

8.5(1) The City may withhold any advance payment due to the Sub-Agreement Holder under this Agreement:

(a) if the Sub-Agreement Holder has failed to submit when due

(i) a financial claim under section 8.4; or

(ii) any report required by the City under this Agreement; or

(b) pending the completion of an audit of the Sub-Agreement Holder’s books and records, should Canada or the City decide to undertake such an audit.

(2) The City may also withhold any progress payment due to the Sub-Agreement Holder under this Agreement:

(a) if the Sub-Agreement Holder has failed to submit when due any report required by the City under this Agreement; or

(b) pending the completion of an audit of the Sub-Agreement Holder’s books and records, should Canada or the City decide to undertake such an audit.

8.6 The City may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Sub-Project Period pending:

(a) receipt and verification by the City of a final financial claim for the last Payment Period where advances have been made,

(b) receipt and acceptance by the City of a final report for the project in accordance with section 9 of this Schedule, and

(c) receipt of any other Sub-Project-related record or product that may be required by the City.

9.0 FINAL REPORT

9.1 Unless the Sub-Agreement Holder is required elsewhere in the Agreement to provide another, more specific, final report outlining the results of the Sub-Project, the Sub-Agreement Holder shall provide the City with a final report that summarizes the Sub-Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as the City may specify in writing to the Sub-Agreement Holder. The Sub-Agreement Holder shall provide the City with the final report within sixty (60) days following the Sub-Project Period.

10.0 ANNUAL FINANCIAL REPORTS

10.1(1) No later than one-hundred and twenty (120) days from the end of each Fiscal Year of the Sub-Project Period, the Sub-Agreement Holder shall submit to the City a financial report prepared containing:

(a) an audited statement of revenue and expenditure to account for the funding provided to the Sub-Agreement Holder under this Agreement for the Fiscal Year. The revenue section of the statement shall include funding or revenues for the activities described in the Sub-
Agreement Holder’s approved work plan for the Fiscal Year received or to be received from all other sources, including interest earned on advances and GST/HST rebates. The expenditure section of the statement shall set out:

(i) the amounts claimed in relation to the various Eligible Expenditure categories shown in the Sub-Agreement Holder’s approved budget set out in this Schedule, and as further detailed in approved Investment Plan for the Fiscal Year; and

(ii) the amount of any surplus or unexpended balances of the contribution as of year end; and

(b) a list of all capital assets that were leased or purchased during the year by the Sub-Agreement Holder with funding under the Agreement. The list shall include the name of asset, an indication of whether it was leased or purchased, the date of purchase or lease, and in the case of a leased asset, the lease period, the purchase cost or lease cost over the total lease period, and the serial number of the asset if there is a serial number.

(2) The statement of revenue and expenditure shall be audited by an independent licensed public accountant and the audit shall be performed in accordance with Canadian generally accepted auditing standards.

(3) The financial reporting requirements specified in paragraph (1)(a) shall be set out in a letter of audit engagement between the Sub-Agreement Holder and the auditor approved in advance by the City.

(4) If requested by Canada or the City to do so, the Sub-Agreement Holder shall permit representatives of Canada or the City to discuss any financial report referred to in this section with its auditors. The Sub-Agreement Holder shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to discuss the report with representatives of Canada or the City and provide any requested information to them in relation to the audit.

<table>
<thead>
<tr>
<th>SIGNATURES</th>
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<tbody>
<tr>
<td>SUB-AGREEMENT HOLDER</td>
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<tr>
<td>DATE</td>
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</tbody>
</table>
SCHEDULE C

ADDITIONAL PROVISIONS

<table>
<thead>
<tr>
<th>NAME OF SUB-AGREEMENT HOLDER</th>
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</thead>
<tbody>
<tr>
<td>[INSERT NAME OF SUB-AGREEMENT HOLDER]</td>
</tr>
<tr>
<td>SUB-PROJECT TITLE</td>
</tr>
<tr>
<td>[INSERT SUB-PROJECT TITLE]</td>
</tr>
</tbody>
</table>

1.0 WORK PLAN

1.1 The Sub-Agreement Holder shall:
   i) Demonstrate that the Sub-Project is aligned with the objectives of the Homelessness Partnering Strategy, and meets expected program outcomes;
   ii) Describe in detail the activities to be undertaken in carrying out the Sub-Project;
   iii) Identify all expected and measurable results within a specified timeframe as well as the intended impact on homelessness and how the expected results will be measured;
   iv) Identify all funders and their respective funding amounts supporting the activities of this Sub-Project; and
   v) Provide a detailed Sub-Project budget, including but not limited to, all revenue sources and expenses; note for multi-year Sub-Projects the detailed Sub-Project budget must be identified in fiscal years noted as April 1 to March 31.

2.0 DISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

2.1 Reserved

2.2 Reserved

2.3 Reserved

Provision of Copies of Agreements and MOUs

2.4 Upon request, the Sub-Agreement Holder shall provide Canada with a copy of this Agreement.

3.0 REPORTING

Quarterly Report of Approved Sub-Projects

3.1 Reserved

Results Reporting

3.2 The Sub-Agreement Holder, at the time of signing the original agreement (or by May 30, 2011 for sub-projects starting April 1, 2011), shall submit a report of the results it expects the Sub-Project to yield in respect of the Program (hereinafter referred to as "Expected Results Report") no later than five days after the Sub-Project start date (or no later than May 30, 2011 for Sub-Projects started April 1, 2011), including:

   (a) Amount of the Sub-Program contribution per activity area (capital investments, client services and community coordination, partnership development and data management).

   (b) Demographics of the target population (age, gender, populations of interest, special needs).

   (c) Number of people served during the reporting period and an estimate of the number of people served that were homeless.

   (d) Number of changes in housing status through housing placement services and number of individuals who retained housing through housing loss prevention services. People receiving housing loss prevention services during the reporting period require a one-time three-month follow-up of their clients.

   (e) Number of changes in income, employment status, volunteer work, participation in education activities participation in job training programs, social and cultural involvement, personal development and assistance in acquiring identification cards of people served during the reporting period.

   (f) Number of new beds (temporary or permanent) and type of service created in Capital investment projects.

   (g) Activities carried out including coordination of community consultations, community planning, local research, information collection, partnership and network development, emergency shelter usage data collection activities, data development and reporting and training of agency staff.
(h) Activities that allow clients to increase their access to services or programs (services addressing basic needs, health services, transportation and referrals to various community services).

(i) Achievements/challenges that occurred as a result of HPS funded activities.

3.3 The Sub-Agreement Holder shall provide to Canada, for each Fiscal Year or part thereof of their Sub-Projects, an Annual Results Report detailing the actual results achieved during the reporting period in respect of the Expected Results Report submitted to Canada pursuant to section 3.2. Each Annual Results Report shall be submitted to Canada no later than sixty five (65) days following the period covered by the report.

3.4 Any change to the funding amount, expected outcomes, activities or end date of a Sub-Project will require a revised Expected Results Report. If a revision to an Annual Results Report of a Sub-Project is required, then the applicable reporting phase must be selected and relevant section updated. Revised Results Reports, expected or annual, are due to Canada within fourteen (14) calendar days following the approved change.

Protection of Personal Information

3.5 All personal information collected or compiled by the Sub-Agreement Holder for use in preparing Annual Results Reports shall be treated as confidential and the Sub-Agreement Holder shall take all security measures reasonably necessary for the protection of same against unauthorized release or disclosure, including those set out in any instructions issued by Canada or the City.

3.6 Reserved

4.0 ADDITIONAL REPAYMENT REQUIREMENTS IN RESPECT OF FACILITY PROPERTY

Sub-Project Funding Used for the Purchase of Land or a Building for a Facility

4.1 If

(a) a Sub-Project involves the establishment of a facility to provide shelter space, transitional or supportive housing or other services for the homeless,

(b) funding provided for the Sub-Project was used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility, and

(c) the amount of the funding referred to in paragraph (b) was in excess of $50,000,

the Sub-Agreement Holder shall,

(d) repay as a debt owing to Canada or the City an amount equal to 100% of the funding referred to in paragraph (b) if the facility is not completed by the end of the Sub-Project Period, and

(e) repay as a debt owing to Canada or the City an amount determined in accordance with section 4.2 if the facility is completed by the end of the Sub-Project Period but within five years following the Sub-Project Period either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless which is approved by Canada.

4.2 The amount repayable by the Sub-Agreement Holder under paragraph 4.1(e) if either event referred to in subparagraph 4.1(e)(i) or (ii) occurs shall be determined as follows:

(a) if the event occurs within one year of the end date of the Sub-Project Period, a sum equal to 100% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility;

(b) if the event occurs within two years, but after one year of the end date of the Sub-Project Period, a sum equal to 80% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility;

(c) if the event occurs within three years, but after two years of the end date of the Sub-Project Period, a sum equal to 60% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility;
(d) if the event occurs within four years, but after three years of the end date of the Sub-Project Period, a sum equal to 40% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility; or

(e) if the event occurs within five years, but after four years of the end date of the Sub-Project Period, a sum equal to 20% of the funding used for the costs of purchasing land or a building required for the facility or for the costs of construction of the facility.

Sub-Project Funding used for Renovations

4.3 If

(a) a Sub-Project involves the renovation of a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or to expand or renovate an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless,

(b) funding provided for the Sub-Project is used for the costs of renovating the building for a purpose described in paragraph (a), and

(c) the amount of the funding referred to in paragraph (b) is in excess of $50,000,

the Sub-Agreement Holder shall

(d) repay as a debt owing to Canada or the City an amount equal to 100% of the funding referred to in paragraph (b) if the facility is not completed by the end of the Sub-Project Period, and

(e) repay as a debt owing to Canada or the City an amount determined in accordance with section 4.4 if the facility is completed by the end of the Sub-Project Period but within 5 years following the Sub-Project Period either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless which is approved by Canada.

4.4 The amount repayable by the Sub-Agreement Holder under paragraph 4.3(e) if either event referred to in subparagraph 4.3(e)(i) or (ii) occurs shall be determined as follows:

(a) for renovations representing 30% or less of the market value of the facility established as part of the sub-project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project Period a sum equal to 100% of the funding used for the costs of renovations of the facility; or

(ii) two years, but after one year of the end date of the Sub-Project Period, a sum equal to 80% of the funding used for the costs of renovations of the facility, and

(b) for renovations representing between 30% and 100% of the market value of the facility established as part of the sub-project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project Period, a sum equal to 100% of the funding used for the costs of renovations of the facility;

(ii) two years, but after one year of the end date of the Sub-Project Period, a sum equal to 80% of the funding used for the costs of renovations of the facility;

(iii) three years, but after two years of the end date of the Sub-Project Period, a sum equal to 60% of the funding used for the costs of renovations of the facility;

(iv) four years, but after three years of the end date of the Sub-Project Period, a sum equal to 40% of the funding used for the costs of renovations of the facility; or

(v) five years, but after four years of the end date of the Sub-Project Period, a sum equal to 20% of the funding used for the costs of renovations of the facility.

No Mortgage or Charging of Facility Property

4.5 Sub-Agreement Holders shall not mortgage, charge or otherwise encumber any facility property referred to in section 4.1 or 4.3 during the Sub-Project Period, or within a period of five (5) years thereafter, without the prior written approval of Canada.
5.0 MONITORING AND AUDIT OF SUB-PROJECTS

5.1 The Sub-Agreement Holder understands that the City is required in its agreement with Canada to exercise due diligence in the administration of its agreements with Sub-Agreement Holders. Without limiting the generality of the foregoing, in exercising due diligence, the City is required to take appropriate measures for ensuring compliance by Sub-Agreement Holders with their obligations under the agreement, including:

(a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,

(b) undertaking periodic audits or inspections of financial records to verify that costs claimed by the Sub-Agreement Holder under the agreement were actually incurred and were in accordance with the agreement with them,

(c) furnishing the Sub-Agreement Holder with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,

(d) where there are breaches of the agreement, taking appropriate measures to resolve the situation, including termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and

(e) making all reasonable efforts to recover any overpayments under the agreement.

5.2 The Sub-Agreement Holder authorizes the City to provide to Canada, upon Canada's request, a report of any monitoring review or audit of a Sub-Project undertaken by the City under section 5.1.

5.3 The Sub-Agreement Holder understands that the City is required by its agreement with Canada to cooperate with Canada in obtaining access to the Sub-Agreement Holder's financial records, and, if required by Canada, the City is required to take all necessary steps to enforce the City's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

6.0 ANNUAL MONITORING OF, AND REPORT ON, FACILITY UTILIZATION FOLLOWING COMPLETION

6.1 Upon completion of a Sub-Project referred to in section 4.1 or 4.3, the Sub-Agreement Holder shall, for the number of years following the Sub-Project Period in respect of which the repayment requirements in section 4.2 or section 4.4 are applicable:

(a) monitor the use of the facility annually, and

(b) provide annually to the City a report, using a form provided by the City, containing such information on the utilization of the facility during the year covered by the report as is requested on the form.

6.2 The report referred to in paragraph 6.1(b) shall be provided to the City no later than sixty (60) days following the end of each year of operation of the facility during the applicable reporting period.

6.3 If at any time within the monitoring period referred to in paragraph 6.1(a) the Sub-Agreement Holder plans to cease or ceases to use the facility for the purpose for which funding was provided, plans to sell it or has sold it, the Sub-Agreement Holder shall immediately notify the City of same.

6.4 During the applicable reporting period under section 6.1, the Sub-Agreement Holder shall ensure that representatives of Canada or the City are allowed to inspect the operation of the facility at any reasonable time to verify the continuing use of the facility for the purposes for which it was funded.

6.5 If at any time within the Monitoring Period referred to in paragraph 6.1(a) the Sub-Agreement Holder ceases to operate or ceases to be funded by the Program, the obligations of the Sub-Agreement Holder set out in sections 6.1, 6.2, 6.3 and 6.4 will be transferred to Canada.

7.0 ENVIRONMENTAL PROTECTION

7.1 The Sub-Agreement Holder shall:

(a) maintain and implement any and all environmental protection measures prescribed by the Canadian Environmental Assessment Act for ensuring that the harm to the environment resulting from the Sub-Projects, if any, will remain minimal.
(b) ensure that all environmental protection measures, standards and rules relating to the Sub-Projects established by competent authorities are respected; and

(c) upon written request of Canada or the City, produce any certificates, licenses, and other authorizations required, in respect of the rules relating to the environment in relation to environmental protection, for carrying out the Sub-Project.

<table>
<thead>
<tr>
<th>SIGNATURES</th>
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<tbody>
<tr>
<td>SUB-AGREEMENT HOLDER</td>
<td>SUB-AGREEMENT HOLDER</td>
<td>THE CITY</td>
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<tr>
<td>DATE</td>
<td>DATE</td>
<td>DATE</td>
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</table>
That, on the recommendation of the Director, Environmental Programs and Solid Waste, the following report **BE RECEIVED** for information.

### PREVIOUS REPORTS PERTINENT TO THIS MATTER

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

- Potential Changes to the Blue Box Recycling Program (May 3, 2011 meeting of the Community and Neighbours Committee (CNC), Agenda Item #13)
- Update: Interim Business Plan for Green Bin Program and Zero Waste Strategies (May 10, 2010 meeting of the Environment and Transportation Committee (ETC), Agenda Item #13)
- Interim Business Plan for Green Bin Program and Zero Waste Strategies (January 11, 2010 meeting of the ETC, Agenda Item #11)
- Update: Green Bin Program and Zero Waste Strategies (November 16, 2009 meeting of the ETC, Agenda Item #9)
- Update On Waste Diversion Programs (July 20, 2009 meeting of the ETC, Agenda Item #30)
- Update on the Design, Construction and Operation of a Material Recovery Facility and Related Program Changes (June 1, 2009 meeting of the ETC, Agenda Item # 16)
- Recommended Changes to the Recycling Program (March 17, 2008 meeting of the ETC, Agenda Item #9)
- Guidance Document for Waste Diversion Decisions including the Green Bin Program (November 10, 2008 meeting of the ETC, Agenda Item #7)
- Waste Diversion Strategy Public Consultation Document and Recent Waste Diversion Initiatives (December 10, 2007 meeting of the ETC, Agenda Item #9)

### BACKGROUND

**PURPOSE:**

The purpose of this report and public meeting is to receive public input and seek Committee direction of the possible phase out of the use of plastic bags as an approved container for Blue Box recyclables.

**CONTEXT:**

The May 3, 2011 staff report *Potential Changes to the Blue Box Recycling Program* provided Council with information on: the use of plastic bags in London and other municipalities’ Blue Box programs, advantages of using plastic bags, advantages of eliminating plastic bags and a potential schedule to eliminate plastic bags from the program.

At its May 9, 2011 meeting, Council adopted the following recommendation with respect to the use of plastic bags as an approved recycling container:

>a public meeting **BE HELD** on June 14, 2011 to receive public and business input on the possible elimination of plastic bags as an approved recycling container (e.g., newspaper inside a grocery bag) from the City’s Blue Box program except for bags containing shredded paper.
A number of questions were raised by Councillors at the CNC committee meeting on May 3, 2011 and by general public following the meeting.

DISCUSSION:

A number of questions asked about the possible elimination of plastic bags as an approved recycling container are identified below along with an answer. Detailed responses are presented in Appendix A.

<table>
<thead>
<tr>
<th>Questions</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. What will be the impact on litter?</td>
<td>There may be a minor increase in litter generation; however, litter generation appears to be more dependent on factors other than container use. This was determined during a litter survey in London in May 2011. Strategies to reduce litter generation will need to be part of the communications to residents around the planned changes to London’s Recycling Program in 2011.</td>
</tr>
<tr>
<td>2. What will residents do with overflow materials?</td>
<td>Depending on the frequency of having extra materials, residents can purchase extra Blue Boxes, hold material over to the next collection or take the materials to an EnviroDepot.</td>
</tr>
<tr>
<td>3. How will the change impact convenience and choice?</td>
<td>The elimination of plastic bags will reduce convenience and choice as some residents prefer plastics bags since they are easier to store and do not have to be retrieved after collection.</td>
</tr>
<tr>
<td>4. What happens to the plastic bags at the recycling facility?</td>
<td>Currently plastic bags are handled as part of the residue stream and sent to landfill. Subject to end market availability, it is expected that plastic bags that are recovered at the new Material Recovery Facility (MRF) will be recycled the majority of the time.</td>
</tr>
<tr>
<td>5. Will the change impact recycling quantities?</td>
<td>It is uncertain what the impact on recycling quantities would be at those households that currently use plastic bags, as data from other municipalities indicates both increases and decreases. Overall, recycling quantities are expected to rise in 2012 because of more container capacity and new materials added to the program.</td>
</tr>
<tr>
<td>6. What will be the cost to residents to buy new Blue Boxes?</td>
<td>One new large capacity Blue Box will be provided to all residents for free. Residents needing to buy an additional Blue Box will typically pay $8 to $12, depending on the size of the Blue Box. (It costs $20 to $35 per year to use clear or blue bags).</td>
</tr>
<tr>
<td>7. What will be the cost savings to taxpayers?</td>
<td>It is estimated at full rollout of the change there will be a $250,000 to $400,000 reduction in processing costs for the City of London if plastic bags are eliminated. Savings would be generated by 1) eliminating debagging costs and 2) reduced sorting costs because of lower contamination levels. Because this is a regional MRF, a number of future partner municipalities will be delivering recyclables free of plastic bags. In these cases, it may not be reasonable to pass along the increased processing costs associated with recyclables in bags to those municipalities. Therefore, the processing cost savings generated by having additional municipalities will be reduced.</td>
</tr>
<tr>
<td>8. What are the operational benefits?</td>
<td>Plastic bags can cause operational problems at MRFs, including damage to recycling equipment and contamination of recyclables.</td>
</tr>
<tr>
<td>9. What do other municipalities do?</td>
<td>Most other municipalities either do not allow plastic bags or restrict their use.</td>
</tr>
<tr>
<td>10. Will there be any exceptions for plastic bags?</td>
<td>Plastic bags will still be allowed for shredded paper. Persons with disabilities or seniors may find plastic bags easier to use than Blue Boxes. Where required and approved, the City accommodates residents with a “door-side service” for garbage and recycling.</td>
</tr>
</tbody>
</table>
NEXT STEPS

Depending on CNC deliberations after the Public Participation Meeting has been closed, possible outcomes and recommendations would include the following:

**Alternative #1**

That, the following actions **BE TAKEN** with respect to the Blue Box Recycling Program:

(a) The phase out of the use of plastic bags to contain Blue Box recyclables, except for shredded paper, by October 1, 2011 **BE APPROVED** it being noted that there will be additional, six month grace period be permitted to assist residents to transition to this change; and

(b) The Civic Administration **BE DIRECTED** to prepare amendments to the Waste Collection By-law (WM-12), for Council’s consideration, to remove plastic bags as an acceptable curbside container for Blue Box recyclables and submit the revised by-law at a future meeting of the Community and Neighbourhoods Committee.

......OR......

**Alternative #2**

That, Civic Administration **BE DIRECTED** to prepare a report for the July 19, 2011 CNC meeting to provide additional information regarding the concerns and comments raised at the Public Participation Meeting and alternative implementation strategies including a revised timetable; it be noted that any decision on phasing out of the use of plastic bags to contain Blue Box recyclables must be made by the end of July in order to have this changes included in the 2011/2012 Waste Reduction & Conservation Calendar.

......OR......

**Alternative #3**

That, the following report **BE RECEIVED** for information and no further action be taken on this matter at this time.

ACKNOWLEDGEMENTS:

This report was prepared with assistance from Mike Losee, Manager – Solid Waste Engineering and Anne Boyd, Waste Diversion Coordinator.

PREPARED BY:

WESLEY ABBOTT, P. ENG.
DIVISION MANAGER
SOLID WASTE MANAGEMENT

PREPARED AND RECOMMENDED BY: REVIEWED & CONCURRED BY:

JAY STANFORD, M.A., M.P.A.
DIRECTOR, ENVIRONMENTAL PROGRAMS & SOLID WASTE MANAGEMENT

PAT McNALLY, P. ENG.
EXECUTIVE DIRECTOR, PLANNING, ENVIRONMENTAL AND ENGINEERING SERVICES

Appendix A: Detailed Answers to Key Questions

c. John Braam, P. Eng., Director of Water & City Engineer
Appendix A
Detailed Answers to Key Questions

1) What will be the impact on litter?
Program Bags and to a lesser extent, grocery bags, have benefits for controlling litter. Open Blue Boxes have the potential to cause litter if over-loaded or not properly packed.

London Litter Monitoring – May 2011
A litter survey was conducted in five neighbourhoods in May 2011 to determine the frequency of litter in residential neighbourhoods. Monitoring was completed the day before recycling and garbage collection, and then completed again on collection day, following pickup. The goal was to determine to what extent garbage and recycling collection contributed to the accumulation of litter.

Data was collected from five neighbourhoods and at a total of 800 households. Each household was monitored four times: once before and after collection, and then on the next collection day, before and after collection. The five neighbourhoods represented a range of areas which have different factors that may impact the amount of litter generated and to what extent it is managed by residents. Major factors considered included home ownership, student population, traffic volume, and private property vs. communal property. The five areas monitored are:

- A residential neighbourhood – low percent of rental properties – Grenfell Road area
- A residential neighbourhood – higher portion of rental properties - Thompson Road area
- A primarily student residential area - by UWO
- Residential on a main arterial road (Highbury Ave)
- Medium density housing (Wavell townhomes)

All litter that was on the road allowance and within the front-yard private property was counted. Results of the audits are presented in Table A-1.

<table>
<thead>
<tr>
<th>Table A-1: Result of Litter Audit – All 800 Households over Two Collection Periods</th>
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<tbody>
<tr>
<td>Litter from Blue Box Recyclables (paper, cans &amp; bottles)</td>
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<tr>
<td>-----------------------------------------------------------</td>
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<tr>
<td>Before collection</td>
</tr>
<tr>
<td>Litter count</td>
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<tr>
<td>Litter pieces per household (average)</td>
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</tbody>
</table>

Other observations:
- A disproportionate amount of the litter was from the UWO student area; one-third of all Blue Box litter and over one-half of all garbage litter noted, was from this area.
- The townhome area was found to have less litter following collection than prior to collection as property management crews were employed to clean-up the area immediately following collection
- There were no windy days during the survey (Wind speeds ranged from 5 to 30 kph).

General Results:
- Following garbage and recycling collection there is approximately 1/3 more litter observed.
- Over-all, garbage is observed to contribute about twice as much to litter than Blue Box recyclables
- Litter is seen more prevalent in some neighbourhoods
Litter Reduction Strategies
There are a number of strategies and options that could be used to help reduce litter from Blue Box Recyclables. Some of these are already used by many Londoners, while others have been piloted in other communities. These include:

**Litter-reduction strategies for setting out Blue Boxes:**
As part of the implementation of Blue Box Program changes planned in 2011, a promotion and education campaign will focus on improving how Blue Boxes are set out to the curbside. Litter reduction messaging will include:

- Avoid overflowing Blue Boxes
- Stack Blue Boxes on top of each other with the light-weight materials in the bottom box
- Place heavier items on top of lighter items (e.g. phone books on top of loose papers, and glass jars or bottles on top of light weight plastics)
- Stuff smaller pieces of paper into large envelopes, paper bags or cereal boxes
- Place a brick on top of the paper products

It is believed the greatest cause of litter is from overflowing Blue Boxes. The City could consider providing subsidized or free Blue Boxes in the future in order to encourage homeowners to have sufficient Blue Box capacity to prevent overflowing conditions and recycle more.

The following images illustrate effective curbside ‘set-outs’ that prevent litter.

**Figure A-1**
Sufficient Blue Boxes & Stacking Blue Boxes

**Figure A-2**
Heavy Items on Top & Stacking Blue Boxes

**Figure A-3**
Stuffing Cereal Boxes with Loose Paper

**Blue Box Covers**
There are a number of covers on the market that have been designed to reduce litter from Blue Boxes. These include open mesh and plastic bonnet style covers. Blue Box Covers have been piloted by Peel Region, Town of Markham and West Perth (details on next page). Usually they are secured to the Blue Box on one side, by screws or lace (through holes in the edge of the box). Some are illustrated below:
Region of Peel (Mississauga/Brampton/Caledon)

A six month pilot project in 2010 looked at four alternative recycling containers:

- a plastic bonnet designed to fit over the current Blue Boxes,
- a mesh net designed to fit over the current Blue Boxes,
- a 121-litre wheeled Rubbermaid recycling container with lockable lid
- blue transparent plastic recycling bags

The findings indicated that all four containers have the potential to reduce litter from Blue Boxes if properly used; however, the effectiveness of each container at minimizing Blue Box litter was highly dependent on the number of residents using the product and whether or not they use the product as it is intended (i.e., fastening the lid correctly, etc.).

In general, residents felt that the alternative containers helped control litter in their neighbourhood and customer satisfaction with the alternative containers was high. The results indicate that the type of container did not impact the Blue Box capture rate.

Town of Markham

A nine month pilot, 2007-2008, of 2,000 households tested the use of a Blue Box mesh-style cover. The key findings were:

- Recycling capture rates are not affected by the use of the cover
- The covers increase collection times
- 50% of participants reported a reduction of litter as a result of the cover
- The public likes the cover for its convenience when carrying Blue Boxes to the curb and for litter reduction.

Municipality of West Perth

A small pilot project (100 households) was conducted for a three month period in 2008 to test the use of Blue Box nets (a net-style cover secured with a tie to the Blue Box). The key findings included:

- 90% of the respondents were in favour of the nets
- 90% reported that the nets helped to contains items in the Blue Box
- The covers increased collection times
- Residents overfilled their Blue Boxes because they could, and items fell during collection

A list of the advantages and disadvantages of the Blue Box covers.

<table>
<thead>
<tr>
<th>Table A-2: Advantages and Disadvantages of Blue Box Covers</th>
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</thead>
<tbody>
<tr>
<td><strong>Advantages</strong></td>
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<tr>
<td>Reduces litter</td>
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<tr>
<td>Handle (on some covers) makes carrying the Blue Box to the curb much simpler</td>
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<tr>
<td>Residents were very happy with the covers and chose to continue using them</td>
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These covers may be particularly useful on major roads were the wind created by passing vehicles can sometimes cause litter issues. Staff could explore making these covers available for sale at the EnviroDepots or see if local retailers would be willing to stock the covers. It should be noted the longer time to collect boxes with covers could increase collection costs if a significant number of residents were to use covers.
2) What will residents do with overflow materials?
Depending on the frequency of having extra materials, residents can purchase extra Blue Boxes, hold material over to the next collection or take the materials to an EnviroDepot.

The preferred solution for overflow materials is for residents to purchase another Blue Box. This will give residents the capacity they need and also help in litter reduction (no spillage). As noted above, the City could consider providing subsidized or free Blue Boxes in the future in order to encourage having sufficient Blue Boxes at each household to prevent overflowing conditions. This would also ensure compliance with Waste Diversion Ontario’s Blue Box Best Practices, which impacts the amount of grant funding London receives.

If residents have overflow materials on an occasional basis, they may want to consider holding back some materials until the next collection. In some circumstances, when residents have large quantities of recyclables (e.g., after a large family function), they may want to take them directly to one of the City’s EnviroDepots to recycle them.

3) How will the change impact convenience and choice?
Some residents prefer the use of Program Bags and grocery bags as they require less room to store and do not have to be retrieved after collection.

The use of bags may be especially beneficial in rural areas of the city, in complexes where recyclables are placed in a common depot area, for Business locations and along main arterial roads. Program Bags are also convenient to use when there are excess amounts of material to recycle.

It should be noted that survey data from various municipalities suggests that the percentage of residents who are extremely satisfied or somewhat satisfied is the same for both Blue Box only programs and Blue Box/Plastic Bag programs.

4) What happens to the plastic bags at the recycling facility?
Currently plastic bags are handled as part of the residue stream and sent to landfill. Subject to end market availability, it is expected that plastic bags that are recovered at the new Materials Recovery Facility (MRF) will be recycled the majority of the time.

Plastic bags that are able to be recovered in the MRF will be baled and shipped to local or overseas markets. It should be noted that there may be times when markets for this material are weak or if the quality of the recovery plastics is low that the material will need to be stored or landfill. The overseas market for film (mainly China) has collapsed in the past.

5) Will the change impact recycling quantities?
It is uncertain what the impact on recycling quantities would be at those households that currently use plastic bags, as data from other municipalities indicates both increases and decreases. The elimination of plastic bags may have a minor impact on recycling quantities; however, overall recycling quantities are expected to rise in 2012 because of more Blue Box container capacity and new materials added to the program.

The elimination of plastic bags may impact on recycling quantities because:
- Blue Boxes have a fixed volume for containing recyclables and some households may place excess recyclables in the garbage when their Blue Box(es) fill (see discussion in Question 2 regarding overflow materials)
- some households find bags more convenient and may refuse to use Blue Boxes and not recycle

Overall, these factors are expected to have a minor impact on recycling quantities because:
- 85% of households already use one or more Blue Boxes
- the City will be providing a free large capacity Blue Box to provide additional disposal capacity
- surveys have found residents’ satisfaction of Blue Box only programs and Blue Box/Plastic Bag programs to be similar
- Surveys shows both increases and decreases with bag use compared to Blue Box use and are therefore not conclusive
It is expected that the amount of recyclables collected annually from the curbside program will increase by 1,600 to 1,700 tonnes or more as a result of more Blue Box container capacity and new materials added to the program. The new Blue Box will provide additional recycling capacity for residents and is expected to increase recycling by a minimum of 5% or 1,200 tonnes. The new materials being added to the program are expected to increase curbside quantities by 400 to 500 tonnes in the first year. The increase in quantities as a result of more container capacity and new materials is expected to be significantly more that any loss of materials due to the elimination of plastic bags.

It should also be noted that the Recycling Container Pilot Study (Toronto, 2009) found capture rates for recyclables collected from areas using Blue Box containers and from areas using plastic bags to be similar. In the areas where residents went from bi-weekly to weekly Blue Box collection, recycling increased. This area is comparable to the proposed change for London which would provide more Blue Box capacity. In Comox British Columbia, the switch from plastic bags to Blue Boxes resulted in an increase in recyclables being collected.

6) What will be cost to residents to buy new Blue Boxes?

One new large capacity Blue Box will be provided to all residents at no cost. Residents needing to buy a second Blue Box will typically pay $8 to $12, depending on the size of the blue box compared to the $20 to $35 per year to use clear or blue bags.

The City’s 2011 Solid Waste budget includes $300,000 to provide all curbside households with a new Blue Box. The amount is $300,000 because 50% of the cost of the new Blue Boxes will be paid for by Waste Diversion Ontario’s (WDO) Continuous Improvement Fund (CIF). This is part of WDO’s strategy to support the implementation of their recommended ‘Blue Box Best Practices’. Including purchase and delivery to London homes with curbside service (after the subsidy), the cost per Blue Box will be between $2.90 and $3.25. As previously noted, the cost of the Blue Boxes is included in the City’s 2011 budget. There will be no direct charge to residents for the Blue Boxes.

Residents needing to purchase a second Blue Box will be able to purchase them from most home improvement stores and major retailers. The cost typically varies from $8 to $12 at retail outlets depending on the size of the Blue Box. A Blue Box typically lasts six to ten years for an annual cost of $1 to $2 per year.

Clear and translucent blue bags typically cost between $0.25 and $0.40 per bag for an annual cost of $20 to $35 per year, assuming two bags are used for 42 collections.

7) What will be the cost savings to taxpayers?

It is estimated there will be at full rollout of the change an estimated reduction of $250,000 to $400,000 in processing costs if plastic bags are eliminated. Savings would be generated by 1) eliminating debagging costs and 2) reducing sorting costs (lower contamination levels).

There may be other financial advantages to the City by eliminating the use of plastic bags such as 3) greater revenue from the sales of materials and 4) greater savings generated should other municipalities use the new regional MRF. These savings are difficult to quantify and have not been included in above estimate.

Debagging Costs

Miller Waste Systems will be the contractor for the new Regional MRF. During negotiations, Miller submitted processing costs based on different program options, including with and without plastic bags being permitted in London’s Blue Box recycling program. This pricing showed significant savings to the City’s processing contract if plastic bags were eliminated as a collection container. These savings are generated because staff and equipment are no longer required to debag the recyclables. The operating cost for a program which excluded plastic bags ranged $6 to $8 per tonne less than the current program, depending on quantities being recycled and the level of contamination. The annual savings generated from not debagging plastic bags would be approximately $150,000 to $200,000 per year.

Miller Wastes systems determined that the most efficient way to debag and recycle the film plastic was using manual labour. It may be possible to obtain WDO-CIF funding to help pay for the capital cost to install automated debagging systems. Automated debagging system may reduce the on-going annual cost of debagging.
Sorting Costs
Processing costs submitted by Miller Waste Systems varies according to the level of contamination and cross-contamination because higher levels of contamination make processing more difficult.

Collection crews are unable to remove contamination or sort recyclables into the two streams when these materials are placed in bags. Unlike an open Blue Box that permits the collector to sort into the two streams and remove many non-recyclables, this cannot be done with bagged recyclables, without a heavy impact on collection efficiency. Because these materials are not removed, or properly sorted at the curbside, it leads to higher levels of contamination at the recycling facility and higher recycling costs (i.e., per tonne processing cost). Blue Boxes in comparison accommodate removing non-recyclables and sorting materials into the two streams when residents make a mistake.

Blue Box programs typically have contamination levels of 3 to 5% while bag-based recycling programs have contamination levels of 10 to 15%. Eliminating plastic bags will reduce processing residuals and help contain costs. It is estimated that eliminating plastic bags has the potential to reduce sorting costs by $4 to $8 per tonne ($100,000 to $200,000 per year).

Revenue from the Sale of Recyclables
Collecting recyclables in plastic bags has the potential to reduce the quality of material and thereby reduce the revenue that would be received from the sale of these materials. The quality can be reduced because of plastic bags missed in the debagging process or from the increase in contamination at the curb associated with the use of plastic bags.

Regional MRF Savings
It is expected that a number of area municipalities will use London's new regional MRF in the future. Having other municipalities use the MRF lowers the processing cost because of economies of scale and saves the City money.

Many of the potential future partner municipalities will be delivering recyclables free of plastic bags. In these cases, it may not be reasonable to pass along the increased processing costs associated with recyclables in bags to those municipalities. Therefore, the processing cost savings to the City generated from economies of scale by having additional municipalities use the MRF will be reduced.

8) What are the operational benefits?
Plastic bags can cause operational problems at MRFs including damage to recycling equipment and contamination of recyclables.

Damage to recycling equipment is caused by the plastic bags wrapping around moving pieces in the conveyors, screens and processing equipment. This results in higher maintenance costs (e.g., cost to remove plastic bags), possible damage to the equipment and may prevent equipment from functioning properly.

Figure A-4 is a screen that separates cardboard from other paper products. The plastic bags wrapped around the screen will reduce the ability of the screen to separate these materials. The potential results may include loss of revenue and quantities recycled.

Not all plastic bags may get removed in the debagging process. Any bags not removed have the potential to end up in recyclables being shipped to market which could lower the quality of the recyclables and result in lower revenue for the material shipped.

9) What do other municipalities do?
Most other municipalities either do not allow plastic bags or restrict their use. Table A-3 summarizes plastic bag use in all large Ontario municipalities with two stream recycling systems as well as several municipalities in southwestern Ontario.
Table A-3: Plastic Bag Use in Other Municipalities with Two Stream Recycling

<table>
<thead>
<tr>
<th>Municipality/ Association</th>
<th>Plastic Program Bags</th>
<th>Groceries Bags for Fibers</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Two-Stream Programs (population &gt;200,000)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waterloo</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Windsor - Essex</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Hamilton</td>
<td>Yes ¹</td>
<td>No</td>
</tr>
<tr>
<td>Niagara</td>
<td>Yes ¹</td>
<td>No</td>
</tr>
<tr>
<td>Durham</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Ottawa</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Other Mid-Size SW Ontario Municipalities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brantford</td>
<td>No ²</td>
<td>No</td>
</tr>
<tr>
<td>Woodstock</td>
<td>Yes ¹</td>
<td>No</td>
</tr>
<tr>
<td>Chatham - Kent</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Bluewater Recycling</td>
<td>No ²</td>
<td>No</td>
</tr>
<tr>
<td>Oxford County</td>
<td>No ²</td>
<td>No</td>
</tr>
<tr>
<td>Sarnia</td>
<td>No ²</td>
<td>No</td>
</tr>
<tr>
<td>St. Thomas</td>
<td>No ²</td>
<td>No</td>
</tr>
<tr>
<td>Stratford</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Notes:

1 Program bag use is discouraged, but permitted
2 Program bags are permitted for shredded paper only

10) **Will there be any exceptions for plastic bags?**

Plastic bags will still be allowed for shredded paper. Shredded paper is bulky (often will overflow from a Blue Box) and lighter than paper that is not shredded. These attributes makes shredded paper especially prone to cause litter and therefore plastic bags will be allowed for shredded paper.

Some persons with disabilities or seniors may find plastic bags easier to use than Blue Boxes. They may be able to drag a plastic bag to the curb for collection but unable to manage a Blue Box and retrieve it after collection. In these situations it is worth noting that the City provides “door-side service” for garbage and recycling to a limited number of Londoners that have been approved for this service. Approval is based on a doctor’s note explaining the person is unable to lift/carry recyclables to the curb.
matt,

we viewed the news tonight with great disappointment regarding the proposed changes to recycling rules, including larger plastic bins and the proposed disallowing of clear plastic bags for recycling.

to disallow clear plastic bags for the paper and glass / plastic recycling may work in the downtown area. not here.

i'm not sure what your situation has been over the past couple of garbage days, but on the second last one, we put our glass and plastics and paper / cardboard out in clear plastic bags. no problem. it all stayed put. the wind was coming from the south.

at the end of the day we went out and collected two more bags of recycling (mostly plastic and paper) which had blown down the street from people who were using the bins. we also watched a couple of green garbage bags blow into the roundabout north of our house, and on into the field behind walmart. i'm sure you could send a crew into the field and collect several bags of recycling materials, as well as the green garbage bags.

we had at least 4 recycling bins either in the field, or in the roundabout. eventually either reclaimed, or taken by others to the north of us. and four more in our garden, which were numbered, and returned by us to their owners.

during the last garbage day, there wasn't quite as much recycling blown into our garden, because the wind was from the east, but again, several bins went floating past our house into the field, along with much paper, cardboard and plastic.

the winds here have blown both recycling and garbage bins and bags - full and empty - especially when the winds are from either the south or east. when they are from the north, the recycling will not blow onto our property - but we will have to come up with some sort of tether system, or we may be coming down to visit you to recover our bins.

the clear plastic bags may be an imperfect solution - but neither the plastics nor the paper / cardboard from our house is being blown onto other people's lawns and gardens. it is all being collected by the recycling truck. and the bins are also not being blown onto the roads or other people's properties.

so we would politely request that some consideration be given to those living on the "outer edges" of the city, where wind plays a very large factor in our lives.

i've had my barbecue blown off my deck, and the house at the intersection of dalmagarry and coronation had their shed blown through their fence. unless the city wants to regularly replace recycling bins, and send crews out to pick up recycling blown into fields - the clear plastic bags should be mandatory for those areas dealing with high winds and nothing blocking the force.

you're cordially invited to visit the field behind walmart to view the recycling materials that have blown in from the subdivision over the past couple of garbage days. and at least one green garbage bag that has remained reasonably close to the roundabout. before the weed growth hides the problem for the summer.
Signed Copies are available in the City Clerk's Office

Joe Kemp
1831 Dalmagarry Rd

519-657-6931

"Life is tough. It's even tougher if you're stupid."

John Wayne
I would like to provide two comments:

1. Moving to a consistent pickup time would be welcome. I know it introduces some issues dealing with holidays, but it does make things a bit simpler for people like me.

2. My paper recycling goes into a separate blue bin that I purchased, not grocery bags. The exception is all of my shredded paper. This goes into a closed clear plastic bag. Shredded waste includes all personal documents. The shredder reduces the paper to pieces about 1/4" x 1 1/2". The frequency of disposal is about once a quarter. Disposing of this stream to paper recycling would definitely generate waste blowing around the neighborhood. I believe there is a need to deal with this since personal waste security is an increasing problem in North America.

Thanks.
Hi:

I'd like to submit my comments on the subject of eliminating plastic bags as a recycling container.

For the last few years, my wife and I have been using plastic recycling bags (blue and clear) to recycle our plastics and paper products. We have been satisfied with this method and wish to note our opposition to eliminating this recycling method.

I agree the grocery bag as an approved recycling container should be banned, but not recycling bags that are sold under the "Glad" or other brands.

The benefits of using recycling bags (as opposed to grocery bags) includes:
- the ability to segregate types of recycling between paper and plastics
- the recycling crew can see what is in the bag for quick sorting
- the ability to include more quantity of items in each bag and to have multiple bags
- paper products can be kept dry in wet weather (no added weight from soggy cardboard and paper)
- there is no blue box to be blown around the street once its empty
- there is no need to periodically replace blue boxes that have been destroyed by being tossed back on the ground after being dumped in the recycling truck
- with the possibility of more items being recycled, there is a greater need for larger or more blue boxes

Our previous experience with blue boxes has not been a pleasant one. We purchased a box and within one year it was cracked at both the top and bottom from being tossed by the truck recycling crews.

Thank you for allowing us to make a submission on this subject.

Philip & Lorraine Templeton
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(519) 451-9578