

Agenda Including Addeds

Community and Protective Services Committee

13th Meeting of the Community and Protective Services Committee

October 21, 2024

1:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

Councillors D. Ferreira (Chair), H. McAlister, J. Pribil, S. Trosow, E. Pelozza

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact CPSC@london.ca or 519-661-2489 ext. 2425.

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6.1 Land Acquisition/Disposition/Solicitor-Client Privilege/Trade Secret, Scientific, Technical, Commercial, Financial Information of the Corporation with Monetary or Potential Monetary Value/Position, Plan, Procedure, Criteria or Instruction for Negotiation

A matter pertaining to the proposed or pending lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information that belongs to the municipality and has monetary value or potential monetary value, and a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on, or to be carried on by or on behalf of the municipality.

7. Adjournment

Animal Welfare Community Advisory Committee

Report

10th Meeting of the Animal Welfare Community Advisory Committee
October 3, 2024

Attendance PRESENT: W. Brown (Chair), A. Hames, A. Hayes, N. Karsch,
M. Love, M. Rist, M. Toplack and K. Mason (Committee Clerk)

ABSENT: L. Armstrong, M. Blosh

ALSO PRESENT: Councillor J. Pribil; W. Jeffery, M. McBride

The meeting was called to order at 3:02 PM; it being noted that W. Brown, A. Hames, A. Hayes, N. Karsch, M. Love, M. Rist and M. Toplack were in remote attendance.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

None.

3. Consent

3.1 9th Report of the Animal Welfare Community Advisory Committee

That it BE NOTED that the 9th Report of the Animal Welfare Community Advisory Committee, from the meeting held on September 5, 2024, was received.

4. Sub-Committees and Working Groups

4.1 Dog Parks Working Group update

That it BE NOTED that a verbal update from M. Rist, with respect to the Dog Parks Working Group, was received.

4.2 Trap, Spay, Neuter Working Group Update

That the Trap, Spay, Neuter Working Group Update BE DEFERRED to the next Animal Welfare Community Advisory Committee meeting.

5. Items for Discussion

5.1 Canada Geese Co-Existence Strategies

That it BE NOTED that the Animal Welfare Community Advisory Committee held a general discussion, with respect to Canada Geese Co-Existence Strategies.

5.2 Fire Safety for Pets Update

That it BE NOTED a verbal update from W. Brown, with respect to Fire Safety for Pets, was received.

5.3 Banner, Supplies, Resource Materials for AWCAC Public Events

That the Civic Administration BE REQUESTED to provide resource materials that can be displayed by the Animal Welfare Community Advisory Committee (AWCAC) at public awareness events related to the AWCAC mandate.

it being noted that the AWCAC held a general discussion, with respect to this matter.

5.4 2024 Budget

That the expenditure of up to \$400.00, from the 2024 Animal Welfare Community Advisory Committee (AWCAC) budget, BE APPROVED to purchase a table cloth for AWCAC to take to public awareness events.

it being noted that the AWCAC held a general discussion, with respect to this matter.

5.5 (ADDED) Resignation of K. Coulter

That it BE NOTED that this item will be postponed to the next Animal Welfare Community Advisory Committee meeting.

6. Adjournment

The meeting adjourned at 3:58 PM.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Kevin Dickins, Deputy City Manager, Social and Health Development

Subject: Funding and Project Agreement between City of London and the London District Catholic School Board

Date: October 21, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions **BE TAKEN** that:

- a) The attached proposed by-law attached as (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on November 5, 2024, to:
 - i. Authorize and Approve the Funding and Project Agreement (the “Agreement”) between The Corporation of the City of London and London Catholic District School Board (LDCSB) for the renovation of child care at John Paul II secondary school as attached as Schedule 1 to the proposed by-law;
 - ii. Authorize the Mayor and the City Clerk to execute the Agreement; and
 - iii. Delegate to the Director Child Care and Early Years to act as the City’s representative in administration of the Agreement.
- b) This report **BE RECEIVED** for information.

Executive Summary

The City of London, as the Service System Manager (SSM) of Child Care and Early Years for London and Middlesex, has a responsibility to plan for child care and early years services in the community and expand access to quality, accessible, inclusive child care for families. To support this requirement, the City of London is interested in entering into an agreement with the London District Catholic School Board to renovate and reconfigure an existing, underutilized child care space in John Paul II Catholic Secondary School and capitalize on an affordable opportunity to increase licensed child care spaces for families. This venture supports the City’s directed growth strategy and the Council’s approved *London-Middlesex Child Care and Early Years Service System Plan 2024-2028*.

Linkage to the Corporate Strategic Plan

Strategic Area of Focus: Wellbeing and Safety

Outcome: London is an affordable and supportive community for individuals and families.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- London-Middlesex Child Care and Early Years Service System Plan 2024-2028 (CPSC: May 21, 2024)
- Targeted Expansion of Licensed Child Care through the Canada-Wide Early Learning and Child Care Agreement (CPSC: March 21, 2023)
- Supporting More Licensed Childcare Spaces (CPSC: May 31, 2022)

2.0 Discussion and Considerations

2.1 Service System Management of Licensed Child Care and Early Years

The City of London is the designated Consolidated Municipal Service Manager (CMSM) for Child Care and Early Years in London and Middlesex, operating on behalf of the Ministry of Education. The responsibilities and authorities granted to a CMSM are set out in the *Child Care and Early Years Act, 2014* (“CCEYA, 2014”) and include the designation of Service System Manager (SSM) to plan for child care and early years services, provision of fee subsidy, administration of operating funding, system capacity-building, and special needs resourcing for licensed child care. Under the CCEYA, 2014, SSMs are required to implement a council-approved child care and early years plan.

2.2 Expanding Licensed Child Care Spaces

The *London-Middlesex Child Care and Early Years Service System Plan 2024-2028* includes a directed growth strategy to establish 2,889 new licensed child care spaces by 2026 in London and Middlesex, under the *Canada-Wide Early Learning and Child Care Agreement*.

In Spring 2024, the London District Catholic School Board (LDCSB) approached the City with an opportunity to reclaim an unlicensed child care space located within John Paul II Catholic Secondary School and expand the number of licensed spaces the square footage of the facility can accommodate under the CCEYA, 2014.

2.3 Reason for Renovations: Reconfiguration and Viability

The child care was built as part of the school in 1991/1992, when child care inclusion was a requirement of all school builds and was configured for 30 children.

At the invitation of the LDCSB, the City reviewed the unlicensed child care space to assess the practicality of reopening it to expand access to licensed child care. Upon review, it was determined that the existing configuration of rooms did not allow for the maximum number of children in each classroom and would require an inefficient staffing model under the requirements of the CCEYA, 2014, which prescribes child to staff ratios. These inefficiencies make it challenging to secure a child care operator as it reduces financial viability.

The proposed Funding and Project Agreement supports maximizing the number of licensed child care spaces in the centre at 45 spaces, in compliance with the CCEYA, 2014.

The work is anticipated to begin in 2024 and be completed in 2025.

2.4 Alignment with London-Middlesex Service System Plan 2024-2028

Under the *London-Middlesex Child Care and Early Years Service System Plan 2024-2028*, the City outlines a plan for Directed Growth that supports priority populations in the expansion of licensed child care under the *Canada-Wide Child Care and Early Years Agreement*. The location of this centre aligns with the priorities identified in the plan, increasing access to child care in a high-needs area and providing significant relief to families paying for licensed child care.

Under the Funding and Project Agreement, the City will provide advice to the Board on the priority populations criteria, to inform its selection of an operator who will be able to fulfill the requirements for a CWELCC funding agreement with the City.

To support the growth of licensed child care spaces, the child care workforce also needs to expand. As part of the Service System Plan’s workforce strategy, targeted outreach to high school guidance counsellors has been completed to engage high school students in

exploring a career in early childhood education. The operation of a child care centre within a high school setting provides additional opportunities for learning and partnerships with the LDCSB to support awareness and consideration of the child care and early learning profession.

3.0 Financial Impact/Considerations

3.1 Budget and Risk

The total cost of this project is estimated at \$630,000 inclusive, which will be covered through the 2024 Child Care and Early Years operating budget. There is no anticipated budgetary impact for this expansion. Additionally, the cost per space is lower than the provincial benchmark for renovations and therefore represents an efficient use of funds.

Through the Agreement, the City and LDCSB will review any tenders exceeding \$630,000. If the tendered project exceeds this amount, the City has the right to refuse to proceed with the Project.

The LDCSB has a history of completing projects on time and within budgets through previous project and funding agreements between LDCSB and the City. Should there be any unused funds in relation to this project, the LDCSB shall return all unexpended funds to the City.

3.2 Role of the London District Catholic School Board (LDCSB)

The existing space was originally funded by the Province of Ontario as part of the original construction of John Paul II Catholic Secondary School in 1991/1992. LDCSB will provide the facility and the land for the child care centre in the school, and will contract through its existing procurement and tendering processes qualified candidates for all aspects of design, construction and operation of the child care. LDCSB has significant experience in renovation and construction projects, including construction of child care and Family Centres through agreements with the City. The LDCSB has existing systems in place to ensure efficient use of resources to achieve high quality construction within budget.

Conclusion

The London District Catholic School Board (LDCSB) is a valuable collaborator in creating opportunities to include licensed child care within its facilities. The Funding and Project Agreement supports the much-needed expansion of licensed child care in London and aligns with the Council-approved *London-Middlesex Child Care and Early Years Service System Plan 2024-2028* for directed growth.

Prepared by: Adrienne Small, Manager, Child Care and Early Years

Submitted by: Shirley Glover, Director, Child Care and Early Years

Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

Appendix A

Bill No.

By-law No.

A By-law to approve the Funding and Project Agreement with London District Catholic School Board for renovation of a child care centre at John Paul II Catholic Secondary School in the Huron Heights planning district; to authorize the Mayor and the City Clerk to execute the Agreement and to delegate authority under the Agreement to the Director of Child Care and Early Years or his or her written delegate under the Agreement.

WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, or any other Act, pursuant to the provisions of section 9 of the *Municipal Act, 2001*;

AND WHEREAS section 57 of the *Child Care and Early Years Act, 2014*, S.O. 2014, c. 11, Sched. 1 ("*Child Care and Early Years Act*") authorizes the City as service system manager under the *Child Care and Early Years Act* to establish, administer, operate, and fund child care and early years programs and services; and that a service system manager shall coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;

AND WHEREAS, pursuant to section 49 of the *Child Care and Early Years Act*, it is a matter of provincial interest that there be a system of child care and early years programs and services that: (a) is focused on Ontario's children and families; (b) promotes the health, safety and well-being of children; (c) provides high quality experiences and positive outcomes for children with a provincial framework to guide pedagogy; (e) responds to communities' needs by, (i) providing services both for families who receive financial assistance for child care and for families who do not receive such financial assistance, (ii) providing a range of service options to support parents who are part of the workforce, such as options that address varied working hours and arrangements; (h) is coordinated with other community and human services; (i) is flexible and able to adapt to local circumstances; (j) supports the social and economic well-being of Ontarians; (l) supports the transition from child care and early years programs and services to school; (m) approaches pedagogy in child care and early years programs and services in a manner that supports the transition referred to in clause (l);

AND WHEREAS the *Child Care and Early Years Act* requires co-operation between service system managers and the Minister, and the duty to co-operate includes the duty to provide access to and share information relating to child care and early years programs and services;

AND WHEREAS the *Child Care and Early Years Act* requires the service system manager to have a child care and early years programs and services plan for its service area (being the geographic area of the City of London and County of Middlesex), which plan must address the matters of provincial interest set out in section 49, which plan must be approved by Council;

AND WHEREAS section 56 of the *Child Care and Early Years Act* requires the service system manager to (c) coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;

AND WHEREAS the London District Catholic School Board has agreed to renovate a child care centre at John Paul II Catholic Secondary School in the Huron Heights planning district in response to the City's offer to fund the renovations as part of its implementation of the Council approved child care and early years plan which includes a Directed Growth strategy for the expansion of child care in London-Middlesex;

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

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

AND WHEREAS Council Policy By-law A.-6151-17 established a policy for the delegation of powers and duties (Delegation of Powers and Duties Policy), as required under section 270(1) of the *Municipal Act, 2001*;

AND WHEREAS the Delegation of Powers and Duties Policy sets out the factors that Council may consider, without limitation, when delegating a power or duty: a) the term of the delegation; b) the conditions or restrictions, if any, on City Council's power to revoke the delegation; c) the conditions or restrictions, if any, to be imposed on the delegate; d) whether the power or duty to be delegated will be exercised only by the delegate or by both the delegate and the municipality; e) whether the delegation is consistent with the municipality's policies under section 270 of the *Municipal Act, 2001*; and f) the importance and complexity of the power or duty to be delegated and whether the delegate has the requisite qualifications and expertise to exercise the delegated powers and duties;

AND WHEREAS it is anticipated that the maximum amount that the City will provide for the grant is \$630,000 inclusive of HST;

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

1. The Funding and Project Agreement ("Agreement") to be entered into between The Corporation of the City of London and London District Catholic School Board, with the funding provided by the City of London pursuant to the Municipal Council endorsed investment in Child Care and Early Years expansion of licensed child care, to renovate a child care centre at John Paul II Catholic Secondary School, substantially in the form attached as Schedule "1" to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. The Director of Child Care and Early Years and in his or her absence, the Director of Child Care and Early Years' written delegate, with respect to the Agreement, are delegated the authority:
 - (i) under subsection 2.02(2), to review, and provide comments to the London District Catholic School Board;
 - (ii) under subsection 2.02(5), to review a tender, and determine if the tender is acceptable, and if acceptable, to provide written notice of such acceptability to the London District Catholic School Board;
 - (iii) under subsection 2.04, to request changes to the Plan, and to advise the Board in writing whether to proceed with such change;
 - (iv) under subsection 2.06, to act as representative ("City's Project Manager") for the City;
 - (v) under subsection 2.02(5)(d), to review and comment upon any reconciliation;

(vi) under subsection 2.02(6), to meet with the Board to discuss whether and how the London District Catholic School Board wishes to proceed with the Project and to reach a resolution; and

(vii) under subsection 3.01, to act as representative for the City.

4. The Manager, Children's Services is designated as the City's Project Manager under section 2.06 of the Agreement, and is delegated the authority to act pursuant to that section, on the condition that any actions taken by the delegate 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.
5. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in open Council on November 5, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 5, 2024

Second Reading Date – November 5, 2024

Third Reading Date – November 5, 2024

SCHEDULE "1"

FUNDING AND PROJECT AGREEMENT- Renovation of Child Care Centre at John Paul II Catholic Secondary School

THIS AGREEMENT made as of November 5, 2024

B E T W E E N:

LONDON DISTRICT CATHOLIC SCHOOL BOARD

(hereinafter the "Board")

OF THE FIRST PART

- AND -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter the "City")

OF THE SECOND PART

WHEREAS the City has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority pursuant to the provisions of section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

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

AND WHEREAS the Board is the registered owner of the fee simple of the Lands (as defined below);

AND WHEREAS the City municipal council considers it to be in the interests of the municipality to make a grant to the Board to fund a portion of the costs of the Project (as defined below), for the purpose of renovating space for a child care centre consisting of a renovation of existing space at the school, on the basis contemplated herein;

NOW THEREFORE in consideration of the premises and the good and valuable consideration herein contained (the receipt and sufficiency of all of which is hereby acknowledged by the parties hereto), the parties do hereby covenant and agree with one another as follows:

ARTICLE 1 - DEFINITIONS AND TERM

1.01 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (i) "**Lands**" means the lands described in Schedule A hereto;
- (ii) "**Child Care Centre**" means a premises operated by a person licensed under the *Child Care and Early Years Act, 2014* to operate a child care centre at the premises;
- (iii) "**City Grant**" is defined in Subsection 2.02 (7);
- (iv) "**Consultant**" means the party named by the Board as the "Consultant" under the Contract;
- (v) "**Contract**" is defined in Subsection 2.02 (7).

- (vi) **“Contract Price”** means the total sum of money that a contractor is entitled to receive under a construction agreement, before contingencies, as determined by the Board’s acceptance of a contractor’s tender, which in no event may be more than \$555,500.00.
- (vii) **“Operator”** means a person who has control or management of a premises, agency, program or service, and who enters into a lease for the Premises in such form as may be required by the Board, from time to time;
- (viii) **“Premises”** means the indoor facilities which result from the completion of the Project and which are leased by the Board to an Operator;
- (ix) **“Project”** refers to the renovation of certain existing space at the School as described in Schedule B hereto; and
- (x) **“School”** means the Board’s secondary school known as John Paul II Catholic Secondary School at 1300 Oxford St E, London, Ontario, N5V 4P7

1.02 Term

This Agreement shall remain in effect until the last of the obligations of the parties hereunder to be fulfilled is fulfilled.

1.03 Advance

Upon the signing of this Agreement, the City shall provide the Board with certified funds in the amount of \$555,500 as an advance to be credited to the City Grant for the costs incurred by the Board in the development of a Plan and a request for tender in accordance with section 2.02 below.

ARTICLE 2 - PROJECT

2.01 Project

The City has offered to provide a grant to cover the Board’s costs, up to a maximum amount of \$630,000 (inclusive of HST and contingencies), for the Board to undertake a renovation project to ensure the existing space in John Paul II Catholic Secondary School is appropriate for use as a child care centre. Schedule B hereto sets forth any particulars which the City has identified as being necessary components of the finished Premises. The Board shall, subject to the terms and conditions of this Agreement, in its undertaking of the Project, design and complete, or cause to be designed and completed, the Premises in a manner which is consistent with the requirements set forth in Schedule B hereto.

2.02 Design Criteria and Budget

(1) The Board shall retain an architectural firm to develop a plan for the Project (the **“Plan”**) which includes:

- (i) drawings relating to the various aspects of the Project, including the Premises;
- (ii) the design criteria which the Board has established for the Project, including the Premises, setting out, among other things, the criteria which will be utilized by the Board in connection with the architectural design, construction, and physical appearances of the Premises;
- (iii) a budget itemizing the projected costs for the design and completion of the Project as approved by the Board.

Where requested by the City, the Board shall provide any other documentation and information which the City may reasonably require in relation to the design and completion of the Project, including the Premises.

(2) The City shall be entitled to review the **Plan** and to make comments regarding the design thereon. Although the Board agrees to cooperate with the City with respect to design issues to take into account the reasonable requests of the City, the City acknowledges and agrees that the Board shall have the right to make the final decision with respect to all design matters related to the Plan and Project.

- (3) In the event that (a) the Board and the City are in substantial agreement on all aspects of the Plan, and (b) the Ministry of Education has provided a Floor Plan Approval Letter, and (c) both the parties are prepared to proceed with same, the Board will tender the Project.
- (4) The architectural firm referred to in section 2.02(1) above and the Board and its other consultants shall prepare a request for tender (“RFT”) for the Project, based on the work and materials referred to in section 2.02(1) above and otherwise utilizing the Board's standard practices for construction projects, which rely, in part, on CCDC-2 Stipulated Price Contract 2008 published by the Canadian Construction Documents Committee, as amended by the Board for purposes of its construction projects.
- (5) In the event the Board is prepared to accept a tender submitted in response to the RFT where the **Contract Price**, plus all contingencies, plus HST, is not more than \$630,000, the Board will be permitted to accept such tender without having to obtain the consent of the City.
- (6) In the event the Board is prepared to accept a tender submitted in response to the Request for Tender (“RFT”) where the Contract Price, plus all contingencies, plus HST, is more than \$630,000, the City of London reserves the right to cancel its involvement in funding the Project, or determine whether to increase the amount of the funding. The City will have sixty (60) days to decide whether to proceed with the project based on the tender amount. If the City cancels its funding of the Project, the Board shall be refunded all Costs, in accordance with section 2.03(3) below, that the Board has incurred up to and including the date that the City provides written notice thereof to the Board.
- (7) The construction agreement resulting from the Board's acceptance of such a tender is hereinafter referred to as the “**Contract**”. In such circumstances the following will apply:
- (i) Within thirty (30) days of the Board’s acceptance of a tender pursuant to the RFT, the City will advance to the Board funds in an amount equal to the **Contract Price** , plus all contingencies, plus HST, if such total amount is not more than \$630,000. The maximum amount of \$630,000 referred to in the previous sentence will hereinafter be referred to as the “**City Grant**”.
 - (ii) As long as the Board acts reasonably, the Board will be entitled to: (a) administer the cash allowances under the Contract; (b) provide direction to the Contractor in respect thereof; and, (c) otherwise make all decisions relating thereto.
 - (iii) To the extent that any portion of the City Grant remain unspent upon the completion of the Project, the Board shall return all such unexpended amounts to the City as part of a reconciliation of the cost.
 - (iv) In the event that the total cost of the Project exceeds the City Grant (hereinafter, “**Cost Overruns**”) through no fault of the Board, the City shall be solely responsible for paying the Cost Overruns without contribution from the Board. For greater certainty, unless the Cost Overrun is caused by a wilful act of the Board, the Board shall have no liability for any Project costs.
 - (v) Within thirty (30) business days of the date upon which the Board makes final payment to the Contractor for any of the unpaid balance of the **Contract Price** (less any funds held to satisfy deficiency claims advanced by the Board), pursuant to the Consultant’s final certificate for payment under the Contract, the Board will prepare a reconciliation of all the payments made to the Contractor under the **Contract**, any amounts withheld under the **Contract** and otherwise reconciling all amounts expended, saved or owing under the Contract. Any reconciliation will disclose and provide evidence of the total costs, whether or not the City is entitled to any reimbursement of the **City Grant**. The City will have a period of ten (10) business days to review and comment upon such reconciliation and, in the event there are no matters in dispute between the parties, the Board will pay to the City the amount owed by the Board to the City as a reimbursement on the **City Grant** within the following 30 business days. To the extent that the Parties are unable to reach agreement with respect to such reconciliation, the matter will be dealt with in accordance with the provisions of Article 3 below.
- (8) In the event the Board does not receive any tenders pursuant to the Request for Tender with a contract price of \$555,500 (not including the HST), or less, the Parties will within ten (10) business days of the date for the submission of tenders pursuant to the Request for Tenders meet to discuss whether and how they wish to proceed with the Project. The City may choose to withdraw from the Project without penalty.

2.03 Costs of Renovation of Premises

(1) The projected budget for the completion of the Project is estimated to be \$555,500 plus HST (the “**Project Budget**”). All costs and expenses for and in relation to the Project to be undertaken (the “**Costs**”) shall, in the first instance, be invoiced to the Board by the contractor(s). The Board shall be responsible to pay its contractor(s) for such Costs. The Costs may include, but shall not be limited to:

- (a) surveying, geotechnical and topographical matters and services;
- (b) engineering and other building science fees;
- (c) architectural;
- (d) consulting services (including, without limitation, those services addressed or implicit in sections 2.02 above and otherwise involved from the conception to the completion of the Project);
- (e) building permit fees, sign permit fees, development charges, education development charges and impost or other fees, if any;
- (f) insurance;
- (g) labour;
- (h) materials, supplies, services and any other capital costs;
- (i) all legal, architectural, engineering and associated costs incurred by the Board for purposes of preparing tender or quotation specifications in respect of the Project;
- (j) financing costs of the Board, if any, relating solely to the financing of the Project by the Board; and
- (k) any other costs relating to the design, development and completion of the Project, whether or not contained herein.

(2) Notwithstanding the foregoing, the City shall not be responsible for the **City Grant**, unless the City has approved the acceptance by the Board of the tender resulting in such Contract, as contemplated in section 2.02(5) and 2.02(6) above.

(3) At any time prior to the commencement of the physical construction elements of the Project, the City may advise the Board, in writing, that the City does not wish to proceed with or be involved in the completion of the Project, in which case the City shall be responsible for the Costs incurred to the date of the notice, to a maximum amount of \$630,000 inclusive of HST. Once the physical construction elements of the Project have commenced, the City shall not be permitted to withdraw its commitment towards payment of the Costs, to a maximum amount of 630,000 inclusive of HST, of the completion of the Project as set forth above.

2.04 Change Orders

(1) The City agrees to use every effort to ensure that, once the Plans have been approved, it will not request any changes thereto. To the extent that the City does request any changes to the Plan, it is understood and agreed that the City shall be responsible for all Costs associated therewith. The City is not responsible for any financial obligations resulting from change orders requested by the Board or any third party unless the City has consented in writing thereto.

(2) The City acknowledges that the City Grant includes an amount for a contingency allowance. To the extent that during the completion of the Project: unforeseen circumstances arise, or coordination issues arise as between one or more of the consultants for the Project, in any case necessitating a change order, the Cost of such change order will be charged to such contingency allowance in accordance with the terms of the Contract. To the extent that the Costs of any such change orders, if such change order was requested by the City, exceed the contingency allowance, the City shall be responsible for same.

2.05 Lien Holdbacks

The Board shall be responsible for administering the appropriate holdback for each payment for the design and completion of the Project in accordance with the *Construction Lien Act* (Ontario).

2.06 Contact Persons

The Manager of Facilities for the Board (the “**Board’s Project Manager**”) shall represent the Board in all matters relating to the conduct of the design and construction of the Project. Any communications, whether written, electronic or verbal in form, from the City, or any its agents, shall be given to the Board’s Project Manager at the following address:

To the Board’s Project Manager:
Daryl Diegel, Manager of Facilities Catholic Education Centre

5200 Wellington Road South
London, Ontario, N6E 3X8
Telephone: 519-663-2088, Extension 43304
Facsimile No.: 519-663-2094
E-mail: ddiegel@ldcsb.ca

The representative appointed by the City (the “**City’s Project Manager**”) shall represent the City in all matters relating to the completion of the Project. Any communications, either written, electronic or verbal in form, to the City shall be given to the City’s Project Manager at the following address:

To the City’s Project Manager:
Shirley Glover, Director of Child Care and Early Years, or her designate
355 Wellington Street, Suite #248
PO Box 5045, London, Ontario, N6A 4L6
P: 519.661.CITY (2489) x 6572

2.07 Disputes

In the event that any dispute arises between the parties with respect to the meaning or effect of any provision contained in this Article 2, such question or matter shall be dealt with in accordance with the arbitration provisions set forth in Article 3 of this Agreement.

2.08 Insurance

(1) The Board shall obtain and maintain (from the date hereof until the first anniversary of the substantial completion of the Project), comprehensive general liability insurance in a form acceptable to the City, in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, or such other amount as may be required from time to time by the City. The insurance policy will:

- (i) contain a cross-liability clause and severability of interests endorsement; and
- (ii) contain a clause including the City as an additional insured with respect to the Board’s operations and obligations arising out of the renovation of the Premises.

(2) The Board shall maintain all risk property insurance on the Premises in amounts sufficient to cover current replacement costs. In the event that the Premises suffer damage which make the Premises unusable as a child care centre and should the Board elect not to repair and/or reconstruct the Premises, the Board shall reimburse the City for the Construction Costs.

(3) For a period of ten (10) years following the substantial completion of the Project and so long as the Premises are operated as a child care centre as defined in the *Child Care and Early Years Act, 2014*, the Board shall submit to the City evidence of property and liability insurance on or before the date the Agreement is entered into and thereafter once annually.

(4) The Board shall indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions, either in negligence or in nuisance, whether willful or otherwise by the Board, or other persons for whom the Board is in law responsible, relating to the Board’s completion of the Project.

2.09 Financial Records

The Board shall: maintain reasonable financial and accounting books and records with respect to all Costs, as well as the use and disbursement of funds provided pursuant to this Agreement; allow the City or such other persons appointed by the City to inspect and audit said books and records at all reasonable times and to take copies thereof; and, provide the City with such information as it may reasonably request in connection with the Project (subject always to the application of applicable privacy legislation that would expressly prohibit same), from the date thereof until the second (2nd) anniversary of the substantial completion of the Project.

2.10 Zoning

The Board shall ensure that no tender for any of the construction elements of the Project shall be awarded unless appropriate zoning to allow for the operation of a child care centre in the Premises is in place. This Section shall in no way be construed as fettering the legislative discretion of the Municipal Council of the City with respect to any zoning by-law amendments.

2.11 Child Care Centre Activities

(1) It is understood and agreed by the parties that the City shall be responsible for Providing advice to the Board to inform its selection of an Operator to operate the child care centre as it relates to the City's role as the Service System Manager.

(2) The Board shall make a good faith effort to ensure that as long as the space is designated as a child care centre by the Ministry of Education, it shall be utilized as such. If at any time within 10 years of the making of this agreement the space is not occupied by a child care provider, then the Board shall, within one year of any such vacancy, follow their usual RFP process to secure an operator to utilize the space as a child care centre.

2.12 Ownership

(1) The City hereby acknowledges, covenants and agrees that nothing contained herein shall provide the City (or any party other than the Board), with any ownership interests (beneficial or otherwise), in the Premises, the School, the Lands or the part thereof comprising or associated with the Project.

(2) Furthermore, the City hereby acknowledges and agrees that the Board shall have the unfettered authority to restrict the nature of any of the operations within the area constituting the Project to the extent that the Board determines, acting reasonably, that: (a) it is necessary to do so in order for it to comply with or otherwise adhere to any legislation affecting it, any governmental directives, rules or orders applicable to it and any of the Board's own policies and procedures, in effect, from time to time; or, (b) any aspects of the operations are inconsistent with the environment the Board wishes to create or maintain for its students. Finally, the City acknowledges and agrees that the Board shall have unfettered discretion to:

- (i) establish rules and issue directives in respect of access to and egress from the Premises;
- (ii) establish rules and issue directives in respect of parking arrangements at the School for the Operator, its invitees and other users of the Premises; and,
- (iii) restrict access to and use of the School and its grounds by the Operator, its invitees and other users of the Premises; and
- (iv) establish the terms and conditions upon which the Premises may be leased to an Operator.

ARTICLE 3 - ARBITRATION

3.01 Arbitration

If any dispute arises between the parties with respect to the meaning or effect of any provision of this Agreement, or related to the rights and obligations of the parties hereunder, each of the parties shall appoint one representative and such representatives will work together diligently and cooperatively to resolve the dispute on a timely and collaborative basis for up to ninety (90) days. In the event the dispute is not resolved after these ninety (90) days, the question or matter in dispute shall be referred to a single arbitrator if the parties can agree upon one and otherwise to three arbitrators, one to be appointed by each party and the third to be chosen by the two arbitrators chosen by the parties. If either of the parties hereto shall refuse or neglect to appoint an arbitrator within fifteen (15) days after the other party to the reference shall have appointed an arbitrator and shall have served written notice upon the first mentioned party requiring such party to make such appointment, then the arbitrator first appointed shall, at the request of the party so appointing him or her, choose the second arbitrator and the two arbitrators shall then choose the third arbitrator, and the decision which may be made by the arbitrators or the majority of them shall be final and binding upon the parties hereto, their heirs, executors, administrators and assigns. In the event that the first two arbitrators appointed by the parties do not agree upon a third arbitrator within seven (7) days after the appointment of the last of them, then a third arbitrator or an arbitrator to represent the party in default may, upon petition of the party not in default, be appointed by a judge of the Ontario Superior Court of Justice. The cost of arbitration shall be apportioned between the parties as the arbitrators or a majority of them may decide.

ARTICLE 4 - GENERAL

4.01 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Board or the City should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and

control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay.

4.02 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Agreement shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach.

4.03 Notices

(1) Subject to the provision of Section 2.06 hereof, any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out below:

To the Board:

London District Catholic School Board
5200 Wellington Road South
London, ON N6E 3X8
Attention: Daryl Diegel, Manager of Facilities

Facsimile No.: (519) 663-2094
E-mail: ddiegel@ldcsb.ca

To the City:

The Corporation of the City of London
151 Dundas Street, P.O. Box 5045
London, ON N6A 4L6
Attention: Shirley Glover, Director Child Care and Early Years

Facsimile No.: 519.661.CITY (2489) x 6572
E-mail: childrensservicesadmin@london.ca

and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received on delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

4.04 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

4.05 Severability

If any Article or Section or part or parts of an Article or Section in this Agreement is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding on the Board and the City as though such Article or Section or part or parts thereof had never been included in this Agreement.

4.06 Assignment and Amendments

Neither party may assign this Agreement without the express written consent of the other, which may be unreasonably withheld. No amendment, variation or change to this Agreement shall be binding unless the same shall be in writing and signed by the parties.

4.07 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED

LONDON DISTRICT CATHOLIC SCHOOL BOARD

Per: _____

Print Name: _____

*I have the authority to bind the Board.

Per: _____

Print Name: _____

*I have the authority to bind the Board.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Print Name: _____

Per: _____

Print Name: _____

SCHEDULE A

John Paul II Catholic Secondary School

Legal Description of Lands

The legal description for these lands, located at 1300 Oxford Street E and owned by the London District Catholic School Board, are as follows:

PIN: 08105-0400 (LT)

PART LOT 8, CONCESSION 2, DESIGNATED AS PARTS 1 TO 6 INCLUSIVE 33R-9333 EXCEPT PARTS 5,6,7,11 & 12 ON EXPROPRIATION PLAN ER1545508 & EXCEPT PART 5, 33R21587; SUBJECT TO 863952; SUBJECT TO AN EASEMENT OVER PARTS 2,3,8,,9,10,13 & 14 ON EXPROPRIATION PLAN ER1545508 AS IN ER1545508; SUBJECT TO AN EASEMENT OVER PARTS 1,4,13 & 14 ON EXPROPRIATION PLAN ER1545508 AS IN ER1545508; LONDON/LONDON TOWNSHIP

A site plan for the Lands and floor plans for Project are attached as Schedule A(1) hereto.

CHILD CARE AND EARLY YEARS ACT (2014) REQUIREMENTS		
PLAY ACTIVITY ROOMS / AREAS		
<u>TODDLER ROOM - 8S:</u>		
	<u>REQUIRED</u>	<u>PROVIDED</u>
MAX GROUP SIZE:	15 PERMITTED	15
UNOBSTRUCTED FLOOR SPACE: (2.8m ² / CHILD)	42m ²	48m ²
UNOBSTRUCTED OUTDOOR SPACE: (5.6m ² / CHILD)	84m ²	114m ²
UNOBSTRUCTED WINDOW AREA: (10% OF FLOOR AREA)	5.9m ²	11.9m ²
<u>PRE-SCHOOL ROOM 1 - 88A:</u>		
	<u>REQUIRED</u>	<u>PROVIDED</u>
MAX GROUP SIZE:	24 PERMITTED	15 (SEE NOTE)
UNOBSTRUCTED FLOOR SPACE: (2.8m ² / CHILD)	67.2m ²	46m ²
UNOBSTRUCTED OUTDOOR SPACE: (5.6m ² / CHILD)	134.4m ²	219m ²
UNOBSTRUCTED WINDOW AREA: (10% OF FLOOR AREA)	5.2m ²	11.9m ²
NOTE: PROVIDED GROUP SIZE IS DETERMINED BY THE AVAILABLE WATER CLOSET AND LAVATORY FIXTURES PROVIDED. REFER TO PLUMBING FIXTURE REQUIREMENTS CHART ON THIS PAGE.		
<u>PRE-SCHOOL ROOM 2 - 88B:</u>		
	<u>REQUIRED</u>	<u>PROVIDED</u>
MAX GROUP SIZE:	24 PERMITTED	15 (SEE NOTE)
UNOBSTRUCTED FLOOR SPACE: (2.8m ² / CHILD)	67.2m ²	45m ²
UNOBSTRUCTED OUTDOOR SPACE: (5.6m ² / CHILD)	134.4m ²	219m ²
UNOBSTRUCTED WINDOW AREA: (10% OF FLOOR AREA)	4.9m ²	7.7m ²
NOTE: PROVIDED GROUP SIZE IS DETERMINED BY THE AVAILABLE WATER CLOSET AND LAVATORY FIXTURES PROVIDED. REFER TO PLUMBING FIXTURE REQUIREMENTS CHART ON THIS PAGE.		
OTHER ROOMS / AREAS		
<u>KITCHEN - 7S:</u>		
REQUIRED:	EVERY LICENSED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR STORING FOOD.	
	LICENSED CHILD CARE CENTRES THAT OPERATE FOR SIX HOURS OR MORE IN A DAY THAT CHOOSE TO PREPARE FOOD AT THE LICENSED CHILD CARE CENTRE MUST HAVE A SPACE DESIGNATED FOR THE PREPARATION OF FOOD.	
PROVIDED:	EXISTING KITCHEN AND FOOD STORAGE PANTRY IS PROVIDED AS REQUIRED.	

102-320 Thames Street, London, Ontario N6J
P 519 432 6644 F 519 432
cornerstonearchitectu
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CORNERSTONE
ARCHITECTURE



School

60 Oxford St E, London, ON

Drawn By:	Revised:
BC	2024-6-12

LAUNDRY 79:	
REQUIRED:	THE CHILD CARE AND EARLY YEARS ACT (2014) <u>DOES NOT</u> SET OUT REQUIREMENTS SPECIFIC TO LAUNDRY ROOMS.
PROVIDED:	EXISTING LAUNDRY ROOM IS PROVIDED.
STAFF REST AREA:	
REQUIRED:	LICENSED CHILD CARE CENTRES THAT OPERATE FOR SIX HOURS OR MORE PER DAY MUST HAVE A DESIGNATED STAFF REST AREA.
PROVIDED:	EXISTING STAFF ROOM IS PROVIDED AS REQUIRED.
OFFICE AREA/STORAGE OF HARD COPY RECORDS:	
REQUIRED:	LICENSED CHILD CARE CENTRES THAT OPERATE FOR SIX HOURS OR MORE PER DAY MUST HAVE SPACE DESIGNATED FOR AN OFFICE AREA. EVERY LICENSED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR THE STORAGE OF HARD COPY RECORDS, IF NECESSARY.
PROVIDED:	EXISTING OFFICE AND RECORD STORAGE PROVIDED AS REQUIRED.
WASHROOMS:	
REQUIRED:	EVERY LICENSED CHILD CARE CENTRE MUST HAVE SPACE DESIGNATED FOR WASHING, DRESSING AND TOILETING. EVERY LICENSED INFANT, TODDLER OR FAMILY AGE GROUP MUST EACH HAVE A TABLE OR COUNTER THAT IS NEXT TO A SINK AND IS SUITABLE FOR DRESSING OR FOR CHANGING A DIAPER.
PROVIDED:	EXISTING STAFF / BARRIER-FREE WASHROOM PROVIDED AS REQUIRED. EXISTING WASHROOM 82 SERVING TODDLER ROOM 85 CONTAINS A CHANGE TABLE AND ADJACENT SINK AS REQUIRED.
NOTE:	REFER TO PLUMBING FIXTURE REQUIREMENTS CHART ON THIS PAGE FOR ADDITIONAL O.B.C. REQUIREMENTS.
STORAGE:	
REQUIRED:	DESIGNATED AREA THAT IS INACCESSIBLE TO CHILDREN FOR THE STORAGE OF MEDICAL SUPPLIES, CLEANING MATERIALS AND EQUIPMENT AND OTHER ITEMS THAT COULD CAUSE HARM TO A CHILD, SUCH AS POISONOUS OR HAZARDOUS SUBSTANCES. DESIGNATED AREA THAT IS INACCESSIBLE TO CHILDREN FOR THE STORAGE OF HEATING AND ELECTRICAL EQUIPMENT.
PROVIDED:	EXISTING LOCKABLE STORAGE IS PROVIDED IN MULTIPLE LOCATIONS THROUGHOUT THE FACILITY AS REQUIRED.

John Paul II Catholic Secondary School
CHILD CARE CENTRE REVIEW

1300
Project No.: D
10998

**PARTIAL GROUND FLOOR PLAN - CHILD CARE CENTRE
RENOVATION OPTION #2**

A2

1 A2 PARTIAL GROUND FLOOR PLAN - CHILD CARE CENTRE - RENOVATION OPTION #2

EXISTING WINDOW ELEVATIONS

NEW WASHROOM 82 - FULL RENOVATION OPTION:

- NEW DOOR AND FRAME FROM CORRIDOR TO TODDLER ROOM 85
- REMOVE EAST WALL OF WASHROOM 82, AND BUILD NEW WALL SHIFTED EAST
- 2 NEW WATER CLOSETS
- 2 NEW LAVATORIES IN NEW MILLWORK
- NEW CHANGE TABLE MILLWORK WITH LAVATORY
- NEW STORAGE CABINETS

PLUMBING FIXTURE REQUIREMENTS

PROGRAM SPACES - O.B.C. 3.7.4.3.(1) & TABLE 3.7.4.3.1

ROOM	MAX # OF CHILDREN PER WATER CLOSET AND LAVATORY	PERMITTED GROUP SIZE	REQUIRED # OF WATER CLOSETS AND LAVATORIES	PROVIDED # OF WATER CLOSETS AND LAVATORIES	REMARKS
TODDLER ROOM 85	10	15	2 WC / 2 LAV / 1 CHANGE TABLE WITH LAV	2 WC / 2 LAV / 1 CHANGE TABLE WITH LAV	1 NEW WALL-HUNG LAVATORY REQUIRED 2 NEW WATER CLOSETS REQUIRED IN EXISTING ROUGHING
PRE-SCHOOL ROOM 88A	10	15	2 WC / 2 LAV	3 WC / 3 LAV / 1 CHANGE TABLE WITH LAV	NEW WASHROOM SHARED BETWEEN 30 CHILDREN 3 NEW WATER CLOSETS REQUIRED 3 NEW LAVATORIES IN NEW MILLWORK REQUIRED
PRE-SCHOOL ROOM 88B	10	15	2 WC / 2 LAV	1 NEW CHANGE TABLE AND LAVATORY MILLWORK REQUIRED (MAX. 15 CHILDREN PER ROOM)	

STAFF WASHROOMS - 3.7.4.2.(9)

1 EXISTING BARRIER-FREE STAFF WASHROOM IS PROVIDED TO SERVE A MAXIMUM OF 10 STAFF

* PERMITTED GROUP SIZE IS DETERMINED BY THE AVAILABLE WATER CLOSET AND LAVATORY FIXTURES PROVIDED.

SCHEDULE B

Child Care Centre Components

Child care is licenced by the Ministry of Education under the Child Care and Early Years, Act 2014. The Project must meet licensing requirements as determined by the Ministry of Education.

The existing space will be reconfigured to be licensed as a child care capacity of 45 children:

Classroom 1: 15 toddlers

Classroom 2: 15 preschoolers

Classroom 3: 15 preschoolers

The renovations must meet minimum licensing requirements, and where the budget allows, utilize recommendations identified in the document entitled “Planning and Design Guidelines for Licensed Child Care Centres, 2022”, Province of Ontario, 2022 to support the creation of high-quality, affordable and inclusive child care centres that are:

- child and *family-centred*;
- environmentally safe and secure;
- culturally relevant;
- supportive of children’s learning, development and well-being;
- aesthetically pleasing;
- functional in their design; and
- cost-effective to operate.

The renovation will include:

- Demolition
- Millwork
- Exterior play areas –includes removal of garden beds and pavers and provides new sod.
- Extensive kitchen and washroom upgrades to increase capacity, including:
 - Renovation of the whole kitchen
 - New flooring in play areas and kitchen
 - Additional washrooms for preschool
 - Toilets/Sinks
 - Stainless countertops in kitchen
 - Wall installation between preschool and toddler areas
 - Electrical/mechanical upgrades
 - Equipment
 - Installation of a kitchen hood with fire suppression system
 - Ceiling repairs
 - Painting

Report to Community and Protective Services Committee

To: Chair and Members,
Community and Protective Services Committee

From: Anna Lisa Barbon, Deputy City Manager, Finance Supports

Subject: RFP-2024-259 Prime Consulting Services for Silverwoods
Arena Building Upgrades

Date: Oct 21, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports and Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the Request for Proposal Prime Consulting Services for Silverwoods Arena Building Upgrades (RFP-2024-259):

- a) The proposal submitted by Barry Bryan Associates, 250 Water Street, Suite 201 in Whitby, ON, for the Prime Consultant Services for the Silverwoods Arena Building Upgrades project for a fee of \$161,100.00 excluding HST **BE ACCEPTED**; it being noted that the evaluation team determined the proposal submitted by Barry Bryan Associates provided the best technical and financial value to the Corporation, met the City's requirements in all areas and acceptance is in accordance with section 15.2 of the Procurement of Goods and Services Policy;
- b) The financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached as Appendix "A";
- c) The Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in connection with the project;
- d) The approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) The Mayor and the City Clerk **BE AUTHORIZED** to execute a contract or any other documents, if required, to give effect to these recommendations.

Executive Summary

This report is submitted to seek Council approval to enter a formal agreement with Barry Bryan Associates for Prime Consulting Services for the design and contract administration of the Silverwoods Arena Building Upgrades project.

Linkage to the Corporate Strategic Plan

The Silverwoods Arena Building Upgrades project is aligned with the following strategic areas of focus and outcome from the City of London Strategic Plan 2024-2027:

Wellbeing and Safety

1. London has safe, vibrant, and healthy neighbourhoods and communities.
 - 1.3 Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life.
 - a. Deliver programs and activities that foster improved physical, mental, and social wellbeing.
 - b. Invest in publicly owned facilities, parks, open spaces, and natural amenities that provide cultural, social, and recreational opportunities, programming and engagement.
 - c. Remove barriers to accessing public spaces, services, and supports for equity-denied groups.

- d. Reduce barriers for community partners to host special events in publicly owned spaces across the city.

Climate Action and Sustainable Growth

3. London's infrastructure and systems are built, maintained, and operated to meet the long-term needs of the community.
 - 3.2 Infrastructure is built, maintained, and secured to support future growth and protect the environment.
 - b. Build, maintain and operate assets with consideration for energy efficiency, environmental sustainability and climate resilience.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Parks and Recreation Master Plan Update](#), CPSC, June 17, 2019.

1.2 Background

A report to Community and Protective Services in December 2015 outlined the intention to stop utilizing the arena as an ice facility once replacement pads were built and to begin a redevelopment project shortly thereafter. The ice at Silverwood Arena was removed in March 2018 and the dry pad has been allocated for use since September 2018 and has been used for several sports including lacrosse, ball hockey, roller hockey, roller derby, and shuffleboard. The dry pad has also been used for several large community events, where a large indoor space with free parking is required. On June 25, 2019, City Council endorsed the Parks and Recreation Master Plan. An endorsed recommendation from this plan references the future plan for Silverwoods Arena:

Recommendation #59. Repurpose Silverwood Arena to alternate community uses.

Silverwood District Park and Arena are key assets in the local community of Hamilton Road and nearby neighborhoods of Argyle and East London. Community inputs in 2018 and 2019, during the Hamilton Road Community Improvement Plan development process, identified the need for additional activity space within the neighborhood. With demand established for a dry pad facility, Civic Administration proposes repurposing Silverwood Arena in the City's community centre inventory and support Parks and Recreation Master Plan objectives.

Redevelopment of Silverwood Arena with multipurpose space and a dry pad, improvement of accessibility of washrooms and changerooms, will allow expanded use of the facility by the community year-round.

Summary of the Silverwoods Building Upgrades Project

The objectives of the Redevelopment of Silverwoods Arena Building Upgrades project are to serve the local neighbourhood's recreation and leisure needs with a multi purpose indoor dry pad that can be used year-round for various purposes by:

- Redeveloping an energy efficient HVAC system in the facility.
- Improving accessibility throughout the facility.
- Creating programmable meeting room space.

The project scope includes, but is not limited to the following:

1. New accessibility Improvements to the facility including:
 - Accessibility improvements to all rest room facilities.
 - Accessibility improvements to the facility entrances and exits.

- Accessibility improvements to the facility viewing areas
- 2. Create a new meeting / multipurpose space for programming.
- 3. Energy efficient new HVAC system servicing the complete facility.
- 4. New Building Automation System (BAS) to monitor and control HVAC system.
- 5. New roof system on complete facility to improve the thermal insulation rating.
- 6. Improve cladding around building.

Detailed design will take place throughout 2024 into 2025 with construction taking place in 2025 and 2026. Construction will be coordinated and phased to limit disruption to programs and planned activities.

The Climate Emergency Screening Tool has been applied during the planning for this project. Once the design for the upgrades is sufficiently completed, projected energy and greenhouse gas reductions will be calculated.

2.0 Discussion and Considerations

A Request for Pre-Qualification RFPQ-2023-259 was issued April 16, 2024. The responses from seven (7) architectural firms were received August 20, 2024, and were reviewed and evaluated by staff from Fleet & Facilities. Four (4) firms' qualifications were found to be acceptable.

The staff from Procurement and Fleet & Facilities evaluated proposal against the following criteria:

- Corporate Profile
- Project Team and Qualifications
- Demonstrated Relevant Experience & References
- Project Methodology and Commitment to Schedule
- Quality and Completeness of submission
- Cost Proposal

The proposal submitted by Barry Bryan Associates was deemed to provide the best technical and financial value to the Corporation and it is recommended that they be awarded a contract for the work in accordance with section 15.2 (e) of the Procurement of Goods and Services Policy.

3.0 Financial Impact/Considerations

The proposal for design services submitted by Barry Bryan Associates for Silverwood Building Upgrades project totals \$161,100.00. This will be funded from existing approved capital budgets for life-cycle renewal (LCR) and Recreation & Sport operating budget as outlined in Appendix A, Source of Financing Report.

There are no additional operating costs associated with the award of this contract.

Conclusion

It is recommended that Council enter a contract with Barry Bryan Associates for design and construction administration services for the Kinsmen Arena Deep Energy Retrofit.

Prepared by: Sri Mattu, Manager Facilities Design and Construction, Fleet & Facilities

Submitted by: Lynda Stewart, Director, Fleet & Facilities

Recommended by: Anna Lisa Barbon, Deputy City Manager, Finance Supports

c: Steve Mollon, Senior Manager, Purchasing and Supply, Finance Supports.
Doug Drummond, Financial Business Administrator, Finance Supports.
Val Morgado, Senior Manager, Facilities.
Chris Green, Manager, Community Centres and Senior Centres.
Jon Pual McGonigle, Director, Recreation and Sport.
Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services.

Attached: Appendix A – Source of Finance

Appendix "A"

#24190

October 21, 2024

(Award Consulting Services)

Chair and Members

Community and Protective Services Committee

RE: RFP-2024-259 Prime Consulting Services for Silverwoods Arena Building Upgrades

(Work Order 2574916)

Capital Project RC2612 - Silverwoods Arena Decommission and Renovate to Community Space

Prime Consultant Services - Barry Bryan Associates - \$161,100.00 (excluding HST)

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Committed To This Date	This Submission	Balance for Future Work
Engineering	171,834	8,000	161,000	2,834
Construction	2,054,366	56,377	0	1,997,989
Total Expenditures	\$2,226,200	\$64,377	\$161,000	\$2,000,823
Sources of Financing				
Capital Levy	2,226,200	64,377	161,000	2,000,823
Total Financing	\$2,226,200	\$64,377	\$161,000	\$2,000,823

Financial Note:

Contract Price	\$161,000
Add: HST @13%	20,930
Total Contract Price Including Taxes	181,930
Less: HST	-20,930
Net Contract Price	\$161,000

Jason Davies

Manager of Financial Planning & Policy

wb

Report to Community & Protective Services Committee

To: Chair and Members
Community & Protective Services Committee
From: Kelly J. Scherr
Deputy City Manager, Environment & Infrastructure
Subject: Request for Proposal 2024-093 – Thames Park Consulting
Services – Award
Date: October 21, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the following actions **BE TAKEN** with respect to the Request for Proposal 2024-093 Thames Park Consulting Services:

- a) The bid submitted by Landscape Planning Ltd. 95 Mural Street, Richmond Hill, On L4B 3G2 for Consulting Services for Thames Park in accordance with RFP2024-093, at its bid price of \$353,046.25 excluding HST **BE ACCEPTED**; it being noted that the bid submitted by Landscape Planning Ltd. meets the City's specifications and requirements in all areas;
- b) The financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached as Appendix "A";
- c) The Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this project; and,
- d) The Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

Executive Summary

The City completed a competitive Request for Proposal (RFP) process in accordance with Section 12 of the Procurement of Goods and Services Policy, seeking proposals for Consulting Services for Thames Park. Proposals were received from three proponents and evaluated based on the four primary criteria included in the RFP. Proposals were evaluated separately by staff in Park Operations and Parks Design and Construction. The proposal submitted by Landscape Planning Ltd. represents best value and meets all City requirements.

The project consultants will be preparing project concepts and the eventual park design, informed by public feedback, parks infrastructure needs identified in the Parks and Recreation Master Plan, and park design standards.

Linkage to the Corporate Strategic Plan

This project builds on Council's strategic priorities:

- Climate Action and Sustainable Growth – Waterways, wetlands, watersheds, and natural areas are protected and enhanced.
- Strengthening Our Community – London's neighbourhoods have a strong character and sense of place.
- Growing Our Economy - investment in the parks and recreation system attracts growth and investment and revitalizes existing park infrastructure.
- Wellbeing and Safety – Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- 2023-07-18 Thames Pool Conditions Update and Repair Options

1.2 Previous Council resolutions

At the July 25th, 2023, Council meeting, City council directed staff to take the following actions with respect to the Thames Park Outdoor Pool:

- a) Proceed with the process to decommission Thames Pool;
- b) Undertake a community consultation with respect to implementing potential new amenities in Thames Park, including but not limited to, pickleball courts, basketball courts, or other amenities;
- c) Undertake a review of the feasibility of a new spray pad installation in Thames Park or in Wortley on the Village Green, in consultation with the community on preferred location;
- d) Undertake a feasibility study for the location of a potential new indoor pool opportunity including; Murray Park, Rowntree Park, and other appropriate city owned properties within the same general geographic service catchment area as Thames Pool;
- e) Continue to work with the community to provide transportation opportunities to other aquatic facilities; and,
- f) Parts b), c), d) and e), above, not exceed a combined budget of \$1.92 Million, consistent with the lowest cost temporary repair option for the current Thames Pool location outlined in the staff report, dated July 18, 2023;

It being noted that any costs associated with part a), related to any required demolition of decommissioning the existing pool, are not included in the \$1.92 million noted above;

The consulting engagement is intended to fulfill items b) and c) of the Council resolution.

1.3 Project Process

On November 29th, 2023, the Ward Councillor (Councillor Franke) hosted a town hall meeting with City staff at Mounts field Public School from 6pm – 8pm. The purpose of the meeting was as follows:

- to introduce the project;
- invite a conversation about potential improvements in Thames Park;
- present initial options for spray pad locations & designs; and,
- listen to and document ideas from community members.

Community feedback was collected at the meeting and posted on the City's [Get Involved London website](#) for information.

Phase One – Public Engagement, Challenges and Opportunities – Complete

Based on the feedback received from the November 2023 Ward Councillor Meeting, City staff prepared a list of draft opportunities and challenges in Thames Park and requested input from the community through an on-line survey posted on the City's [Get Involved London website](#). Letters were mailed, April 2024, to residents in a 250-meter boundary surrounding the park, inviting them to complete this survey and provide further input into the project. The results are currently posted on-line: [Thames Park Improvements | Get Involved London](#).

Input to date suggests that residents are likely to support installation of a spray pad (if technically viable), along with other potential amenities such as pickleball courts. There

is interest in upgrading the parks playground equipment (which is nearing its expected lifespan) and improving pedestrian connections. There is also strong support to ensure this park project protects mature trees, enhances existing ecological function, and maintains unprogrammed open green space.

City staff initiated the following technical reports in Phase One to help inform future park design efforts:

- Subject Lands Status report per the City's Environmental Management Guidelines.
- Stage 1 & 2 Archaeological Assessment.

Phase Two – Alternative Solutions – (Summer 2024 – Spring 2025) **WE ARE HERE!**

The scope of the work in Phase Two is as follows:

- Request for Proposals for consulting services;
- geotechnical investigation;
- hydrogeological investigation;
- feasibility study for a spray pad at Thames Park; and
- preparation of alternative design solutions;

The consultant hired for this assignment will generate design alternatives for Thames Park, based on public input to date and technical report findings. These alternatives will be presented at a public meeting Spring of 2025 where City staff and the consultant will seek feedback from members of the community. The alternatives will also be posted on the City's [Get Involved London website](#) for those who could not attend the public meeting.

Based on feedback from the public, a preferred design alternative will be selected and shared on the City's [Get Involved London website](#).

Phase Three – Study Report & Detailed Design (2025)

City staff and the consultant will generate a study report for the project documenting the process, reports completed, community feedback received to date, design alternatives considered, the preferred design solution and post the report on the City's [Get Involved London website](#).

Once a preferred design alternative has been selected and the study report finalized, the project can progress to detailed design, where technical refinements and construction drawings will be completed in preparation for a public tender.

The detailed design phase will also include a permit application to the Upper Thames River Conservation Authority.

Phase Four – Implementation (2026)

Following regulatory approvals and tender award, construction of this park project is anticipated to proceed in 2026.

1.5 Request for Proposals RFP2024-093

In accordance with Section 12 of the Procurement of Goods and Policy, a request for proposal was prepared and advertised via bids and tenders. This RFP was seeking professional consulting services for Thames Park Improvements. Each proposal was evaluated separately. The RFP was published on Tuesday July 16th, 2024, and subsequently closed on August 23rd, 2024. Three proposals were received.

2.0 Discussion and Considerations

2.1 RFP Evaluation Process

Each proposal was reviewed and scored independently by staff from Parks and Forestry and Purchasing and Supply. Each submission was evaluated based only on the information provided by the proponent.

Per the City's procurement by-law, a two-stage process was used. Stage one determined the proponent's technical score which was based on the average score of each evaluator, prior to opening of the price submissions for evaluation in Stage two.

The successful proposal does however meet the City's specification and requirements in all areas. The bid price of the successful proponent was within the allocated budget for the project.

2.2 Evaluation Categories

All proposals were evaluated based on the following four criteria. Each criteria had a specific weighting and was rated on a scale from 0 to 10. To determine a proponent's technical score, all evaluators' scores were averaged for each criterion.

Category 1: Understanding and Approach

Category 2: Proponent Experience on Similar Projects

Category 3: Proponent Project Team Members

Category 4: Work Schedule

2.3 Project Schedule

The following presents the anticipate schedule for this project:

Project Phase & Status	Timeline
Town Hall Public Meeting - complete	November 29 th 2023
Subject Lands Status Report	January 2024 – December 2024
Stage 1 & 2 Archaeological Assessment – complete	February 7 th , 2024 – July 1 st 2024
Topographic Survey – complete	February 2024
Private Locates – complete	February 2024
Phase One – Challenges & Opportunities – complete	January 2024 – July 30 th 2024
Phase Two – Alternative solutions (includes RFP process) – WE ARE HERE!	June 2024 – June 2025
Phase Three – Study Report	Summer 2025
Phase Four – Detailed design	June 2025 – December 2025
Phase Five – Implementation (Construction)	2026 Construction Season (Spring 2026 – December 2026)

The above dates are subject to change based on, but not limited to the following:

- Outcome of the geotechnical / hydrogeological investigations;
- Outcome of the feasibility study for a spray pad;
- Time associated with developing design alternatives;
- Outcome of the public engagement.

3.0 Financial Impact/Considerations

Sources of financing for this project are identified in Appendix A and can be accommodated within the Capital Program established by Council for Thames Park.

Conclusion

The City has completed a fair and competitive Request for Proposal in accordance with Section 12.0 of the Procurement of Goods and Services Policy to purchase Professional Consulting services for Thames Park improvements. With Council's approval, awarding the RFP to the successful proponent will lead to a preferred design alternative for Thames Park that is sustainable over time, consistent with Council's Strategic Plan, the 2019 Parks and Recreation Master Plan and input provided by the community.

Prepared by: John Griffin, OALA, CSLA
Landscape Architect, Parks Design & Construction

Submitted by: Paul Yeoman, RPP, PLE
Director, Parks and Forestry

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

Attachments:

Source of Financing – Appendix A

Appendix "A"

#24198

October 21, 2024
(Award Contract)

Chair and Members
Community and Protective Services Committee

RE: RFP 2024-093 Thames Park Consulting Services
(Subledger P0042401)
Capital Project PK1205 - Thames Park Redevelopment
Landscape Planning Ltd. - \$353,046.25 (excluding HST)

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Committed To This Date	This Submission	Balance for Future Work
Engineering	1,920,000	80,593	359,260	1,480,147
Total Expenditures	\$1,920,000	\$80,593	\$359,260	\$1,480,147
Sources of Financing				
Drawdown from Operating Efficiency, Effectiveness & Economy Reserve	1,920,000	80,593	359,260	1,480,147
Total Financing	\$1,920,000	\$80,593	\$359,260	\$1,480,147

Financial Note:

Contract Price	\$353,046
Add: HST @13%	45,896
Total Contract Price Including Taxes	398,942
Less: HST Rebate	-39,682
Net Contract Price	\$359,260

Jason Davies
Manager of Financial Planning & Policy

mp



P.O. Box 5035
300 Dufferin Avenue
London, ON
N6A 4L9

London
CANADA

September 25, 2024

A. Smith
Life*Spin

I hereby certify that the Municipal Council, at its meeting held on September 24, 2024, resolved:

That the request for delegation status from Life*Spin, as appended to the agenda, with respect to Property Standards and Tenant Support, BE APPROVED to be heard at a future meeting of the Community and Protective Services Committee. (2024-A20) (4.1/11/CPSC)

A handwritten signature in black ink, appearing to read 'M. Schulthess', with a horizontal line extending to the right.

M. Schulthess
City Clerk
/jb



PROPERTY STANDARDS AND TENANT SUPPORT

Report to London City Council and the Community
and Protective Services Committee

August, 2024
LIFE*SPIN

Email: life@execulink.com

866-A Dundas Street East, London, Ont. N5W 2Z7

Dear Members of Council and the Protective Services Committee,

The Tenant Support Fair took place on March 22nd, 2024, at City Hall. More than 100 attendees were recorded at the first-ever event of its kind, highlighting tenants' urgent needs. Tenants are living in unsafe conditions, among pests, disrepair and more. Among the tenants that these issues affect are the elderly, the frail, people with disabilities, single parents, children, and many others. With more and more people being pushed into poverty due to rising costs of living and rent prices, it is important that tenants, especially those who are surviving on low-incomes, are given the support they need to advocate for their safety and quality of life in our city. Tenants who are low-income earners are especially susceptible to falling victim to unequal power relationships, between themselves and their landlords. This power dynamic unfortunately leads to tenants being too afraid to speak up about their unsafe living conditions, and feeling like they have no agency or voice in these matters.

Agencies that helped organize the event or shared information at City Hall, include LIFE*SPIN, London Property Management Association, Mission Services of London, Neighbourhood Legal Services, London Fire Prevention, Housing Stability Bank, Life Stabilization, Coordinated Access Centre, Canadian Centre for Housing Rights, London Hydro, Ontario Disability Support Program, London MPPs, London Property Standards, LUSO Community Services, and London ACORN. The cooperation between London's community organizations showcased a shared understanding and recognition of the severity of current issues that London's tenants are dealing with.

Moving forward, to try and address the layers and complexities of the issues for London's tenants, LIFE*SPIN is proposing four policy recommendations for Council consideration and implementation. First, we recommend that the City of London coordinate and

fund an annual Tenant Support Fair, with the same vision as the inaugural one. Second, we recommend funding be returned to VHA Home HealthCare and its Extreme Clean program to maintain a vital social service. Next, we recommend that the Property Standards By-law be strengthened and improved to increase its enforceability and clarity. Finally, we recommend that the City of London develop a public extermination department. This would systemically address pest and vermin problems by ensuring oversight and resolution of persistent infestations, particularly within London and Middlesex Community Housing (LMCH).

Background:

At the Tenant Support Fair, a frequently reported problem is the presence of vermin and pests, such as cockroaches and bedbugs, within rental units or buildings. There is no clear path of support from the City of London or the London Middlesex Health Unit to assist tenants, particularly the elderly and those with physical barriers. Tenants reported that despite multiple attempts to try and get rid of vermin and pest problems in buildings where they live, the issue persists, as treatment is not done with appropriate support to the tenants. In addition to problems reported regarding pests, these inspection requests included multiple reports of mold, a lack of accessible fire exits, heating/cooling issues, and broken essential elements to a home, such as a sink, toilet, tub, or washer/dryer. Many tenants also expressed how difficult it is to navigate the path to report their concerns, to the City of London Property Standards By-law enforcement. The online service portal for this, is not accessible through the general City of London search tool. Rather, it takes eight separate clicks from the main City of London webpage on different drop-down options to reach the link. We are aware that the Landlord Tenant Task Force has requested clearer access for more than a year. Tenants without any direction or previous experience

navigating this, find it overwhelming and confusing. This information must be made accessible to those who need the service most.

Recommendations:

Recommendation 1:

Firstly, we recommend that the City of London adopt, coordinate, and host the annual Tenant Support Fair. Business Case #P-25 – Proactive Municipal Compliance recognizes the need for an approach that opens the door for more tenants to speak up about their unit conditions.¹ Under this business case, one of the calendar year’s scheduled blitzes could be set aside for By-law Enforcement and Property Standards to host a Tenant Support Fair at London’s City Hall. Having this once a year, along with the targeted approach of undertaking building blitzes, will offer a well-rounded initiative to inform London’s tenants of their options. The City of London supports safe rental housing through licensing, inspections and enforcement of applicable bylaws, but this could be enhanced through community outreach and tenant support. The City of London will then be able to ensure more transparency within the Property Standards inspection process, increased cooperation and relationship building between landlords, tenants, and the City of London. Organizational items for the event will gladly be made available from LIFE*SPIN.

Recommendation 2:

The Council’s decision to halt funding to VHA Home Health Care and the Extreme Clean program in the adoption of the 2024-2027 multi-year budget is leaving people unable to properly prepare their units for vermin and pest treatment. Investing money into treatment, without

1. “2024 to 2027 Multi-Year Budget, Adopted March 1, 2024,” City of London, 2024, <https://london.ca/sites/default/files/2024-05/2024-2027%20Multi-Year%20Budget.pdf>.

supporting the preparation of units for frail and disabled tenants, ensures no return on this expenditure. Vermin are covered in the Property Standards by-law and at-risk tenants absolutely require preparation support, as vermin, by definition, are extremely hard to eradicate. Additionally, tenants with Senile Squalor Syndrome and Diogenes Syndrome are acutely at risk of eviction without the critical support, offered with compassion, that has been provided through the Extreme Clean Program.

This is a program that offers support like no other community service in London and the surrounding area. While the Business Case for VHA referred specifically to “hoarding”, the issue of vermin affects other special-risk individuals, including persons suffering from debilitating illnesses, the aged, infirm and physically incapacitated, who cannot physically prepare their homes for exterminating vermin. Not only should the Extreme Clean Program have been continued as a vital service, it should have been expanded to assist all tenants in these special risk categories. This expansion could help address the common infestations in at least three senior’s buildings that are managed by LMCH and owned by the City of London. A majority of residents in these senior’s buildings require extermination preparation assistance. Seniors living within community housing in Huron Heights were interviewed by CBC News. Their insights highlight the challenges of preparing a unit for pest treatment without help, “a program like this would be a lot of help because I can’t lift my TV up and move it or the couch, I’m lucky if I can get myself out of bed”.²

The conditions that support the spread of vermin also create health risks to those who are living in these homes, and to all others in the area or building. In cases where Diogenes and

2. Jim Rider, quoted by Isha Bhargava in, “Seniors left helpless after pest control prep program ends,” CBC News, 2024, <https://www.cbc.ca/news/canada/london/seniors-left-helpless-after-pest-control-prep-program-ends-1.7155017>

Senile Squalor Syndromes lead to hoarding, there is an increased risk of house fires, negative health implications, and, if not dealt with, can lead to homelessness.³ The Senile Squalor research from 2000, started to investigate compassionate ways to address these protocols for the vulnerable. However, the research and recommendations to Council have all but disappeared from decision making. At minimum, the research and funding support for the Senile Squalor Program should be reinstated and the VHA Program should be funded to continue the intervention program, until comprehensive policies and programs are developed by the City of London.

Considering the lasting social and financial impacts of removing a service such as the Extreme Clean Program, it is critical that funding must be returned to VHA and Extreme Clean to protect Londoners. We are aware that Hoarding/Extreme Clean program will conclude on Friday, August 30, 2024. After this date, Coordinated Access will no longer be taking referrals, abandoning those who are in need of this program. It is ineffective and not cost-friendly to have to pay for extermination that does not work over and over again, because special-risk tenants cannot prepare their units for proper treatment. This issue continues to dramatically compound, as more people are not able to receive the help they need to prepare their units for proper extermination practices, allowing for the vermin to spread. We recommend that Business Case #P-15- Hoarding/Extreme Clean Program be reconsidered when the City readopts the budget, as the need for the program is evident.

Recommendation 3:

3. Daryl Newcombe, “Program to Combat Extreme Hoarding Could Be on Budget Chopping Block,” CTV News, 2024, <https://london.ctvnews.ca/program-to-combat-extreme-hoarding-could-be-on-budget-chopping-block-1.6731080>.

Adequate funding to London Middlesex Health Unit for Senior Squalor and vermin research, as mentioned in Recommendation 2, may set a new course in the future of ensuring that London can uphold all components of the Property Standards By-law – CP 24. London’s Property Standards By-law CP-24 needs to be strengthened. One improvement is the addition of the requirement to seal the entry points between units, such as in Toronto, Barrie, and Waterloo’s Property Standards By-laws. Under Waterloo’s Property Standards By-law, 9.10 Pest Prevention, 9.10.2 states that “openings and holes in a building containing rental units, including chimneys, windows, doors, vents, holes for pipes and electrical fixtures, cracks and floor drains that might permit the entry of rodents, vermin, insects, birds or other pests shall be screened or sealed as appropriate.”⁴ Further, defining what an infestation is should also be included in London’s Property Standards By-law under section 4.10.1. This is done in the City of Hamilton’s Property Standards By-law, where it is stated that “an ‘infestation’ includes the presence of one rat or mouse, and in the case of bed bugs, fleas wasps, hornets, ants or cockroaches means the presence of more than one such insect, and in the case of wasps or hornets includes the presence of any occupied nest inside or attached to the exterior of a building, structure or other erection.”⁵ To maximize transparency of the By-law enforcement process for tenants, landlords, and property owners, there needs to be an addition of an Enforcement section. This should outline the protocols and systems of: Powers of entry, Orders, Appeals, Failure to comply with an order, Enforcement, and Offences and penalties to the Property Standards By-law.

Recommendation 4:

4. City of Waterloo, By-law No. 2011-122, as of November 07, 2011. Property Standards By-law. 2023 at 9.10.2.

5. City of Hamilton, Consolidated By-law No. 10-221, Property Standards By-law (amended August 2021), at 26(3).

Not only can the Property Standards By-law be strengthened, but the City of London may take a more proactive approach in our community housing buildings. Rather than fund private corporations to piece together treatment and support services, there is an opportunity for envisioning better housing; we ask you to consider that the City of London implement a city-run vermin control service. Since pest and vermin problems are such a persistent issue within London, it is time we view it as a public health threat, and address it as such. The results of the reports filed at the Tenant Support Fair yielded a high level of vermin infestations, such as bedbugs and cockroaches, particularly within low-income or social housing units, including London-Middlesex Community Housing. Vermin infestations of a person's home have been proven to significantly and negatively impact one's mental health, confidence, and quality of life.⁶

As such, as a responsible municipality, the City of London needs to consider implementing a publicly run and operated extermination service for our community housing properties. Currently, units throughout London are being treated with thousands of dollars from property management companies, including the City of London. All without producing proper results or resolutions. It is impossible for frail, disabled, and senior tenants to properly prepare and receive the treatment they need within a short time period. The non-systemic approach led by privately run and operated pest-control companies, does not consider the abilities and circumstances of the tenant. This approach ensures treatment failure. It is time that the City of London begins to view vermin infestations as a public health and property standards matter.

6. Daniel Schneider, "They're Back: Municipal Responses to the Resurgence of Bed Bug Infestations," *Journal of the American Planning Association* 85, no.2 (2019): 97. <https://doi.org/10.1080/01944363.2019.1591294>.

Implementing a publically run vermin control service that considers the systemic causes of vermin spread, can include further proactive steps be taken. An example of this, is making dryers free to those living in a multi-unit LMCH residential building, who are undergoing extermination treatment. This is important, as it will allow for more low-income tenants to properly follow the bed bug extermination preparation tips given to them, without worrying about the added cost to tenants struggling in poverty. By creating a more systemic approach to vermin control, there will be more success in treatments, considering the situations of every individual. The publically run pest control service will also allow for more transparency in the action steps taken to resolve these persistent issues and help to quell the spread of vermin across the City of London.

Other municipalities have taken steps towards enforcing their by-laws in a manner like this, such as the City of Hamilton. Within City Housing Hamilton (CHH), they have an internal pest control team that is qualified to identify and treat pest infestations within their housing units. This internal team makes the treatment process much quicker for residents.⁷ Implementing a public extermination service like this in London would create a clear path to enable the City of London Extermination team to carry out their duties. This would include receiving calls and tracking reports of pests, providing educational material, and setting up units/building inspections. As a pilot project, the Extermination Team could offer services to low-income Londoners, the frail, disabled, and social housing residents. Keeping track of the extermination visits within rental properties in London, will help to ensure the proper steps are being taken to resolve the issue of spreading vermin. Systemic treatment considerations, such as sealing between units, is critical for successful extermination and stopping the spread of vermin.

7. “Pest Control – City Housing Hamilton Request,” City of Hamilton, 2024, <https://www.hamilton.ca/people-programs/cityhousing-hamilton/tenants/pest-control-cityhousing-hamilton-request>.

Conclusion:

At LIFE*SPIN, we recognize that poverty and its effects are systemic, and must be treated as such. The reality for low-income tenants, is that they face many barriers that prevent them from being able to reach their goals and desired quality of life. The continued abandonment of funding to people in vulnerable positions is a disservice to all Londoners. These policy recommendations aim to address some of the systemic issues affecting low-income tenants. An annual Tenant Support Fair provides a space and place for education and self-advocacy, VHA Extreme Clean is a crucial resource for low-income people to prevent further precarity and potential homelessness, strengthening the Property Standards By-law – CP 24, and implementing a public extermination service will ensure that measures are taken to improve the living conditions of London’s low-income and social housing units (LMCH). As more and more Londoners fall into poverty, we respectfully request that the City of London website path to Report a Concern with your Rental Unit or Building be made clear. In addition, these policy recommendations should be taken into thoughtful consideration to protect those who need it most.

LIFE*SPIN, 2024

References

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October 10, 2024

Dear Members of Council and the Community and Protective Services Committee

I am writing to express my strong support for the recommendations outlined in the report regarding the **Tenant Support Fair** held on **March 22, 2024**, at City Hall. This groundbreaking event highlighted the **urgent needs of tenants** in our community, revealing the severe living conditions many face, including **pest infestations, inadequate maintenance, and a lack of support for vulnerable populations**.

The report clearly illustrates that tenants—especially the **elderly, individuals with disabilities, single parents, and low-income families**—are often caught in **unequal power dynamics** with their landlords. Many feel unable to voice their concerns due to fear and confusion surrounding the reporting process. The participation of **over 100 attendees** at the Tenant Support Fair underscores the critical need for ongoing support and advocacy for these individuals.

I fully endorse the four policy recommendations from LIFE*SPIN, with particular emphasis on restoring funding for **VHA Home HealthCare’s Extreme Clean Program**. This program is essential for vulnerable tenants, as it provides critical support for maintaining safe living environments. **Without it, we risk an increase in pest infestations and related health issues**, which disproportionately affect those already facing challenges due to age, disability, or economic hardship. **I have witnessed firsthand how this program empowers tenants to prepare their units for effective pest treatments, makes them feel in control and ultimately safeguards their health and well-being. This program also helps protect their neighbors and surrounding properties.**

The specific recommendations include:

1. **Annual Tenant Support Fair:** Coordinating and funding this event will empower tenants by providing them with crucial resources and a platform for self-advocacy.
2. **Funding for the Extreme Clean Program:** Restoring this vital service is crucial to assist tenants in preparing their units for effective pest treatments, particularly for those with special needs.
3. **Strengthening the Property Standards By-law:** Enhancing enforcement and clarity will ensure that tenants’ rights are upheld and that they have a clear path to report unsafe living conditions.



400 York St, Suite 203, London, ON N6B 3N2

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www.vha.ca

4. **Establishing a Public Extermination Service:** This proactive approach will address pest problems as a public health concern and ensure that low-income tenants receive the assistance, they need without added financial burden.

The issues highlighted in the report **resonate deeply** with our mission to keep vulnerable people safe in their homes. By adopting these recommendations, particularly the **Extreme Clean Program**, we can create a **safer, healthier environment for tenants** and take significant steps toward reducing further **homelessness impacts** on our city.

I urge the Council to carefully consider these recommendations and take action to support the **vulnerable tenants** in our community. Together, we can ensure that all residents of London have access to **safe and secure housing**.

Thank you for your attention to this important matter.

Sincerely,



Melissa Davis

Supervisor, Responsive Community Care
Safer Spaces: Hoarding Support & Restored Home: Extreme Cleaning
VHA Home HealthCare





300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

London
CANADA

September 24, 2024

Dear Colleagues,

As some of you may be aware, third-party food and beverage concession operations are contracted out in City of London Arenas. Not only is this a source of revenue for the city, but more importantly, it is an amenity enjoyed by Londoners and out of town visitors while in our arenas. Food service technology has also evolved (ex. Air fryers) which may allow for expanded food service operations. Therefore, we are seeking your support to review current food and beverage concession operations in city arenas and identify opportunities for expanded offerings and vendor opportunities.

Motion:

the Civic Administration BE DIRECTED to initiate a review of current arena concession operations and report back in Q1 2025 on the current operations across city arenas pertaining to food and beverage concessions including revenue, current vendors, and weekly hours of operation.

Sincerely,

Elizabeth Pelozo
Budget Chair
Councillor, Ward 12

Shawn Lewis
Deputy Mayor