

Agenda Including Addeds

Community and Protective Services Committee

8th Meeting of the Community and Protective Services Committee

May 1, 2018, 4:00 PM

Council Chambers

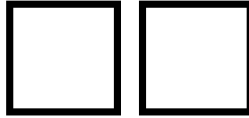
Members

Councillors M. Cassidy, V. Ridley, B. Armstrong, M. Salih, P. Squire, Mayor M. Brown

The Committee will recess at approximately 6:30 PM for dinner, as required.

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TO:	COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MAY 1, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR OF DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	SHORT TERM ACCOMODATIONS

RECOMMENDATION

That on the Recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to Short Term Accommodations:

- A) This report **BE RECEIVED** for information purposes;
- B) Civic Administration **BE DIRECTED** to hold a public participation meeting before the Community and Protective Services Committee on draft by-law amendments to a number of by-laws, to address licensing, zoning and taxation issues with a focus on the municipal purposes of health / safety and residential stability.

PREVIOUS REPORTS

April 25, 2017 – CPSC – Short Term Accommodations – Information Report

BACKGROUND

Civic Administration was directed to report back at a future meeting of CPSC, with respect to short term rentals to address zoning, licensing and taxation.

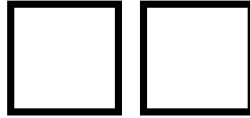
The term short-term accommodation (STA) has been used to describe the use of all or part of a dwelling unit for sleeping and lodging accommodations for a short period of time. Traditionally, hotels, motels, hostels and bed/breakfasts only offered these services. Short-term rentals now occur in a variety of dwelling types including: detached houses, townhouses, and apartment buildings. STAs are operated by owner occupants, tenants, property investors and management companies.

STAs are often listed on internet platforms such as Airbnb, Homeaway, Vacation Rentals by Owner (VRBO), Craigslist and Kijiji. Civic Administration has consulted with Airbnb and the following London specific data was provided for 2017:

- 400 active hosts
- 540 active listings
- 47% of the listings are entire homes, 51% private rooms, 2% are shared rooms
- Average host age: 41
- Typical nights hosted: 73
- Average length of stay per guest: 4 nights
- Typical annual host earnings: \$4,200 (CAD) annually

In order to seek input from Londoners, including short term accommodation users and property owners, an online survey was posted on the City’s getinvolved.london.ca portal. A total of 811 responses were received. The survey results are illustrated in Appendix A. The following are some key survey observations:

- ¾ of the respondents are home owners
- 19% live near a STA
- 55% have stayed at a STA
- 14% have operated a STA



- 80% feel that property owners should be permitted to operate a STA
- 12 % feel that STAs should not be permitted
- 72% feel the entire home should be permitted as a STA
- Property maintenance and personal safety was ranked as a very important element
- Traffic and loss of rental units was ranked as least important

In terms of regulations, the survey results indicated:

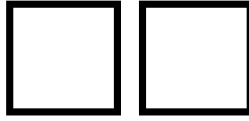
- 6 out of 10 respondents supported regulating STAs
- 40% supported licensing individual rental properties
- 34% supported licensing rental platforms
- 35% supported limiting STAs to principal residences only

The survey also provided an open comment field. The following is a sampling of the remarks:

- Subject to same taxes, safety regs, garbage provisions, etc. as any other hotel.
- There are many positive outcomes, such as supplemental income for the renter and more customers for small businesses in neighbourhoods.
- It is the cause of shortage of places to rent for long period of time and affecting Londoners.
- London needs a full range of options available to people who are coming to this city and that we need more choices at all price points.
- The onus of responsibility needs to be with the property owner and all neighbours should be able to obtain the contact information for any property that is a rental so that issues can be addressed quickly and efficiently.
- Short-term rentals should be subject to the same licensing restrictions and requirements as rental properties.
- Online platforms for short term rental are extremely transparent with public reviews of both renters and providers.
- I believe that no investment property should be used as a short term rental. You should be residing in the residence so that the homeowner can be responsible for cleaning up and maintaining the property.
- Short term rentals increase tourism in the city and often offer a more affordable option vs hotels allowing more visitors to visit the city, which also brings outside dollars to our communities.
- Modernize by making short-term rentals available yet safe, and not intrusive for current residents. No short-term investment properties in residential areas/communities.
- It should be owner occupied units only, and totally exclude high rise units to prevent the type of issues arising in Toronto.
- Definition of short term...1 day to 10 month??? What constitutes short term? Furnished vs unfurnished? What is a boarder? What is a billet? Before you can get accurate answers to your survey you need to define some terms.
- Important to ensure short term rentals meet basic safety requirements such as smoke and CO detectors. Fire extinguishers etc.
- Lack of respect for property and neighbourhood. Could increase likelihood of students renting for party purposes.
- Loss of the sense of neighbourhood, with transient occupants not being part of the fabric of the community.
- Having a short term rental in my home has made it possible for my family to afford to own a home and build equity for our future retirement.

As evident from the selection of open-ended comments, the issue of STAs is one which requires a recognition of the “sharing economy” coupled with the municipal role of public safety and residential stability.

Civic Administration previously reported that in 2016/early 2017 there have been very few complaints related to STAs. Since that time, complaints have slightly increased. Complaint intake does not categorize by property occupancy, therefore it is not possible to determine if in fact a complaint is directly related to a STA. However, Municipal Law Enforcement Officers have confirmed through site inspections and background research an increase in noise and zoning violations related to STAs.



In Ontario, home-sharing is one of the fastest growing sectors in the sharing economy. The growth of home-sharing globally has been driven by consumers looking for greater choices, flexibility and lower costs, and hosts looking for the opportunity to earn extra income.

Through recent consultations, in which City of London staff participated, the Government of Ontario received local feedback that home-sharing is a priority sector in the sharing economy for municipalities. The province also heard that local flexibility is key to address home-sharing in ways that allow municipalities to achieve local objectives (e.g., protecting long-term housing stock, attracting tourism, etc.). As a result, the province has developed a Home-sharing Guide for Ontario Municipalities as a resource when considering regulating home-sharing locally.

There have been several Ontario municipalities which have addressed the STA issue (Toronto, Niagara on the Lake, Blue Mountains) . Although there are no proven historical best-practices established at this time, the following is a sample of regulations for consideration:

- License platforms - Municipalities may license platforms (similar to licensing transportation network companies as part of the vehicle for hire regime). Conditions may be placed on the licensees such as advertising regulations and data sharing;
- License operators - Municipalities may license hosts/operators or utilize existing licensing regimes (i.e. rental housing) to ensure compliance with the municipality's community safety by-laws;
- Principal residences - Several municipalities have imposed restrictions on income properties as STAs to protect the availability of long-term rental stock;
- Consecutive days of rental - Municipalities have explored the regulatory option of establishing a cap on the number of consecutive days a unit can be rented in order to distinguish short-term rentals from long-term rentals;
- Maximum number of days - Municipalities have considered the regulation of restricting the number of days per year a unit can be rented out on a short term basis. This regulation is directly related to the use of properties as principal residences;
- Maximum number of guests - Municipalities have deliberated on restricting the number of permitted guests. The purpose of this regulation is to address "party houses".

Based on a review of recently approved by-laws and the applicability of current London by-laws, Civic Administration recommend that the following regulatory approach be given consideration:

- Amend the Residential Rental Units Licensing by-law to create a new class of a rental licence to allow for STAs
- Amend the Zoning by-law to clarify the definitions of STAs
- Amend the Business Licensing by-law to licence platforms who provide for STAs

In the 2017 Provincial Budget, the Government of Ontario announced that it would provide all single-tier and lower-tier municipalities in Ontario with the authority to levy a tax on transient accommodation commonly referred to as a "hotel tax". Legislative amendments to the Municipal Act came into force on December 1, 2017. Under these amendments, municipalities have the flexibility to decide whether or not to implement a hotel tax, and also have the ability to determine the types of transient accommodation to which the tax would apply, the rate that would be charged, and other details about the tax. A municipality would be responsible for setting out the application of the tax in a municipal by-law. A municipality may choose to apply a municipal hotel tax to home-sharing arrangements, and may determine the applicable tax rate.

In January 2018, Municipal Council endorsed the implementation of a transient accommodation tax and directed Civic Administration to report back with the necessary implementation documentation. For purposes of fairness, Civic Administration recommend that the following taxation approach be given consideration:

- Include STAs as part of a transient accommodation taxation regime.

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CONCLUSION

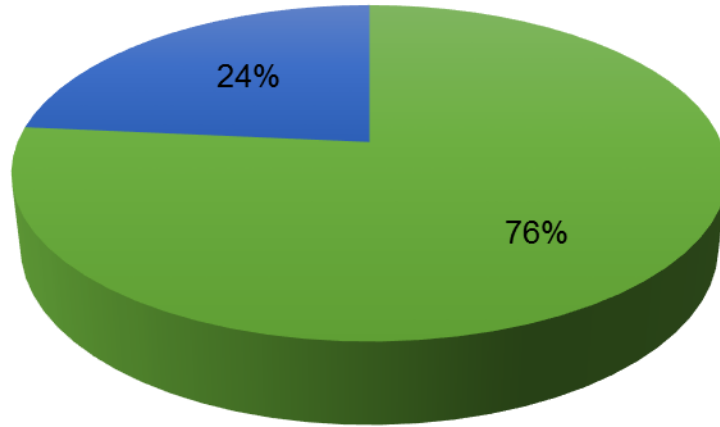
Civic Administration recognize that STAs are one of the fastest growing sectors of the sharing economy. Municipalities play a key role in ensuring public safety and residential stability. Civic Administration recommends that a public participation meeting be held to receive public comments on draft by-law amendments to a number of by-laws, to address licensing, zoning and taxation issues.

PREPARED BY:	SUBMITTED BY:
O. KATOLYK, MLEO (C) RPP CHIEF, MUNICIPAL LAW ENFORCEMENT OFFICER	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR OF DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

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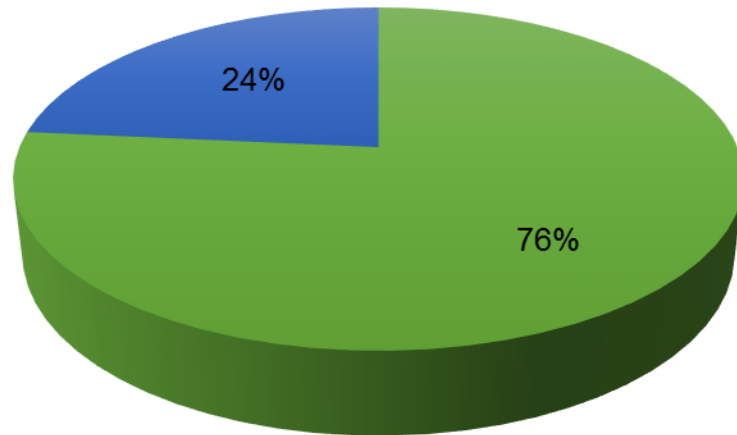
Appendix A
STA Survey Results

Residential Occupancy

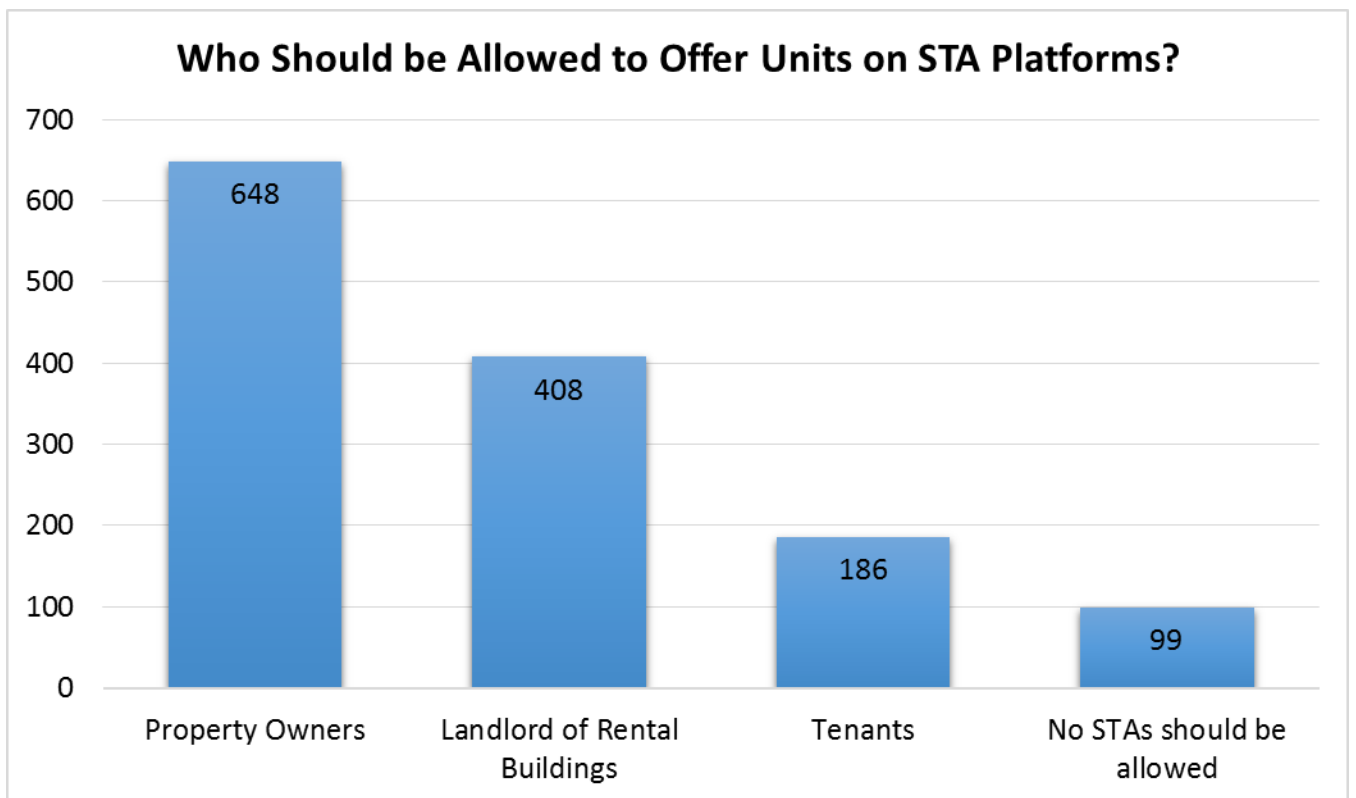
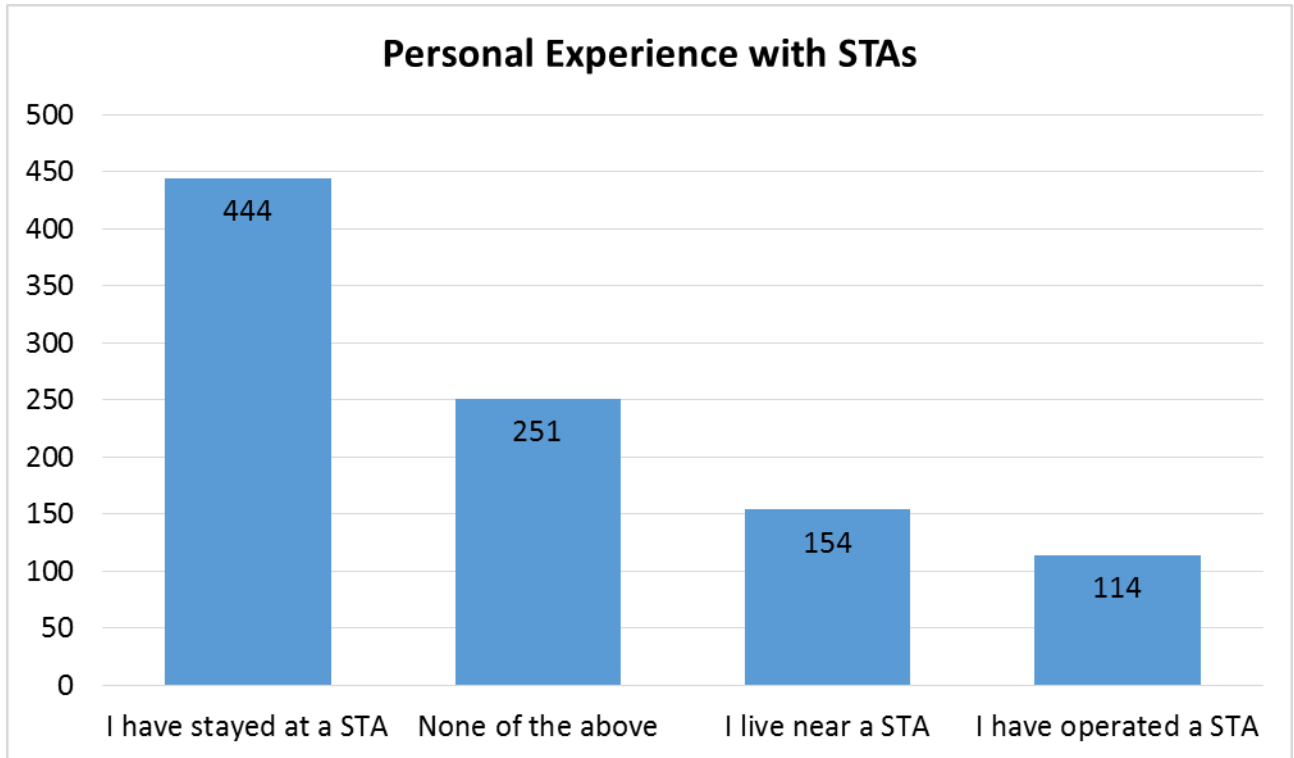
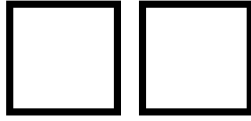


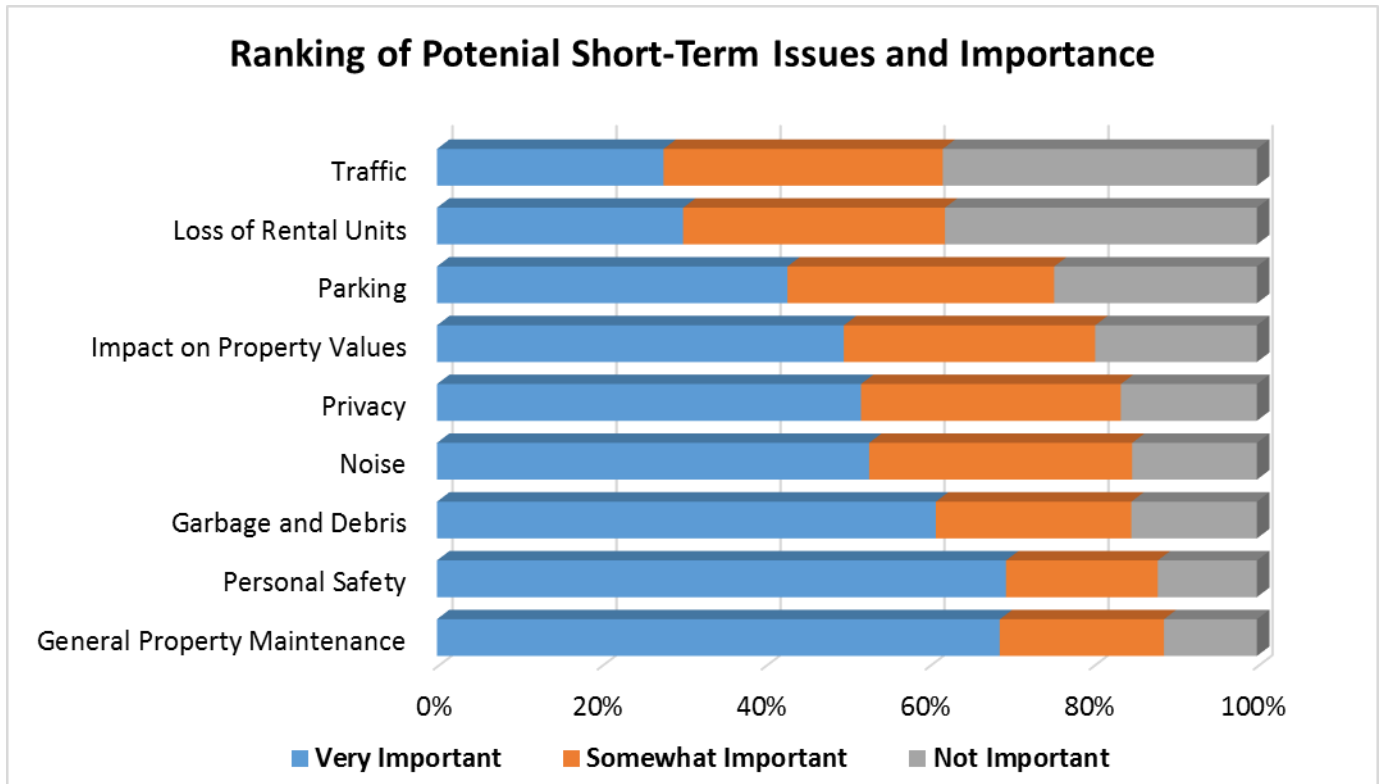
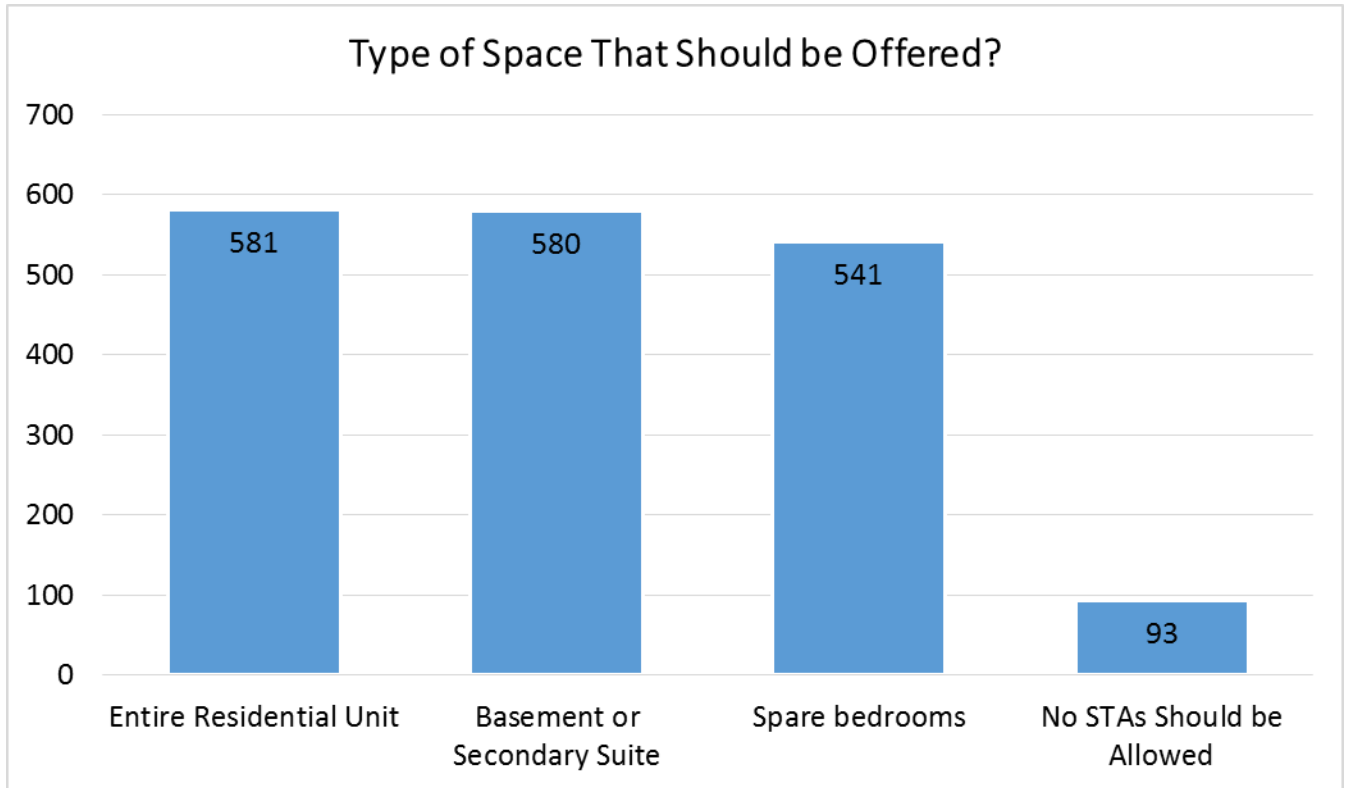
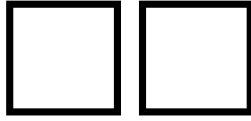
■ Own ■ Rent

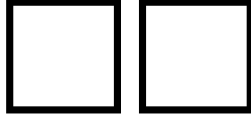
Residential Occupancy



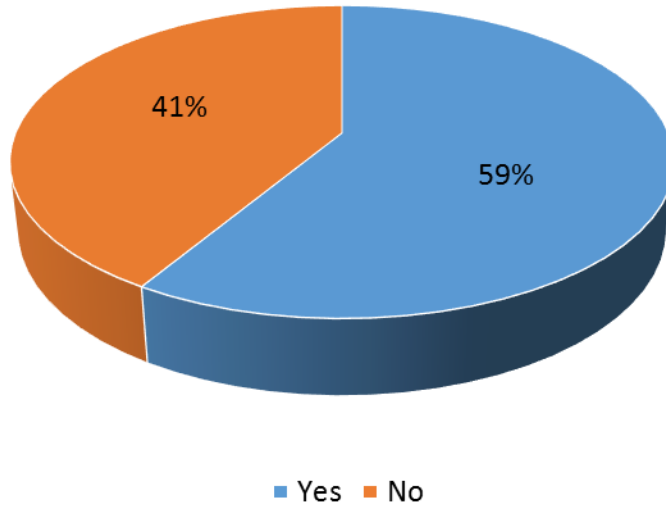
■ Own ■ Rent



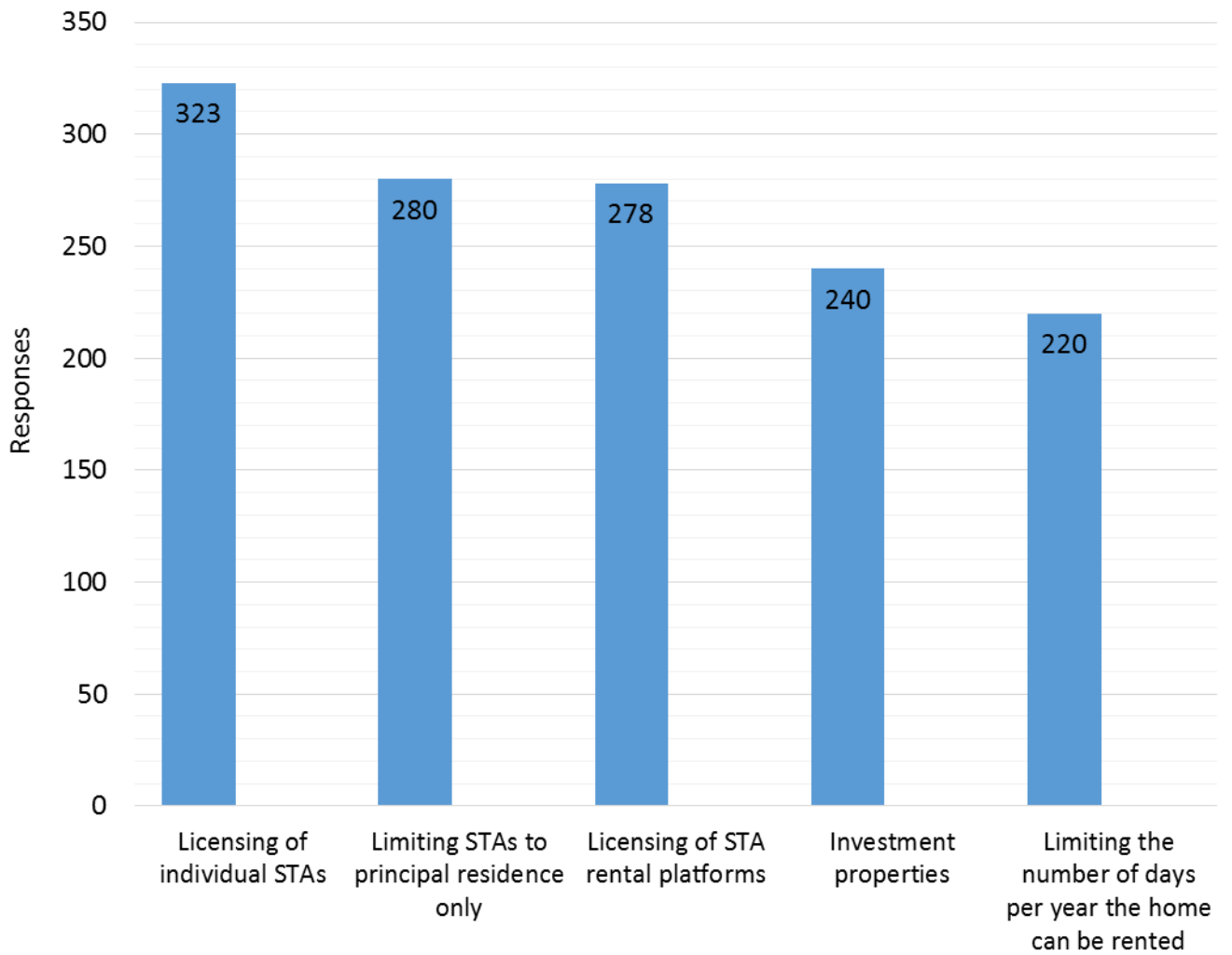




Should City Council Consider Adopting Regulations Addressing STAs?



Which of the Following Should By-Law Regulations Address?



From: Candace Keeling [

Sent: Sunday, April 29, 2018 9:25 PM

To: Squire, Phil <psquire@london.ca>; Salih, Mo Mohamed <msalih@london.ca>; Armstrong, Bill <BArmstro@london.ca>; Ridley, Virginia <vridley@london.ca>; Cassidy, Maureen <mcassidy@london.ca>; CPSC <cpsc@london.ca>

Subject: Reasons why you should leave Airbnb alone and stop regulation proposals

1. The following are reasons why STA's should be left unregulated... thanks for your consideration,
- 2.
3. Airbnb promotes tourism in London
4. There have not been any problems with any Airbnb's thus far... why are you proposing to limit a business opportunity for hosts on the premise of something having the slight possibility of causing a problem
5. Airbnb is not the same as a hotel, just like a taxi is not the same as uber
6. People want the choice
7. Hotels have had a monopoly on short term accommodations for a long time
8. This is promoting good competition to bring prices down for consumers or give them their own choice.
9. If you over-regulate it and limit it you'll prevent more money coming into the city\
10. Airbnb provides cheap accommodations for doctors on learning rotations and resident students who would otherwise be forced to stay in a hotel for a month or use a less safe service like Kijiji which doesn't offer verifying of ID's
11. Contrary to some people's belief, Airbnb is generating more taxable income – no matter how you look at it whether – rental – or capital gains – the government is ALREADY getting a cut
12. Airbnb actually tracks all the money coming in and inform hosts they need to research their local laws and pay tax.
13. Treating London like Toronto is not only wrong, it's stupid. Last stats I saw put the number of listings between 3-400 and within a one year time Frame about 11,000 guests used it .
14. In Toronto there are 12,000 LISTINGS that's more than the number of guests using Airbnb in London for the entire year.
15. Toronto has a lot more condos and I'll tell you something right now, each condo has a condo board and they are more than capable of voting within their own buildings and deciding whether or not owners want that in the building or not. This is not the same as London.
16. An argument I want to squash right now is about Airbnb causing rental rates to rise – There is no evidence of this at all, this is just something the hotel industry is putting out there. Where are the facts? Where is the data? Someone show me please! I'd love to see it
17. Furthermore if rental rates rising and the cost of living are truly a problem for Londoners then the city should be responsible for implementing their own structures for affordable housing -since when is it a private landlords responsibility to make sure that tenants have cheap rent? In Ontario we have been dealing with Landlords getting screwed over because they can't get tenants out that don't pay for extended periods, we see articles about this – 6 months plus and there is no protection for them at all.
18. The idea that landlords are just rich people that can house people who don't pay rent or are somehow responsible to take on these financial burdens from irresponsible tenants needs to be squashed
19. We should be embracing Airbnb as it provides a safe link between people willing to host and people who need short term place to stay. People from all over the world trust Airbnb and use it when deciding where to travel or finding a safe place to stay while they look for a rental when coming to Canada for school or work.
20. The business model I've developed allows a student or low-income Londoner stay in the home and help out with hosting and cleaning responsibilities while maintaining a low-budget lease so people making minimum wage or less actually have the opportunity to live in a nice home where they wouldn't be able to afford it otherwise.

IN CONCLUSION;

Airbnb is bringing in tax money, tourism money, diversity & availability for short-term accommodations to London as well as allowing landlords autonomy over how they want to rent their homes. The City needs to get on board with this and support Airbnb with open-arms and not try to make it more difficult for people to host.

--

If you have any questions at all, call me,

Candace Keeling, Realtor

From: charline robichaud
Sent: Sunday, April 29, 2018 8:00 AM
To: CPSC <cpsc@london.ca>
Subject: Stop Tax grab for Airbnb.

To the City of London.

In my opinion, the arguments against Airbnb and the argument for taxing Airbnb host are totally ridiculous, unjustified and unfounded. Just an excuse to make more money from your citizens.

As my experience from hosting Airbnb guest for years, both in Europe and in Canada, I have never encountered big parties or unruly guest. The people I've hosted over years have been foreign students, guest student, resident doctors, interns, and locals in between moves.

The two properties that I bought in London On were flea infested, mildewed, untaken care of properties. One of the houses I have, had a continuous flow of prostitutes, drug addicts and undesirables renting the apartments out, not paying rents after a few months, leaving me with months of headaches and no rents, trying to get them out, with neighbors complaining about the garbage and needles being left lying around. And that was a problem for years.

Now that I have my 2 properties as Airbnb apartments, they are being well taken care of. The properties are now in beautiful condition, garbage and lawn maintenance, well managed and as a host, a lot of work goes into keeping the places looking great. That is a bonus for the neighborhoods, the neighbors and the property value.

Am I, as a host making astronomical amounts of money? Am I taking away money from big hotels and other institutions? Am I taking housing from locals?

No, I am paying my mortgages, I am paying a cleaning lady, a yard maintenance company and various general laborers as need be. Therefore I am making work for others. As for taking housing away from locals, there is obviously a need for temporary housing, because this would not be an issue if there wasn't. And yes as an older woman facing retirement, I am making a bit extra for the years to come. Which I pay personal Taxes on already, plus property Taxes and Insurance.

I hope with this email I have made my point clear on being totally against this Taxing Airbnb question. I beg you to consider the smaller individuals and let them manage their properties how they seem fit. Airbnb forces people to keep their properties well maintained and not left as student hovels. Airbnb is great for the city of London as it allows foreign student, doctors and interns to live here in good conditions, forces the landlords to maintain their properties and the city is still making a lot of money through the Taxes that we already are paying.

Thank You for your time,
Charline Robichaud

If we take some time to compare the experiences a host has with a guest, and experiences a landlord has with a tenant...

Most often the review of the guest from the host is very positive. The guest takes care of the house, they notify the host of any concerns and they pay the host promptly. The experience is very positive as the guest is wanting good reviews from the host. The host in return or in anticipation of the guest, keeps the house and property functional, responds promptly to the guests concerns, and welcomes the guest back. The host then cleans the house after the guest leaves by making it very presentable for the next guest. The host does this so they have good reviews from the tenant.

The relationship between the landlord and tenant is much the opposite. The tenant complains to the landlord, doesn't take care of the property, leaves it a mess, breaks and damages the property, and sometimes doesn't pay. Most of these problems result in a visit to the landlord tenant board. The board has been created by the province to handle the mass volumes of concerns between landlords and tenants. The landlord of the tenant doesn't want to spend the money on the house as they feel the house is going to get damaged again. This frustrates the tenant and then everybody is back at the landlord tenant board. Further a tenant has a legal right to stay the length of their term. This tenant may be loud and cause disruption in the neighbourhood. The city of London has no grounds to evict this tenant and this tenant further upsets other neighbours. However, the city of London has not proposed a tax on these tenants or landlords to help "protect the neighbours and neighbourhoods" as stated by Hubert. Why? If it is the case that a tax will do that, why are they not targeting the tenants and landlords which hold a much greater populous than the air bnb hosts. Would this not generate more revenue as this seems to be a cash grab by the city.

Lastly, as illustrated above, the Airbnb concept and model works and works well. If you do get a bad guest they are out the next day. If you get a bad tenant you are stuck with them for a good year. And the neighbours are stuck with that tenant as well.

The Airbnb tax discourages the air bnb model in London. This discouragement is backward thinking from the city of London. Many people come to London and use Airbnb. This tax will affect them too. To move the city forward we need forward thinkers not backward status quo operators

Sent from my iPhone
T. McBride

“I am not in any way, shape or form against Airbnb. I’ve used them on a number of occasions when I’m out of town,” Hubert said. “But we need the ability to protect neighbours and neighbourhoods.”

The above statement is given by Hubert.

How does a higher tax protect neighbours and neighbourhoods. A guest will still be loud if a host pays a higher tax. The guest doesn’t care.

If the concern is valid and the city does feel the need to protect neighbours and neighbourhoods, a tax is not the solution. The proposed tax is a very weak remedy proposed by a committee. The weak proposal has likely come together due to a group think process. City hall needs to do better to come up with better solutions to identified problems.

Sent from my iPhone

T. McBride

TO:	CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON MAY 1, 2018
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	LONDON'S HOMELESS PREVENTION SYSTEM HOMELESSNESS PARTNERING STRATEGY FUNDING AGREEMENT AMENDMENT #4

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council Meeting to be held on May 8, 2018, to approve the Homelessness Partnering Strategy Community Entity Designated Communities Funding Agreement Amendment #4, between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada and The Corporation of the City of London, substantially in the form attached as Schedule 1 to the by-law to:

- (a) **AUTHORIZE** the Mayor and City Clerk to execute the above-noted Funding Agreement;
- (b) **DELEGATE** to the Managing Director, Neighbourhood, Children and Fire Services to undertake all the administrative, financial and reporting acts, including the Annual Work Plan and Mid-Year Reporting, that are necessary in connection with the Funding Agreement;
- (c) **DELEGATE** to the Managing Director, Neighbourhood, Children and Fire Services the authority to approve any further Amendments to the Homelessness Partnering Strategy Community Entity Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in section (a);
- (d) **AUTHORIZE** the Mayor and City Clerk to execute any further Amendments to the Homelessness Partnering Strategy Community Entity Funding Agreements approved in section (c); and
- (e) **APPROVE** the Projects to receive funding under the Homelessness Partnering Strategy for the period April 1, 2018 to March 31, 2019; it being noted that Sub-Project Funding Agreements will be entered into with the organizations receiving funding in accordance with the authority delegated to the Managing Director, Neighbourhood, Children and Fire Services.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- London's Homeless Prevention System Homelessness Partnering Strategy Funding Agreement: 2018 Coordinated Point-in-Time Count (CPSC: September 12, 2017)
- Homeless Individuals and Families Information System Community Coordinator Funding Agreement (CPSC: March 28, 2017)
- London's Homeless Prevention System Homelessness Partnering Strategy Funding Agreement Amendment #3 (CPSC: January 24, 2017)
- Homelessness Partnering Strategy Funding Agreement - Data Sharing Agreements (CPSC: February 17, 2016)
- London's Homeless Prevention System Progress Report and Update (CPSC: September 22, 2015)
- Homelessness Partnering Strategy – Designated Communities – Community Entity – Funding Agreement (CPSC: April 28, 2014)
- Homeless Prevention System for London Three Year Implementation Plan (CPSC: April 22, 2013)

- Homelessness Partnering Strategy – Designated Communities – Community Entity – Funding Agreement (CNC: May 3, 2011)
- Homelessness Partnering Strategy (CPSC: March 23, 2009)
- Homelessness Partnering Strategy – Allocation of Funds (CPSC: March 17, 2008)
- Homelessness Partnering Strategy – Community Entity Model (CPSC: September 24, 2007)
- Homelessness Partnering Strategy – Contribution Agreement – Community Entity Model (CPSC: April 16, 2007)

BACKGROUND

The purpose of this report is to recommend that The Corporation of the City of London enter into Funding Agreement Amendment #4 with the Government of Canada's Homelessness Partnering Strategy for the period of April 1, 2014 through March 31, 2019 for an additional allocation of \$256,607 for the fiscal period April 1, 2018 through March 31, 2019. In addition, this report recommends the projects to be approved for funding under the Homelessness Partnering Strategy for the period April 1, 2018 to March 31, 2019.

1. Funding Agreement Amendment #4

The City of London has entered into funding agreements with the Government of Canada under the Homelessness Partnering Strategy since 2007. The funding is applied to satisfy the requirements outlined in the current *Homeless Prevention and Housing Plan 2010-2024* and various initiatives offered under the Homelessness Partnering Strategy. These initiatives include funding, or partial funding, for Housing First projects; enumeration events; and, a Community Coordinator for the implementation of London's Homeless Individuals and Families Information System (HIFIS).

Employment and Social Development Canada's Homelessness Partnering Strategy provides funding aimed at ending homelessness. On May 6, 2014, Municipal Council resolved through By-law No. A-7108-173 to enter into an agreement for the period of April 1, 2014 to March 31, 2019 to receive \$513,214 fiscally for local efforts.

The 2016 budget of the Government of Canada introduced an additional \$111.8M to enhance services to address homelessness through the Homelessness Partnering Strategy over a two year period. London was approved to receive an additional \$256,607 per fiscal year for 2016/2017 and 2017/2018.

The 2017 budget of the Government of Canada confirmed the incremental funding announced in 2016. London has been approved to receive an additional \$256,607 for fiscal year 2018/2019 which is the subject of this Funding Agreement Amendment #4.

The following chart provides a summary of the amendments to the funding allocations between April 1, 2014 to March 31, 2019.

Fiscal Year	Total Allocation	\$	Total Funding \$
2014-2015	Fiscal Allocation	513,214	513,214
2015-2016	Fiscal Allocation	513,214	537,614
	Point-in-Time Count*	24,400	
2016-2017	Fiscal Allocation	513,214	800,385
	Enhanced Funding	256,607	
	Point-in-Time Count*	30,564	
2017-2018	Fiscal Allocation	513,214	845,880
	Enhanced Funding*	256,607	
	Point-in-Time Count*	26,059	
	HIFIS Community Coordinator	50,000	
2018-2019	Fiscal Allocation	513,214	823,762
	Enhanced Funding	256,607	
	Point-in-Time Count	23,941	
	HIFIS Community Coordinator	30,000	
*Funding is provided under separate amendments with Employment and Social Development Canada's Homelessness Partnering Strategy.			\$3,520,855

The City Solicitors Office, Risk Management, and Financial and Business Services have reviewed Funding Agreement Amendment #4.

Risk Management advises that the Agreement contains clauses which limit liability. These clauses cannot be changed. Although the indemnity clauses are broad, in the opinion of Corporate Insurance/Risk Management, this should not stop the City of London from moving forward with final approval of this Agreement. The potential benefits of this project outweigh potential risks. The City of London will mitigate risks associated with this agreement by using the optimum level of oversight and control, enabling us to manage risk and ensure objectives are met. This will be done using clearly defined expectations of the objectives, functions, and eligibility criteria for all activities that are supported by this Agreement.

2. Project Funding Agreements

The City of London is responsible for the management and execution of the Funding Agreement including the allocation of funds to organizations with programs or projects that satisfy the shared interests under a Housing First mandate, outlined in the *Homeless Prevention and Housing Plan 2010 - 2024*.

In November 2014, a public Request for Proposal was released inviting applications for funding under the Homelessness Partnering Strategy. At that time contracts were awarded for both one-time projects and multi-year projects. Multi-year projects were approved from April 1, 2015 to March 31, 2019.

As a result of the increase in funding from the Government of Canada existing projects are recommended to be extended and enhanced until March 31, 2019. In addition, At Lohsa Native Family Healing Services Inc. is recommended for funding for the development of a London Indigenous Community Homeless Prevention Plan. Funding agreements will be entered into with the organizations in accordance with the authority delegated to the Managing Director, Neighbourhood, Children and Fire Services in By-law No. A.-7134-234.

The following chart identifies the recommendations for projects to be approved for Homelessness Partnering Strategy Housing First project funding for the period of April 1, 2018 to March 31, 2019.

Organization/Project	Project Title	Funding Allocation 2018-2019
Addiction Services of Thames Valley, Street Level Women at Risk Program	Street Level Women at Risk – extend funding for Housing First response for street involved sex workers	50,000
London Cares Homeless Response Services	London Cares Moderate Case Management – extend funding for Housing First response for chronically homeless	135,000
St. Leonard’s Community Services	Project Home – extend funding for Housing First response for youth and chronic homeless leaving shelter	264,000
Mission Services of London	Rotholme Housing First Project – extend and increase funding to assist families leaving shelter	100,000
At Lohsa Native Family Healing Services	Indigenous Community Plan on Homeless Prevention	140,000
City of London	Administration (10%) Audit	76,982 3,839
Total		769,821

FINANCIAL IMPACT

Since April 1, 2007 the City of London has maintained an agreement with the Government of Canada to receive federal funding under the Homelessness Partnering Strategy. The Homelessness Partnering Strategy Funding Agreement is 100% funded by the Federal Government, therefore there is no municipal investment required by the City of London. The maximum enhanced amount available this fiscal period is \$256,607 for a total 2018-2019 investment of \$769,821 under this agreement.

CONCLUSION

The Civic Administration will continue to work on informing and engaging Londoners in a collaborative manner to support the implementation of London's Homeless Prevention System and its actions to achieve our collective vision of strengthening our community through caring and compassionate services to address, reduce and prevent homelessness in London.

SUBMITTED BY:	RECOMMENDED BY:
JAN RICHARDSON, MANAGER, HOMELESS PREVENTION NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	LYNNE LIVINGSTONE, MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN & FIRE SERVICES

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve the Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Federal Minister of Employment and Social Development Canada under the Homelessness Partnering Strategy; and, to authorize the Mayor and City Clerk to execute this Agreement.

WHEREAS section 1.2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 3.1 of the *Municipal Act, 2001* states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

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

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

1. The Homelessness Partnering Strategy Community Entity Designated Communities Funding Agreement Amendment #4, between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Funding Agreement approved in section 1.
3. The Managing Director, Neighbourhood, Children and Fire Services is delegated the authority to undertake all the administrative, financial and reporting acts, including the Annual Work Plan and Mid-Year Reporting, that are necessary in connection with the Funding Agreement approved in section 1.
4. The Managing Director, Neighbourhood, Children and Fire Services is delegated the authority to approve any further Amendments to the Homelessness Partnering Strategy Community Entity Funding Agreement if the Amendments are substantially in the form of the Funding Agreement approved in section 1.
5. The Mayor and City Clerk are hereby delegated the authority to execute any further Amendments to the Homelessness Partnering Strategy Community Entity Funding Agreements approved in section 4.
6. The Projects are approved to receive funding under the Homelessness Partnering Strategy for the period April 1, 2018 to March 31, 2019; it being noted that Sub-Project Funding Agreements will be entered into with the organizations receiving funding in accordance with the authority delegated to the Managing Director, Neighbourhood, Children and Fire Services.

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

PASSED in Open Council

, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -

Schedule I



Homelessness Partnering Strategy

Community Entity

Designated Communities

FUNDING AGREEMENT

BETWEEN

Her Majesty the Queen in Right of Canada (hereinafter referred to as "Canada"), as represented by the Minister of Employment and Social Development Canada AND

The Corporation of the City of London (hereinafter referred to as "the Recipient")

Hereinafter collectively referred to as "the Parties"

Articles of Agreement

Whereas Canada has established the Homelessness Partnering Strategy (hereinafter referred to as "the Program") to support projects aimed at reducing homelessness, primarily through the Housing First approach, and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless;

Whereas the Recipient has applied to Canada for funding to carry out the project described in Schedule A;

Whereas Canada has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas Canada has agreed to make a contribution to the Recipient towards the costs of the Project;

Now, therefore, Canada and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and Canada with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement;
- (b) Schedule A - entitled "Project Description";
- (c) Schedule B - entitled "Financial Provisions"; and
- (d) Schedule C - entitled "Additional Provisions".

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Eligible Expenditures" means the expenditures which are listed in the Project Budget in Schedule B, and in compliance with the Conditions Governing the Eligibility of Expenditures set out in Schedule B;

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Project" means the project described in Schedule A;

"Project Period" means the period beginning on the Project Start Date specified in Schedule A and ending on the Project End Date specified in Schedule A; and

"Working Day" means Monday through Friday except statutory holidays

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION

4.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.



5.0 CANADA'S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of Canada's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by Canada on account of its contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

- (a) the Program named in this Agreement is cancelled,
- (b) the level of funding for the Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (c) Parliament reduces the overall level of funding for the programs of the Department of Employment and Social Development for any Fiscal Year in which payment is to be made under the Agreement,

Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program named in this Agreement,
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned act applies, has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from Canada and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Schedule B,
- (b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and
- (c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Project Period.

10.0 CANADA'S RIGHT TO AUDIT

10.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant representatives of Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit Canada's representative(s) to take copies and extracts from such accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.



11.0 FINANCIAL AND ACTIVITY MONITORING

11.1 During the Project Period, the Recipient shall grant representatives of Canada reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide representatives of Canada with copies and extracts from such books and records.

12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

12.1 If, during the Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

13.0 FINAL REPORT

13.1 Unless the Recipient is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide Canada with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as Canada may specify in writing to the Recipient. The Recipient shall provide Canada with the final report within sixty (60) days following the Project Period.

14.0 EVALUATION

14.1 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this agreement that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to:

- (a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
- (b) subject to section 14.2, provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

14.2 The Recipient shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to Canada. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to Canada, the Recipient shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

15.0 CONTRACTING PROCEDURES

Contracting

15.1 (1) Subject to subsection (2), the Recipient shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Project. The Recipient shall select the bid or proposal offering the best value at the lowest cost.

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by Canada, to all goods or services contracts valued at \$25,000 or more (including taxes and duties). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

Restrictions Regarding Non Arms-Length Contracts

15.2 (1) Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and

- (a) an officer, director or employee of the Recipient,
- (b) a member of the immediate family of an officer, director or employee of the Recipient,
- (c) a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest, or
- (d) a business which is related to, or associated or affiliated with, the Recipient,

require the prior written approval of Canada. In any such contract, the Recipient shall ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Recipient in relation to a contract referred to in this subsection.

(2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

Restrictions Regarding Sub-contracting of Recipient Duties or Responsibilities

15.3 The Recipient shall not subcontract the performance of any of its duties or responsibilities in managing the Project to another party without the prior written consent of Canada unless the Recipient has already indicated in the approved Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.



16.0 TERMINATION OF AGREEMENT

Termination for Default

16.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Schedule A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period.

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Recipient.

(3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

16.2 Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs

16.3 In the event of a termination notice being given by Canada under section 7.1 or 16.2,

- (a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

16.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 16.3 in the event of a termination of this Agreement.

17.0 INDEMNIFICATION

17.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.



18.0 INSURANCE

18.1 The Recipient shall arrange and maintain, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

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

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Schedule B. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

20.0 CONFLICT OF INTEREST

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s. 2], the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

20.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

21.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60 day period, the Recipient shall not make any public announcements of funding, deferring all questions to Canada. After the expiry of the 60 day period, the Recipient may begin its own communication activities for the Project.

21.2 The Recipient shall notify Canada twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. Canada reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Recipient shall notify Canada fifteen (15) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.

21.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project

21.5 The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.

21.6 The Recipient shall cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

22.0 ACCESS TO INFORMATION

22.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

23.0 PROACTIVE DISCLOSURE

23.1 The Recipient acknowledges that the name of the Recipient, the amount of the contributions and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

24.0 DISPOSITION OF CAPITAL ASSETS

24.1 During the Project Period, the Recipient shall preserve any capital asset purchased by the Recipient with funding provided under this Agreement and shall not dispose of it unless Canada authorizes its disposition.

24.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;
- (b) turning it over to another organization or to an individual designated or approved by Canada; or
- (c) disposing of it in such other manner as may be determined by Canada.

24.3 Where Canada elects to exercise its right under section 24.2, the Recipient agrees to comply with the related direction provided by Canada.

24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

- (a) is not physically incorporated into another product or not fully consumed by the end of the Project, and



- (b) has a purchase or lease value of more than \$1,000 (before taxes),

but does not include land or buildings purchased or leased by the Recipient in connection with the implementation of the Project.

25.0 INTELLECTUAL PROPERTY

25.1 Where in the course of carrying out the Project, the Recipient produces any work using funds provided by Canada, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any such work which is produced by the Recipient.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

- (a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and
- (b) the right to distribute the work outside the Department of Employment and Social Development as long as the distribution does not undermine any commercial use of the work intended by the Recipient.

25.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Recipient:

- (a) warrants that the work shall not infringe on the copyrights of others;
- (b) agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and
- (c) shall include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work.

25.5 The Recipient shall include in the final report for the Project, which the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

26.0 NOTICES

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

27.0 DISPUTE RESOLUTION

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

28.0 ASSIGNMENT OF THE AGREEMENT

28.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

29.0 SUCCESSORS AND ASSIGNS

29.1 This Agreement is binding upon the parties and their respective successors and assigns.

30.0 COMPLIANCE WITH LAWS

30.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

31.0 APPLICABLE LAW

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

32.0 AMENDMENT

32.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

33.0 UNINCORPORATED ASSOCIATION

33.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for



the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

34.0 COUNTERPARTS

34.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.



SIGNATURES

Signed this _____ day of _____

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

(Name, please print) _____

(Name, please print) _____

(Signature) _____

Signature _____

(Position) _____

(Position) _____

And signed this 21 day of March, 2019

For Canada, by the following authorized officer:

May Ann Triggs
(Name, please print)

May Ann Triggs
(Signature)

Assisted Deputy Minister
(Position)



SCHEDULE A

PROJECT DESCRIPTION

NAME OF RECIPIENT: The Corporation of the City of London	
PROJECT TITLE: HPS 2014-2019	
Recipient	Canada
Complete Mailing Address:	Complete Mailing Address:
The Corporation of the City of London 151 Dundas Street PO Box 5045 London, Ontario N6A 4L6	Service Canada, Ontario Region 25 St. Clair Avenue East, Suite 301 Toronto, Ontario M4T 3A4
Primary Contact Jan Richardson	Primary Contact M. Charmant Petit-Frere
Telephone Number 519-661-2500-5228	Telephone Number 647-252-0211
Fax Number 519-661-4815	Fax Number 416-973-2700
Email Address jrichardson@london.ca	Email Address Maggie.petitfrere@servicecanada.gc.ca
Secondary Contact	Secondary Contact
Telephone Number	Telephone Number
Fax Number	Fax Number
Email Address	Email Address

Project Start Date	Project End Date	Total Number of Participants: (If applicable)	N/A
yyyy-mm-dd 2014-04-01	yyyy-mm-dd 2019-03-31		

Project Description

Objectives

Amendment 4:

The proposed amendment will increase the maximum contribution in fiscal year 2018/2019 by \$256,607, which will increase the maximum total contribution for the agreement to \$3,390,855.

Amendment 3:

Amendment is to amend funding in the agreement in support of the Government of Canada's Social Infrastructure Fund over the 2016/2017 and 2017/2018 fiscal years by \$256,607 per year. This amendment will increase the maximum total contribution for the agreement to \$3,134,248. Corresponding activities will be reflected in the Community Plan Annual update, due August 26, 2016.

Amendment 2:

Amendment is a minor amendment to support participation in the 2016 HPS Coordinated Point-in-Time (PiT) Count. In response to the NHQ decision to allow PiT Counts to be completed up to April 30, 2016, the CE requested to move \$25,540 from the 2015/2016 to the 2016/17 fiscal year; This request is completed with this amendment. The maximum total contribution for the agreement remains \$2,621,034.

Amendment 1:

Amendment is a minor amendment to support participation in the 2016 HPS Coordinated Point-in-Time (PiT) Count. Funding is increased from \$2,566,070 to \$2,621,034, an increase of 2.14%. A work plan will be added to the agreement specifying the activities necessary for the PiT count, and the deliverables to be provided to the HPS

Original

For the duration of April 01, 2014 to March 31, 2019, the City of London as the Community Entity (CE) will administer HPS - Designated Communities funding, thereby responding to the Community Plan priorities of the people who are homeless or at imminent risk of homelessness in London.

The annual Designated Communities allocation for London is \$513,214.

HPS funds will be used to fund projects, based on Community Plan priorities, eligible under the terms and conditions and related policies and directives of the HPS and recommendations from the CAB.

Activities

The City of London will administer the HPS Designated Communities funding as the CE for London. This will include the following activities which will be monitored against milestones in the Work Plan:

The CE is responsible for implementing strategies to address Community Plan priorities, as well as providing a leadership role in the local implementation of Housing First. The CE will engage the community stakeholders and funding partners to actively work together to prevent and reduce homelessness. The CE will identify funding other than the HPS from partners to meet the community contribution matching requirement.

The CE is responsible for providing support and guidance to the CAB regarding program delivery and administration and assisting to establish the terms of reference for the project selection and recommendation processes. The CE will implement selection processes and solicit and confirm eligibility criteria of sub-project proposals in an open, impartial and fair manner. The CE will assess, approve and enter into funding agreements with sub-agreement holders recommended by the CAB that meet the Community Plan priorities and terms and conditions of the HPS and related policies and directives including eligible activities under the following activity areas: Housing First; Support Services; Capital Investments; Coordination of Resources and Leveraging; and Data Collection and Use.

The CE is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements, and monitoring sub-projects for achievement of expected results. The CE will inform the CAB about the status of sub-projects (including results) and other activities



related to the prevention and reduction of homelessness in the community. The CE will report on its activities, including the management of sub-agreements and investment targets, to Canada in accordance with the reporting requirements described in the HPS funding agreement, as well as any additional reporting as required by the HPS.

The CE will ensure the participation and representation of Aboriginal organizations in the planning and implementation of the Community Plan priorities.

The CE will conduct Point-in-Time (PIT) counts as required by the HPS.

Expected Results

Outputs:

By March 31, 2019, the City of London as the CE will fully invest the HPS – Designated Communities funding to address priorities identified in the Community Plan.

The City of London will ensure implementation of the Community Plan as established by the CAB and approved by Canada.

HPS funding will be matched with local community funding partners in the implementation of the Community Plan.

Outcomes:

Increased investments in Housing First activities to house chronically and episodically homeless population which will be identified and reported on annually in the Community Plan update.

London as a designated community with an allocation greater than \$200K is required to invest a minimum of 40% of their HPS contribution towards Housing First activities annually starting April 1, 2016.

Reduction in the number of homeless individuals and families using emergency shelters, moving them into stable living environments with access to the services and supports leading to increased self-sufficiency, and the prevention of returning to homelessness.

Creation and maintenance of partnerships to improve services and facilities for homeless individuals and families.

Best use of investments toward alleviating homelessness based on an inclusive decision making process.

Specific performance indicators will be included in the Community Plan, which will form part of the funding agreement. Targets will be established by the CAB, in consultation with community stakeholders, based on baseline data that will also be established in the Community Plan. Achievement of project objectives will be reviewed periodically and continuation of funding is subject to demonstrated progress against established targets.

Signatures		
RECIPIENT	RECIPIENT	CANADA
DATE	DATE	DATE

MaryAnn S... [Signature]

MAR 21 2018



SCHEDULE B
FINANCIAL PROVISIONS

Table with 2 rows: LEGAL NAME OF RECIPIENT: The Corporation of the City of London; PROJECT TITLE: HPS 2014-2019

1.0 MAXIMUM CONTRIBUTION OF CANADA

1.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: \$3,390,855.

1.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:

- \$513,214 in Fiscal Year 2014/2015
\$542,638 in Fiscal Year 2015/2016
\$795,361 in Fiscal Year 2016/2017
\$769,821 in Fiscal Year 2017/2018
\$769,821 in Fiscal Year 2018/2019

2.0 INTEREST EARNED ON CONTRIBUTION

2.1 If, under section 8.0 of this Schedule, Canada has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of Canada's contribution and will be taken into account in the calculation of the final payment by Canada, or repayment by the Recipient, as may be appropriate in the circumstances.

3.0 REPAYMENT REQUIREMENTS

3.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include

- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
(b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

3.2 Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the Interest and Administrative Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

3.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 3.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the Regulations.

4.0 OTHER SOURCES OF FUNDING

4.1 The Recipient declares that the funding received from Canada under this Agreement is the sole source of funding for the Project.

4.2 The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.

4.3 The Recipient agrees that where there is a change to the declaration made in section 4.1, Canada may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

4.4 If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 3.0 of this Schedule (Repayment Requirements).

4.5 Upon completion of the Project, and if the amount set out in section 1.1 is in excess of \$100,000, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.

5.0 PROJECT BUDGET

5.1 The following is the Project Budget:



COST CATEGORIES	ESDC	OTHER SOURCES		TOTAL
		CASH	IN-KIND	
1. Administrative Costs				
a. Administrative costs				
b. Sub-projects Administrative Costs				
2. Capital Costs	\$0.00			
a. Facilities				
b. Capital assets				
3. Direct Costs	\$3390855.00			
a. Staff wages *	\$339,085.00			
b. Participant costs				
c. Project costs				
d. Partnership development				
e. Child care costs				
f. Sub-projects Project Costs *	\$3,051,770.00			
TOTAL	\$3390855.00	\$0.00	\$0.00	\$3,390,855.00

Budget notes:

"Administrative Costs" means any expenditure incurred by the Recipient in the course of its regular or ongoing operations that, though indirectly related to the Project, enable the Recipient to manage the Project successfully;

"Sub-Project Administrative Costs" means any expenditure incurred by a Third Party in the course of its regular or ongoing operations that, though indirectly related to the Sub-Project, enable the Third Party to manage the Sub-Project successfully;

"Facilities" means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre-development activities leading up to any of the latter ends;

"Capital Assets" means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement;

"Staff Wages" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Recipient to, or on behalf of, an employee of the Recipient working directly on the Project;

"Participant Costs" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Recipient to, or on behalf of, Project Participants;

"Project Costs" means any expenditure incurred by the Recipient in direct relation to the Project activities that is not covered by any other cost category in the Project Budget;

"Partnership Development" means any expenditure incurred by the Recipient towards the development or maintenance of partnerships that support or contribute materially to the goals of the Project;

"Child Care Costs" means any expenditure incurred by the Recipient in support of child care service offerings to aboriginal persons that are adapted the particular needs of this clientele; and

"Sub-Project Project Costs" means any expenditure incurred by a Third Party in respect of a Sub-Project that does not meet the definition of expenditures included in the Sub-Project Administrative Costs cost category.

6.0 BUDGET FLEXIBILITY

6.1 The Recipient may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the cost categories identified in the Project Budget without having to obtain Canada's approval, provided the adjustments do not result in an increase in Canada's maximum contribution set out in section 1.1. However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.

6.2 The Recipient must obtain Canada's written approval prior to making an adjustment to the Project Budget that increases or decreases the subtotal amount budgeted for:

- (i) any cost category identified with an asterisk (*) by any amount, or
- (ii) any other cost category by more than 10%;

6.3 Depending upon the extent and significance of the adjustments, written approval by Canada of adjustments made under section 6.2 may be required by Canada to be documented by way of a formal amending agreement signed by both parties.

7.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES



7.1 The expenditures set out in the Project Budget above are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Project Period;
- (b) expenditures must, in the opinion of Canada, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;
- (e) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement.;
- (g) fines and penalties are not eligible for reimbursement;
- (h) the cost of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS); and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software are not eligible for reimbursement.

7.2 If, under the terms of this Agreement, the Recipient is required to provide to Canada an audited annual financial report at the end of the Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

8.0 TERMS OF PAYMENT

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of advances. Each payment shall cover a quarterly period (hereinafter referred to as the "Payment Period") during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Recipient to progress payments for any period during the Project Period, or
- (b) change the Payment Period to a monthly period, or
- (c) change both (a) and (b).

(2) Where Canada decides to make a payment change pursuant to subsection (1), Canada shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

"progress payments" means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

"monthly period" means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

"quarterly period", in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

8.3 (1) Where Canada makes payments of its contribution to the Recipient by way of advances,

- (a) each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of Canada, is reliable and up-to-date; and
- (b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, Canada reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where Canada makes payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the Payment Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4 (1).

8.4 (1) Following the end of each Payment Period of the Agreement, the Recipient shall provide Canada with a financial claim using a form provided by Canada and signed/certified as true and accurate by an authorized official (or officials) of the Recipient. The financial claim shall contain:

- (a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;
- (b) an updated forecast of Project expenditures;



- (c) an activity report describing the work completed on the Project during the Payment Period; and
- (d) any supporting documentation relative to the financial claim that may be requested by Canada (e.g. a copy of the general ledger).

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,

(a) if the Payment Period is monthly, **forty-five (45) days** following the Payment Period;

and

(b) if the Payment Period is quarterly, **sixty (60) days** following the Payment Period.

8.5 (1) Canada may withhold any advance payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due
 - (i) a financial claim under section 8.4 (1); or
 - (ii) any other document required by Canada under this Agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

(2) Canada may also withhold any progress payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due any other document required by Canada under this agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

8.6 Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending

- (a) receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,
- (b) receipt and acceptance by Canada of the final report for the Project that the Recipient is required to submit to Canada under the terms of this Agreement, and
- (c) receipt of any other Project-related record that may be required by Canada.

9.0 ANNUAL FINANCIAL REPORTS

9.1 (1) Within one hundred and twenty (120) days following the end of each "Reporting Period" during the Project Period, the Recipient shall provide to Canada a financial report containing,

- (a) a statement setting out:
 - (i) the total amount received from Canada under this Agreement during the Reporting Period,
 - (ii) the total revenue received from other sources for the Project during the Reporting Period, including cash and the value of in-kind contributions,
 - (iii) the total amount of GST/HST rebates and interest earned by the Recipient during the Reporting Period on advances of Canada's contribution if the amount of interest earned is in excess of one hundred dollars (\$100), and
 - (iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from Canada's contribution under this Agreement, and
- (b) an itemized statement setting out, by expenditure category as per the Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Recipient to submit financial reports within the timeframe specified under subsection (1) may result in Canada withholding payment of an advance or progress payment in accordance with subsections 8.5(1) or (2) of this Schedule or withholding payment of any holdback retained by Canada in accordance with section 8.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof.

9.2 Each financial report submitted to Canada pursuant to section 9.1 shall be accompanied by such supporting documentation as may be requested by Canada.


Audit Requirement

9.3 (1) Unless otherwise notified by Canada in writing, the Recipient shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 9.1. The Recipient's letter of audit engagement shall include the requirements set out under section 9.1.

(2) If requested by Canada to do so, the Recipient shall allow representatives of Canada to discuss any audited financial report referred to in this section with the Recipient's auditors. The Recipient shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to discuss the report with representatives of Canada and provide any requested information to them in relation



to the audit.

Signatures		
RECIPIENT	RECIPIENT	 CANADA
DATE	DATE	MAR 21 2018 DATE



SCHEDULE C

ADDITIONAL CONDITIONS

LEGAL NAME OF RECIPIENT: The Corporation of the City of London
PROJECT TITLE: HPS 2014-2019

1.0 WORK PLAN

1.1 For each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof, the Recipient shall provide to Canada for approval a "Work Plan" outlining the activities to be undertaken by the Recipient in implementing the Project during the Fiscal Year or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by Canada.

1.2 The Recipient's approved Work Plan for the first Fiscal Year or part thereof of the Project Period is attached to and forms an integral part of Schedule A (Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to Canada for approval no later than sixty (60) days prior to the beginning of each Fiscal Year to which it relates.

1.3 Canada will notify the Recipient of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Recipient shall implement the Project in accordance with the approved Work Plans. The Recipient shall not make any material change to an approved Work Plan without the written approval of Canada.

2.0 REDISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS

Interpretation

2.1 For the purposes of this Agreement,

"Sub-Agreement Holder" means an organization other than the Recipient, to whom funding provided to the Recipient under this Agreement is further distributed to enable the organization to carry out a Sub-Project; and

"Sub-Project" means:

- (a) an activity eligible for financial support under the Project which is implemented by a Sub-Agreement Holder, or
- (b) an activity eligible for financial support under the Project implemented directly by the Recipient.

Sub-Project Selection Process

2.2 (1) The Recipient shall put into place a process satisfactory to Canada for ensuring that proposals for Sub-Projects to be funded with Canada's contribution, including Sub-Projects implemented directly by the Recipient, are assessed and selected in an open, impartial and fair manner. The Recipient agrees that part of the process will involve consultation on all such proposals with the Community Advisory Board. The Recipient must ensure that Sub-Project proposals of a capital nature address their sustainability; for Sub-Projects of a capital nature Canada will provide a form to address this aspect that is to be included as part of such proposals.

(2) The Recipient shall also put into place written operational policies and procedures relating to its financial management of the Project and its administration of Sub-Projects, and shall provide a copy of those policies and procedures to Canada, together with the names and positions of personnel within the Recipient's organization with responsibilities for the financial management and decision making in connection with the carrying out of the responsibilities of the Recipient under this Agreement. The Recipient shall notify Canada promptly of any changes in such personnel that occur from time to time.

(3) A sub-project shall not be funded under this Agreement unless the organization demonstrates that it applies sound financial management practices and respects the highest level of integrity.

(4) Without limiting the foregoing and subject to subsection 5, a sub-project shall not be funded under this Agreement if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization's financial management practices or raises integrity issues.

(5) The restriction in subsection 4 does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.

Agreements with Sub-Agreement Holders

2.3 (1) When the Recipient provides funding to a Sub-Agreement Holder to support the costs of a Sub-Project, the Recipient shall ensure that there is a written agreement between it and the Sub-Agreement Holder that sets out the terms and conditions under which the Recipient is providing funding to the Sub-Agreement Holder.

(2) The written agreement referred to in subsection (1) shall include:

- (a) an identification of the Sub-Agreement Holder (proper legal name and address);
- (b) a description of the purpose of the funding;
- (c) the effective date, the date of signing and the duration of the agreement;



(d) the financial and/or non-financial conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination of the agreement in the event of a breach of the agreement;

(e) the costs of the Sub-Project eligible for reimbursement;

(f) the conditions to be met before payment is made and the schedule and basis of payment;

(g) the maximum amount payable;

(h) the provision of such reports by the Sub-Agreement Holder on its Sub-Project, outcomes and results as may be specified by Canada in any reporting guidelines or instructions provided to the Recipient by Canada or as may be specified elsewhere in this Agreement;

(i) a provision giving both Canada and the Recipient the right to conduct an audit of the books and records of the Sub-Agreement Holder, even though an audit may not always be undertaken, and to have access to the business premises and business site of the Sub-Agreement Holder to monitor and inspect the administration of the Sub-Project;

(j) a requirement for the Sub-Agreement Holder to repay to the Recipient the amount of any funding provided to which it is not entitled. The agreement should specify that amounts to which it is not entitled include the amount of any payments:

(i) made in error;

(ii) made for costs in excess of the amount actually incurred for those costs; and

(iii) that were used for costs that were not eligible for reimbursement under the agreement;

(k) if the Sub-Project involves an activity described in section 4.1 or 4.3,

(i) a repayment requirement modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder; and

(ii) a provision giving both Canada and the Recipient, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, the right to inspect the operation of the facility referred to in section 4.1 or 4.3 at any reasonable time to verify the continuing use of the facility for the purposes for which it was funded; and

(iii) a provision stipulating that the Sub-Agreement holder shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project, or for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, without the prior written approval of the Recipient; and

(iv) a provision stipulating that the Sub-Agreement Holder shall ensure that all environmental protection measures, standards and rules relating to the Sub-Project established by competent authorities are respected;

(l) a provision stipulating that payment of any funding under the agreement is subject to the availability of funds and that payment of funding may be cancelled or reduced in the event that Canada cancels or reduces its funding to the Recipient;

(m) a requirement for the Sub-Agreement Holder to give appropriate recognition of the contribution of Canada to the Sub-Project being carried out in its publicity and signage relating to the Sub-Project, including any information provided to the public on any web site maintained by the Sub-Agreement Holder;

(n) a requirement that the Sub-Agreement Holder notify the Recipient (Community Entity) twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder relating to the Sub-Project; and

(o) a requirement for the Sub-Agreement Holder to cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Sub-Project.

Internal Memoranda of Understanding (MOU)

2.4 When the Recipient is implementing a Sub-Project directly, the Recipient shall ensure that there is an internal memorandum of understanding (MOU) with the head of the branch or division of its organization responsible for implementing the Sub-Project, as if the head of the branch or division implementing the Sub-Project was a Sub-Agreement Holder, setting out terms and conditions of the funding modelled on the requirements of section 2.3, with such modifications as the circumstances may require.

Provision of Copies of Agreements and MOUs

2.5 Upon request, the Recipient shall provide Canada with a copy of any or all agreements with Sub-Agreement Holders and MOUs referred to in sections 2.3 and 2.4, respectively.

Monitoring and Audit of Sub-Projects

2.6 The Recipient shall exercise due diligence in the administration of its agreements with Sub-Agreement



Holders and of its MOUs referred to in section 2.4. Without limiting the generality of the foregoing, in exercising due diligence, the Recipient shall take appropriate measures for ensuring compliance by Sub-Agreement Holders and, in the case of MOUs referred to in section 2.4, by the responsible branch or division head of the Recipient, with the terms and conditions of the agreement or MOU, as the case may be, including:

- (a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,
- (b) undertaking periodic audits or inspections of financial records to verify that costs claimed under the agreement or MOU, were actually incurred and were in accordance with the agreement or MOU, as the case may be,
- (c) furnishing the Sub-Agreement Holder or the branch or division head of the Recipient, as the case may be, with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,
- (d) where there are breaches of the agreement or MOU, taking appropriate measures to resolve the situation, including, in the case of an agreement with a Sub-Agreement Holder, termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and
- (e) in the case of an agreement with a Sub-Agreement Holder, making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Recipient shall provide to Canada, upon request, a report of any monitoring review or audit of a Sub-Project undertaken by the Recipient under section 2.6.

2.8 Where Canada desires to exercise its right to audit the books and records of a Sub-Agreement Holder or to monitor and inspect its Sub-Project, Canada shall notify the Recipient of its desire to do so. The Recipient shall cooperate with Canada in obtaining access to the financial records and, if required by Canada, it shall take all necessary steps to enforce the Recipient's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

3.0 REPORTING

Report of Approved Sub-Projects

3.1 Each financial claim submitted to Canada pursuant to section 8 (Terms of Payment) of Schedule B to this Agreement shall be accompanied by a report identifying all agreements with Sub-Agreement Holders and MOUs approved by the Recipient to date containing the following information about each Sub-Project:

- (a) the Sub-Project file identifier;
- (b) in the case of agreements with Sub-Agreement Holders, the legal name of the Sub-Agreement Holder and Sub-Agreement Holder contact information;
- (c) in the case of MOUs, the name of the branch or division within the Recipient's organization responsible for carrying out the Sub-Project and Recipient branch or division contact information;
- (d) the amount of funding provided under this Agreement to be provided by the Recipient for the Sub-Project;
- (e) identification of the applicable HPS funding stream;
- (f) the Sub-Project start and end dates; and
- (g) the activity areas(s) supported by the Sub-Project, i.e. (i) Housing First; (ii) support services; (iii) capital investments; (iv) activities to ensure coordination or resources and leveraging; or (v) activities to improve data collection and use.

Results Reporting

3.2 Within thirty (30) days of the start date of each Sub-Project, the Recipient shall provide to Canada, using an online results reporting system provided by Canada, a "Project Details Report", acceptable to Canada in both scope and detail, that sets out the detailed description of the Sub-Project. Any changes to the funding amount, activities, or end date of a Sub-Project approved by the Recipient will require a revised Project Details Report that must be provided to Canada, using the online system, within thirty (30) days of the change.

3.3 Where applicable, the Recipient shall provide to Canada, no later than forty-five (45) days following each Fiscal Year that falls within the period of the Sub-Project, an "Annual Results Report" detailing the outputs and outcomes achieved in implementing each Sub-Project during the Fiscal Year. Each Annual Results Report shall be provided to Canada using the online system referred to in section 3.2.

Annual Community Plan Update

3.4 If the Recipient is funded by the HPS Designated Communities funding stream, or funded by the Aboriginal Homelessness funding stream with a community allocation greater than \$200,000, the Recipient shall provide annually to Canada, using a form provided by Canada, no later than sixty (60) days following the period covered by the report, a report, satisfactory to Canada in scope and detail, on

- (a) progress in meeting Community Plan priorities
- (b) expenditures supporting investment targets including minimum Housing First requirement mentioned under Expected Results in Schedule A,
- (c) Community Contribution received (for Designated Communities funding stream only),
- (d) updating Community Plan priorities and targets for subsequent years (if required); and
- (e) any other update as may be required by Canada.



4.0 REQUIREMENTS IN RESPECT OF FACILITY PROPERTY AND REPAYMENT

Project Funding Used to Purchase Land or a Building for a Facility

4.1 If

(a) funding provided for a Sub-Project is used towards the costs of purchasing land or a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if,

(i) five (5) years following the end date of the Sub-Project, a facility that provides shelter space, transitional or supportive housing or other services for the homeless has not been established on the property referred to in paragraph (a), or

(ii) at any time during the five-year period following the end date of the Sub-Project, Canada concludes, based on

(A) information provided by the Recipient under section 4.7, or

(B) the results of a site inspection conducted by Canada under section 4.9

that the facility referred to in paragraph (a) will not be established during said five-year period and notifies the Recipient of such conclusion in writing, and

(d) an amount determined in accordance with section 4.2 if, within five (5) years following the end date of the Sub-Project, the land or building referred to in paragraph (a) is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.2 The amount repayable by the Recipient under paragraph 4.1(d), if the event referred to in that paragraph occurs, shall be determined as follows:

(a) if the event occurs within one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.1(a);

(b) if the event occurs within two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.1(a);

(c) if the event occurs within three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.1(a);

(d) if the event occurs within four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.1(a); or

(e) if the event occurs within five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.1(a).

Project Funding Used for Construction or Renovations

4.3 If

(a) funding provided for a Sub-Project is used towards the costs of constructing or renovating a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or towards the costs of expanding or renovating an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if the Sub-Project referred to in that paragraph is not completed by the end date of the Sub-Project, and

(d) an amount determined in accordance with section 4.4 if the activity referred to in paragraph (a) is completed by the end date of the Sub-Project but within five (5) years following the end date of the Sub-Project either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.4 The amount repayable by the Recipient under paragraph 4.3(d) if either event referred to in subparagraph 4.3(d)(i) or (ii) occurs shall be determined as follows:

(a) for renovations representing 30% or less of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project a sum equal to 100% of the funding referred to in paragraph 4.3(a); or

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a); and



(b) for construction and for renovations representing more than 30% of the market value of the facility established as part of the project assessment process, if the event occurs within:

- (i) one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.3(a);
- (ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a);
- (iii) three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.3(a);
- (iv) four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.3(a); or
- (v) five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.3(a).

4.5 For greater certainty, the Recipient acknowledges that the repayment requirements in sections 4.1 and 4.3 apply to it not only where the Sub-Project is implemented by it directly but also where it is being implemented by a Sub-Agreement Holder. Consequently, where the Recipient provides funding to a Sub-Agreement Holder for a Sub-Project that involves an activity referred to in section 4.1 or 4.3, the Recipient must ensure pursuant to paragraph 2.3(k) that its agreement with the Sub-Agreement Holder includes repayment obligations on the part of the Sub-Agreement Holder that are modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder.

Repayment to Canada of Amounts Recovered from Sub-Agreement Holders

4.6 Where a Sub-Agreement Holder is required, under the terms of its agreement with the Recipient, to repay an amount to a Recipient pursuant to a repayment obligation referred to in section 4.5, the Recipient shall repay to Canada any such amount recovered by the Recipient from the Sub-Agreement Holder.

Annual Monitoring of, and Declaration on, Facility Establishment and/or Utilization Following Completion

4.7 If a Sub-Project involves an activity described in section 4.1 or 4.3, the Recipient shall, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirements in section 4.2 or 4.4, as the case may be, are applicable (hereinafter "the Monitoring Period")

- (a) annually monitor, as the case may be,
 - (i) progress made towards the establishment of the facility, or
 - (ii) the use of the facility to verify its continuing use for the purposes for which the Recipient had provided its funding, and

immediately notify Canada if the activities leading to the establishment of a facility have ceased, the facility property has been sold or the facility has ceased to be used for its intended purposes, and

- (b) provide annually to Canada, using a form provided by Canada, a declaration regarding, as the case may be,
 - (i) the progress made towards the establishment of the facility during the year covered by the declaration, or
 - (ii) utilization of the facility during the year covered by the declaration.

4.8 Each annual declaration referred to in section 4.7 shall be provided to Canada no later than ninety (90) days following the end of the year covered by the declaration.

4.9 During the Monitoring Period, the Recipient shall ensure that representatives of Canada are allowed to inspect the operation of the facility at any reasonable time to verify its continuing use for the purposes for which it was funded.

No Mortgaging or Charging of Facility Property

4.10. If the Recipient itself carries out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of Canada. Canada undertakes that its approval shall not be unreasonably withheld.

4.11 If a Sub-Agreement Holder is carrying out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall ensure that the Sub-Agreement Holder does not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of the Recipient.

5.0 ENVIRONMENTAL PROTECTION

5.1 The Recipient shall:


- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Project, if any, will remain minimal; and
- (b) ensure that all environmental protection measures, standards and rules relating to the Project established by competent authorities are respected.



6.0 OFFICIAL LANGUAGES

6.1 The Recipient shall:

- (a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages;
- (b) actively offer Project-related services in both official languages;
- (c) encourage members of both official language communities to participate in the Project; and
- (d) provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

Signatures		
RECIPIENT	RECIPIENT	 CANADA
DATE	DATE	MAR 21 2018 DATE

Animal Welfare Advisory Committee

Report

4th Meeting of the Animal Welfare Advisory Committee
April 5, 2018
Committee Room #4

Attendance PRESENT: W. Brown (Chair), K. Ashe, A. Cheng, H. de Hoog, A-M. Evans, M. Gelinias, A. Hayes, P. Lystar, M. Morris, E. Nicholas and H. Lysynski (Acting Secretary)

REGRETS: D. Simpson and M. Toplack

ALSO PRESENT: R. Oke

The meeting was called to order at 5:01 PM

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

2.1 5:00 PM - Mary Shepherd - Animals in Cars during the Summer Months

That a public awareness campaign, related to animals in cars, BE INCORPORATED into the 2018 Animal Welfare Advisory Committee Work Plan; it being noted the campaign would include some/all of the following:

- educating the public about not leaving animals in cars during the summer, even for a few minutes, including, but not limited to, a media blitz and getting information to all households;
- approaching the London Police Services Board, the OSPCA and the London Humane Society to determine their policies and practices;
- approaching Councillors and rescue agencies with a request to put the information on facebook and twitter; and,

getting the message out that an animal only has minutes if left in a hot car and immediate action is required;

it being noted hat the Animal Welfare Advisory Committee heard a verbal presentation from M. Shepherd, with respect to this matter.

3. Consent

3.1 3rd Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 3rd Report of the Animal Welfare Advisory Committee, from its meeting held on March 1, 2018 was received.

3.2 Municipal Council Resolution - Appointment of Members to the Animal Welfare Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on March 6, 2018 with respect to appointments to the Animal Welfare Advisory Committee was received.

4. Sub-Committees and Working Groups

4.1 Wildlife and Companion Animal Sub-Committee

That it BE NOTED that the Animal Welfare Advisory Committee heard a verbal presentation from W. Brown, Chair, Wildlife and Companion Animal Sub-Committee.

5. Items for Discussion

5.1 Beaver Lodge Discussion

That the actions relating to the beaver lodge destruction in West London BE REFERRED to the Wildlife and Companion Animals Sub-Committee to prepare questions for the upcoming delegations with respect to this matter.

5.2 Green Standards for Light Pollution and Bird Friendly Development Guidelines

That it BE NOTED that the Animal Welfare Advisory Committee heard a verbal presentation from W. Brown, with respect to the Green Standards for Light Pollution and Bird Friendly Development Guidelines that were presented at the Planning and Environment Committee on Tuesday, April 3, 2018 as a part of the 4th Report of the Environmental and Ecological Planning Advisory Committee (EEPAC), on behalf of the Animal Welfare Advisory Committee and the Advisory Committee on the Environment.

6. Deferred Matters/Additional Business

6.1 (ADDED) Animal Welfare Advisory Committee Terms of Reference

That the Animal Welfare Advisory Committee (AWAC) Terms of Reference BE PLACED on the next Agenda to allow the AWAC to review its composition.

7. Adjournment

The meeting adjourned at 6:15 PM.

Diversity, Inclusion and Anti-Oppression Advisory Committee

Report

5th Meeting of the Diversity, Inclusion & Anti-Oppression Advisory Committee
April 19, 2018
Committee Room #4

Attendance PRESENT: R. Hussain (Chair), A. Hamza, Z. Hashmi, S. Lewkowitz, M. Mlotha, L. Osbourne, M. Prefontaine and I. Silver and H. Lysynski (Acting Secretary)

ABSENT: F. Cassar, A-M. Sanchez and S. Sharma

ALSO PRESENT: T. Allott, F. Andrighetti, K. Husain, S. Khan, M. Sereda, A. Thorne and T. Wall

The meeting was called to order at 12:01 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Opening Ceremonies

2.1 Acknowledgement of Indigenous Lands

That it BE NOTED that the meeting was opened with an Acknowledgement of Indigenous Lands by R. Hussain.

2.2 Traditional Opening

That it BE NOTED that no traditional opening was received.

3. Scheduled Items

3.1 City of London Diversity Plan

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee received the attached presentation from S. Khan, Organization Development Specialist, with respect to the City of London Diversity Plan.

4. Consent

4.1 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on March 15, 2018 was received.

5. Sub-Committees and Working Groups

5.1 Education & Awareness Sub-Committee

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal presentation from L. Osbourne, Chair, Education and Awareness Sub-Committee, with respect to the activities of the Education and Awareness Sub-Committee.

5.2 Policy & Planning Sub-Committee

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee reviewed and received the attached Minutes and heard a verbal presentation from A. Hamza, Chair, Policy and Planning Sub-Committee, with respect to the Policy and Planning Sub-Committee meeting held on April 5, 2018.

5.3 Award & Recognitions Sub-Committee

That it BE NOTED that no report was received from the Awards and Recognitions Sub-Committee.

6. Items for Discussion

None.

7. Deferred Matters/Additional Business

7.1 (ADDED) Mayor's New Year's Honour List

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) held a general discussion with respect to an article in The London Free Press relating to the Accessibility Advisory Committee requesting an amendment to the Mayor's New Year's Honours List and the amendment not being undertaken.

7.2 (ADDED) Events

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee held a general discussion with respect to current community events and celebrations.

8. Adjournment

The meeting adjourned at 1:08 PM.

3.1

Workplace Diversity and Inclusion Plan Status Update (Sep 2016-March 2018)

Focus Area 1

Create a more diverse workforce, reflective of our community by:

- Maintaining proactive and responsive recruitment outreach activities which will attract a diverse population of potential employees to the Corporation.
- Ensuring recruitment and selection processes and systems are equitable and free from barriers.

Proposed Actions	Status
Develop a multi-year recruitment outreach plan with emphasis toward groups identified in the workforce census results. (attached - B)	Project Plan developed in 2016 Implementation: Employment Ambassador Program 2017-ongoing Poster sessions for agencies that support particular communities April 6: Indigenous Communities April 25: Foreign Trained Professionals and Newcomers/Immigrants May 25: Persons with Disabilities
Enhance the Career Opportunities page on London.ca to support applicants through the recruitment processes and highlight our inclusive work environment.	Underway 2018
Explore possible expansion of the current Internship Program to offer positions toward other focused groups.	Expansion of current internship program in 2016, to include two full time interns per year to complete accreditation for foreign trained professionals
Review and revise our recruitment outreach promotion materials to ensure they reflect our new Workplace Diversity and Inclusion language and programs.	Complete - review done by the Workplace Diversity and Inclusion Committee - recommendations provided to Talent Management Specialists for consideration upon next print of recruitment materials Recruitment promotional materials to be refreshed in 2018
Review the recruitment process through the lens of various dimensions of diversity to identify and resolve potential barriers.	2016-2017 – outside consultant Review provided, with Talent Manager for follow through
Provide ongoing resources to ensure recruitment staff stay skilled with diversity and inclusion practices.	Ongoing at Talent Management team meetings

3.1

Focus Area 2

Foster a more inclusive organizational culture by:

- Developing employee understanding and skill to help create an inclusive workplace.
- Creating workplace activities and systems to acknowledge and celebrate the diversity present in our workforce.
- Ensuring policies, systems, processes and practices are equitable, free from barriers and allow all employees to contribute to their full potential.
- Establishing structures to support the creation and operation of Employee Resource Groups.

Proposed Actions	Status
Identify what diversity and inclusion means to us and its value for the Corporation.	Complete - communicated to employees in the Workplace Diversity and Inclusion Plan booklet, New Employee Orientation and WD&I segment of the "It Starts With Me" training program being delivered to all employees
Identify skills sets which would help build an inclusive environment.	Training program on ICC developed, to be delivered to all employees to build inter-cultural competency and application to their duties Projected delivery to begin 2018
Identify inclusion skills sets in job postings and interview tools.	Under development
Revise existing or create new training and education programs and materials to build knowledge and skills.	Training program under development, to be delivered to all employees to build inter-cultural competency and application to their duties Projected delivery began 2017
Identify inclusion skills sets in employee performance systems.	Under development; to follow the completion of the ICC training to all staff.
Create a library of diversity and inclusion tools and resources for employees.	Complete – section created on the new Team London – with new City Hub July 2016
Launch a "Positive Space" campaign, to create LGBT resource people throughout the Corporation	Ongoing
Establish structures to profile employees celebrating their dimensions of diversity.	Established 2017
Expand the current multi-faith observance calendar to include cultural celebrations and other days of international recognition.	Complete - online calendar launched September 2015 which includes broader days of significance along with their explanation, as well as community events – paper calendars provided to areas without intranet access Renewed each year. Extra information being shared internally at HR and with SLT on days of cultural and religious significance for each month starting Jan 2018.
Establish a "Celebration Space" in city Hall for decorations to mark cultural celebrations and other days of international recognition.	Under review:
Provide information to employees of celebrations occurring within the city of London; particularly those hosted or supported by the Corporation.	Complete - featured in the online calendar noted above
Review existing employee policies and practices with a diversity lens to identify and resolve potential barriers.	All policies under review
Review the existing "Time Off For Religious Observance" guideline	Best practice research completed; guidelines created. 2017

3.1

Conduct regular reviews of the various Human Resources services through lens of various dimensions of diversity to identify and resolve potential barriers	Potential for 2018
Establish structures to support the creation and operation of Employee Resource Groups.	ERGs in operation for women in gender minority occupations, LGBT and employees with under 5 years' service

Other information:

- The City's Internship Program launched September 2013 has hosted 14 positions thus far, including 8 recent immigrants and 6 new graduates (Attached – C)
- The Talent Management team continues to participate in various recruitment outreach activities including job fairs and presentations at schools and events
- Youth: students were hosted in various co-op and school placements with the organization
- All Corporate job postings are sent directly to over 50 community organizations, many of which support people with employability challenges
- A member of the HR team is an Executive Member of the Ability First Coalition
- A member of the HR team provides support to DIAAC and its Policy & Planning Sub-Committee as well as Education sub-committee
- The Corporation maintains its standing as a Pride At Work Canada Partner and has participated in the Pride London Festival parade on an ongoing basis since 2015.
- The Corporation conducted a Workforce Census in Feb 2017.
- The corporation conducts Employee Demographic Surveys at all the Corporate Orientation Sessions.
- The Corporation hosted its first ever: International Women's Day event by UP! in 2017 March; and its first ever Black History Month event hosted by WDIC in Feb of 2018.
- The Corporation hosted OHRC (Ontario Human Rights Commission) in May of 2017 in the Southwestern Region Taking it Local program.
- The Corporation now has representation on the CCMARD Advisory Committee (Councillor Usher and Staff member)

Policy and Planning DIAAC Sub-committee Meeting Minutes

Date: April 5th, 2018

Time: 12pm - pm

Location: HR meeting room at City Hall

In Attendance: Aden Hamza, Rifat Hussain, Saleha Khan, Ian Silver and Kash Husain

Regrets: Terri Tomchick-Condon, Shawna Lewkowitz, and Anne-Marie Sanchez

1. CDIS Update

Continuing to plan for implementation.

2. Update on promoting/campaigning for diversity in upcoming election

None at this time. However, DIAAC will not be able to create a separate logo and must use the City's logo.

3.Update on Policy Review request

The motion has been put forward to request the list of policies which are under review which we believe will be put forward at the next Council meeting.

4. Update on reviewing language for potential Terms of Reference changes

Deferred.

5. Review workplan

The workplan from 2017 was reviewed and updated as needed. It was identified that the workplans for each sub-committee should also be completed

Action: Aden will update the workplan for 2018, including goals and priorities identified at the last meeting. To be completed and circulated prior to next sub-committee meeting. Aden will remind members of DIAAC sub-committee at next meeting that workplans need to be completed.

6. Other business

Saleha provided an update re: Equity & Inclusion Lens, it will be a tool to be applied to policies which should be completed by Fall 2018. Council has requested Gender Equity Lens remains an exclusive piece. Also, the administration will be reporting back on the use of a Gender Equity Lens. In addition, Saleha is in the midst of creating a proposal for an event in December focusing on intercultural competency, Equity & Inclusion and similar issues, and DIAAC could participate in planning this event. This would also be a good opportunity to showcase the work

5.2

of DIAAC, and educational opportunity to explain equity and inclusion. This event is for city staff and professionals from social services/NGOs in London.

Next Meeting: May 3rd, 2018 at 12pm

April 23, 2018

Chair & Members
Community & Protective Services Committee

Dear Councilors,

Re: Amendment to Uber By-law to clarify that it does not prohibit “reimbursement only” rides by disabled drivers

I attach relevant part of the City’s new “Uber By-law”. On its face it prohibits giving rides “in exchange for a fee or other consideration”. The only exception to this is for registered not for profit organizations who transport seniors or disabled people. A question has arisen as to whether volunteers who give rides are prohibited by the By-law from seeking reimbursement from passengers for their gas and reasonable expenses.

The fine for breaching the By-law is \$2,260.

There are disabled Londoners who want to volunteer by giving rides. But the By-law on its literal words puts them at risk of a huge fine – which they could never hope to pay on their modest disability benefits.

The medical community and the Ontario government strongly encourage disabled people to volunteer, if they are able. It gets them out of the house, away from focusing on their pain or illness. It also provides a sense of “giving back” to the community rather than feeling like a drain on society. Volunteering is extremely good for the health and quality of life of disabled Londoners. We believe that London City Council would feel the same way.

We are told by City staff that the By-law does not, in fact, prohibit “reimbursement-only” rides because the By-law is derived from the City’s authority, pursuant to the Ontario Municipal Act, to regulate businesses. Staff say that volunteers recovering reimbursement only are not operating a business, so the City has no legal authority to regulate them.

The problem is that because the fine is so large, and because the By-law doesn’t actually say that volunteers are excluded, this is a powerful deterrent to disabled volunteers – who cannot afford the risk of incurring a ruinous fine.

Market Tower, Suite 507 - 151 Dundas St., London, ON N6A 5R7 (519) 438.2890 Fax (519) 438.3145 nlsim.com

We would ask, therefore, that an amendment be added to the By-law to make it crystal clear that volunteers can give rides and recover their reasonable operating costs without concern. This will clear the way for these disabled volunteers.

We would suggest adding an Exception along the lines of that in the statutorily mandated Ontario Automobile Policy, which says:

1.8.1 General Exclusion

We don't consider the following as situations involving carrying paying passengers:

Reimbursing volunteer drivers for their reasonable driving expenses, including as, vehicle wear and tear and meals.

We would be very grateful if Council would add a similar Exception to the Uber By-law.

A key need is, for example, for rides to medical appointments, particularly where the patient is unable to travel by taxi after the appointment – such as due to having had a general anesthetic, such as colonoscopies. In those cases “for profit” rides apparently cost around \$70. Volunteers provide a badly needed affordable service to these patients.

It is not unexpected that new By-laws should be refined as time passes and this sort of amendment is no reflection on the By-law. It is just a sensible adjustment.

We appreciate the opportunity to raise this serious problem with you.

Yours truly,

Bonnie Quesnel
Board Chair

Jeff Schlemmer
Executive Director

Vehicle for Hire By-law L.-130-71

1.1 “Vehicle for Hire” means a motor vehicle that is conveying or available for conveying one or more persons in exchange for a fee or other consideration and includes without limitation a Cab, Accessible Cab, Limousine, Private Vehicle for Hire and Accessible Private Vehicle for Hire;

Exception:

3.1 g) a motor vehicle used by not for profit organizations registered in the province of Ontario for the purposes of transporting senior citizens or Persons with Disabilities;

Ontario Automobile Policy

(OAP 1)

Owner's Policy

*Approved by the
Superintendent of Financial Services
for use as the standard Owner's Policy
on or after June 01, 2016.*

**This Booklet includes
several approved
Ontario Policy
Change Forms**

1.7.3 How We Can Cancel for Non-payment of Premium

In case of non-payment of premium, we may give you a notice in writing. We must give you ten days notice if we deliver the notice in person, or 30 days notice by sending the notice by registered mail to your last known address. The 30-day period starts on the second day after we mail the registered letter. The notice will inform you that you have until noon of the business day before the last day of the notice period to pay the arrears, plus an administration fee, failing which the policy will automatically be cancelled effective at 12:01 a.m. on the last day of the notice period. If you pay the arrears and the administration fee in time, then your policy will not be cancelled.

But if we have already given you two notices of non-payment of premium during the term of your policy and a non-payment occurs again, we don't have to give you another notice under this section; instead we may cancel your policy as described in section 1.7.4.

1.7.4 How We Can Cancel for Repeated Non-payment or Other Reasons

If we cancel your insurance for non-payment of premium because we have already given you two notices during the term of your policy as described in section 1.7.3, or if we cancel for any other reason, we will notify you in writing. We must give you five days notice if we deliver the notice of cancellation in person, or 15 days notice by sending the notice of cancellation by registered mail to your last known address. The 15-day period starts on the second day after we mail the registered letter. If the notice was given because we have already given you two notices of non-payment during the term of your policy as described in section 1.7.3, we are under no obligation to accept a late payment or to keep the policy in force after the effective date of cancellation.

1.8 Who and What We Won't Cover

1.8.1 General Exclusion

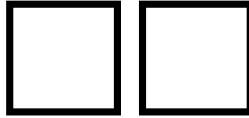
Except for certain **Accident Benefits** coverage, there is no coverage under this policy if:

- the automobile is used to carry explosives or radioactive material; or
- the automobile is used as a taxicab, bus, a sightseeing conveyance or to carry paying passengers. However, we don't consider the following as situations involving carrying paying passengers:
 - giving a ride to someone in return for a ride,
 - sharing the cost of an occasional trip with others in the automobile,
 - carrying a domestic worker hired by you or your spouse,
 - occasionally carrying children to or from school activities that are conducted within the educational program,
 - carrying current or prospective clients and customers, or
 - reimbursing volunteer drivers for their reasonable driving expenses, including gas, vehicle wear and tear and meals.

1.8.2 Excluded Drivers and Driving Without Permission

Except for certain **Accident Benefits** coverage, there is no coverage (including coverage for occupants) under this policy if the automobile is used or operated by a person in possession of the automobile without the owner's consent or is driven by a person named as an excluded driver of the automobile policy or a person who, at the time he or she willingly becomes an occupant of an automobile, knows or ought reasonably to know that the automobile is being used or operated by a person in possession of the automobile without the owner's consent.

Except for certain **Accident Benefits** coverage, there is no coverage under this policy for a person who, at the time he or she willingly becomes an occupant of an automobile, knows or ought reasonably to know that the automobile is being used or operated by a person in possession of the automobile without the owner's consent.



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MAY 1, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	ADULT LIVE ENTERTAINMENT PARLOUR LOCATION SUBSTITUTION REQUEST PUBLIC PARTICIPATION MEETING

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, in response to an application made under the Business Licensing By-law L.-131-16 for substituting an existing licenced Adult Live Entertainment Parlour location at 2010 Dundas Street (operating as Golddiggers) to a proposed location at 802 Exeter Road, the submission from the Licence Manager **BE RECEIVED** noting that City Council shall make the final decision whether or not to amend the By-law.

BACKGROUND

The Business Licensing By-law L-131-16 (Schedule 3, Part 9) provides that Council may consider applications to substitute a new location for an existing location for a licenced Adult Live Entertainment Parlour. The Licence Manager shall circulate the application and submit comments to the CPSC. Council shall make the final decision on whether or not to amend the By-law.

The Licensing Office has received an application for substitution from an existing licenced Adult Live Entertainment Parlour location at 2010 Dundas Street (operating as Golddiggers) to a proposed location at 802 Exeter Road. The existing location at 2010 Dundas has been licensed since 1988 for an Adult Live Entertainment Parlour.

The Business Licensing By-law contains the following locational criteria for new Adult Live Entertainment Parlours:

- not to be located on lands zoned Residential including in combination with a compound zone;
- not to be located within 100 metres of lands zoned Residential including in combination with a compound zone;
- not to be located within 100 metres of the premises of a school, daycare centre or place of worship existing on the date of the request for an amendment.

The subject location at 802 Exeter Road complies with the above locational criteria. The subject property contains a commercial building having a licensed Adult Entertainment Body Rub Parlour (since 1999) and vacant commercial space formerly containing a restaurant. The subject property is surrounded by hotel/motel land uses to the north/east/south. An operating restaurant is located to the immediate west.

Notification was provided to every owner of land within 120 metres of 802 Exeter Road. Twenty eight responses were received in the form of letters, phone calls, emails and an objection form letter. All responses were in opposition to the application for a location substitution. The comments can be summarized into the following themes:

- not a suitable use for a gateway into London
- subject location surrounding by hotels/motels often hosting youth sports teams, religious groups and frequent travellers

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- use will jeopardize the comfort and safety of valued guests
- use will encourage human trafficking given the proximity of numerous accommodation businesses
- location is contradictory to the partnerships between local hotels and the London Police Service and the Ontario Provincial Police in an effort to address human trafficking
- increased noise and traffic
- these types of uses should be better addressed in local planning documents
- negative impact on family friendly adjacent restaurant

Notification was also provided to partner agencies including London Police Service, London Fire Department, Middlesex London Health Unit, and the Alcohol and Gaming Commission of Ontario. The London Police Service responded that licensing of these businesses is a municipal function.

CONCLUSION

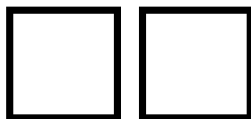
An application was received to substitute an existing licenced Adult Live Entertainment Parlour at 2010 Dundas Street (operating as Golddiggers) to a proposed location at 802 Exeter Road. The proposed location meets the locational criteria of the Business Licensing By-law. This report summarizes the public comments received in response to the application circulation. City Council shall make the final decision on whether or not to amend the By-law.

City Council may approve the application causing the current licensed location to be deleted from the By-law Schedule and the proposed location being added to the By-law Schedule (a draft amendment is included with this report should CPSC make this recommendation to Coucil). Alternatively, City Council may refuse the application resulting in no changes to the existing By-law Schedules (current location at 2010 Dundas remains licensed).

PREPARED BY:	RECOMMENDED BY:
O. KATOLYK, MLEO (C) RPP CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

Attach.

Y:\Shared\building\Rep&Recs\2018\2018-05-01 - CPSC - Adult Live Entertainment Parlour Location Substitution Request.docx



Bill No.
2018

By-law No. L.-131()- _____

A by-law to amend By-law No. L.-131-16, as amended, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses” to provide for the deletion of an Adult Live Entertainment Parlour location at 2010 Dundas Street and to substitute it with a new Adult Live Entertainment Parlour location at 802 Exeter Road.

WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. L.-131-16, as amended, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses” to provide for the deletion of an Adult Live Entertainment Parlour location at 2010 Dundas Street and to substitute it with a new Adult Live Entertainment Parlour location at 802 Exeter Road;

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

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

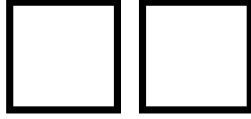
1. The Business Licensing By-law No. L.-131-16, as amended, is hereby further amended by deleting “Schedule 3A, Adult Live Entertainment Parlour Locations, Municipal Address: 2010 Dundas Street, Map 3” in its entirety and by replacing it with the attached “Schedule 3A, Adult Live Entertainment Parlour Locations, Municipal Address: 802 Exeter Road, Map 3”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 8, 2018.

Matt Brown
Mayor

Catharine Saunders


City Clerk





SCHEDULE 3A
ADULT LIVE ENTERTAINMENT PARLOUR LOCATIONS

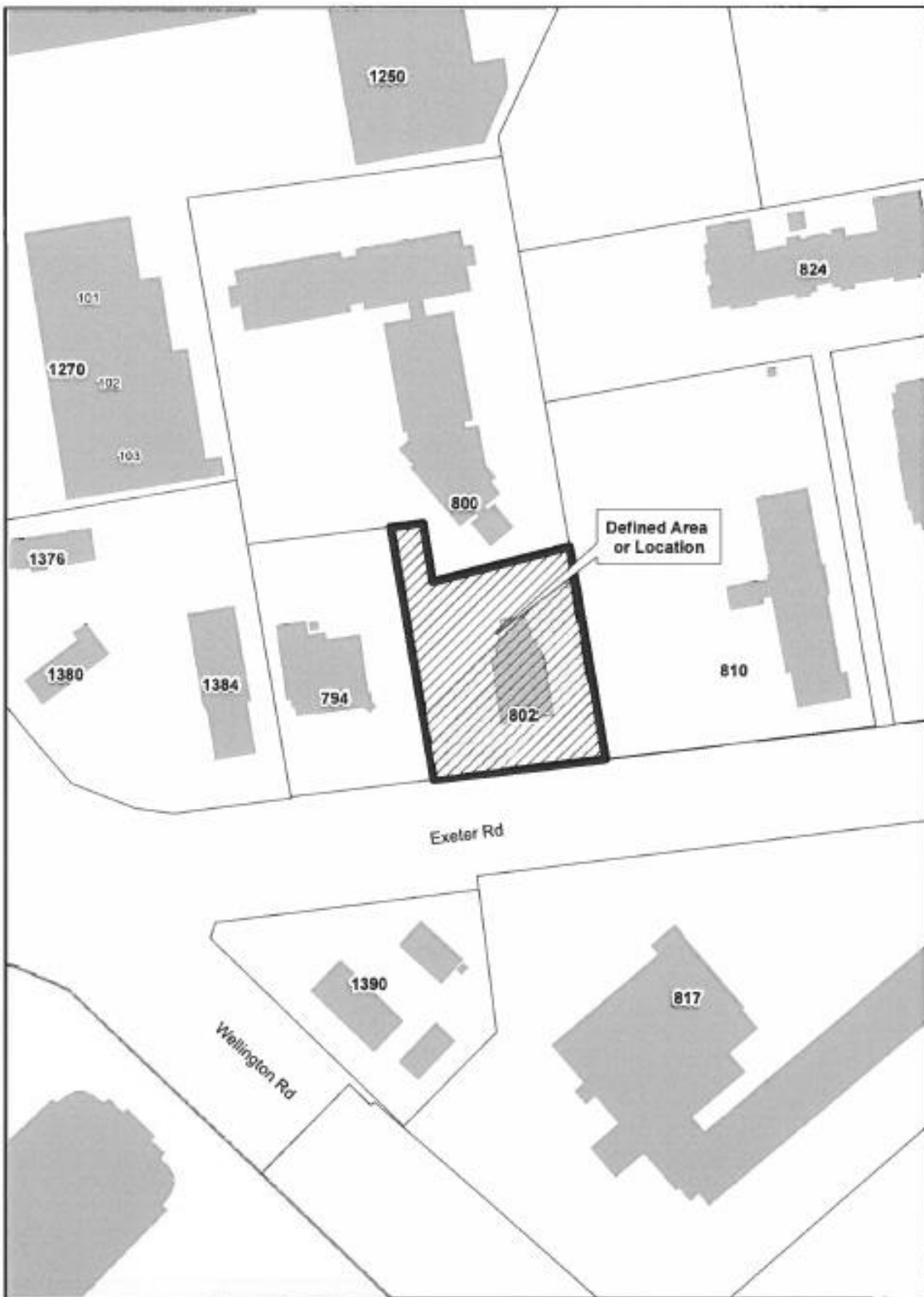
MUNICIPAL ADDRESS: 802 Exeter Road

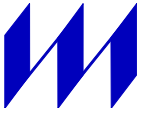
MAP 5

 Defined Area or Location









**WESTON
CONSULTING**

planning + urban design

Corporation of the City of London
P.O. Box 5035
300 Dufferin Avenue
London, ON
N6A 4L9

April 13, 2018
File 8993

Attn: License Manager, Development & Compliance Services

**Re: Planning Review of Adult Live Entertainment Parlour Relocation Proposal
Golddiggers Adult Nightclub
City of London**

Weston Consulting has been retained by the TownePlace Suites by Marriott located at 800 Exeter Road, the Southside Family Restaurant located at 794 Exeter Road and the Quality Inn & Suites located at 1120 Dearness Drive in the City of London to provide land use planning assistance regarding the proposed relocation of the Golddiggers Adult Nightclub. An Application has been submitted by the owners of Golddiggers to relocate their establishment to 802 Exeter Road (the “subject site”) from 2010 Dundas Street.

The Business Licensing By-law L-131-16 states that Council may provide consideration for applications seeking a new location for an existing licensed Adult Live Entertainment Parlour. This letter provides a contextual analysis and cites examples throughout various municipalities. Based on our analysis, this letter provides our professional planning opinion regarding the relocation of the Golddiggers operation to Exeter Road.

Description of the Subject Area

The subject site is located on Exeter Road, east of Wellington Road in the White Oaks community in the City of London. This area is characterized by a range of commercial uses and several hotels, including the TownePlace Suites by Marriott and the Southside Family Restaurant. Light industrial uses are located further to the north of the subject site, separate from the commercial uses. A residential community is located to the west, within a few hundred metres of the subject site. Exeter Road acts as an entry to the commercial uses of the White Oaks community.

The subject site is currently occupied by a restaurant and associated surface parking areas. The subject site is located directly in front of the TownePlace Suites hotel, and the two uses share a pedestrian and vehicular entrance off of Exeter Road. Also abutting the subject site is the Southside Grill, a family-friendly restaurant, and the Motel 6 London. These establishments host

a wide range of patrons, regularly including children and families, as well as conferences and youth sporting events for the community. TownePlace Suites, in particular, offers long term stay accommodations with in-suite culinary facilities and laundry service. This configuration is very similar to apartments and the residential dwellings west of Wellington Rd. An Adult Live Entertainment Parlour in vicinity of these uses would severely compromise the viability of these established community businesses.

With the present site configuration, customers of the hotels and restaurant would be sharing a driveway access from Exeter Road, and possibly parking areas with the proposed Adult Nightclub. The subject site also screens the hotel from the street by virtue of its location directly in front of the hotel.



Figure 1: Aerial Photo of the Subject Area

Land Use Planning Context

The subject site and surrounding area are designated 'New Format Regional Commercial Node' by the City of London Official Plan. This commercial designation is intended to provide for a wide range of commercial uses which meet specialized service and comparison shopping needs. The surrounding area specializes in providing hotel accommodations and retail services that support the many hotel establishments, such as restaurants and gas stations.

The City of London Zoning By-law No. Z-1 zones the subject site 'HS – Highway Service Commercial Zone', with the surrounding lands zoned either 'HS – Highway Service Commercial Zone', 'ASA – Associated Shopping Area Commercial Zone' or 'RSC – Restricted Service Commercial Zone'. Adult entertainment parlours are not clearly defined in the By-law, and are not explicitly permitted or prohibited in any of these zones or any zone established by the By-law.

The relocation of the adult entertainment parlour is permitted through Schedule 3 of the Business Licensing By-law L.-131-16, which allows Council to consider applications to amend Schedule 3A of the By-law to delete, add or substitute a location for a new adult entertainment parlour. This By-law stipulates that the adult entertainment parlour shall not be located on lands zoned *Residential* or within 100 metres of lands zoned *Residential* or containing sensitive uses including schools, daycares or places of worship. The intent of this separation is to protect and limit negative impacts on sensitive uses.

As we noted in our analysis above, the subject site is immediately surrounded by multiple hotel uses, some of which include extended stay to support the growing Business Sector in the City of London.

Location Analysis

City of London

There are currently four (4) properties in the City of London on which adult entertainment parlours are permitted. These locations are defined in Schedule 3A of the Business Licensing By-law L.-131-16. The permitted locations and associated zoning as specified by Zoning By-law No. Z.-1 is as follows:

- 219-221 Dundas Street
 - *Downtown Area (DA) Zone*
- 624 York Street
 - *Restricted Service Commercial (RSC) Zone*
- 2010 Dundas Street
 - *Associated Shopping Area Commercial (ASA) Zone*
- 2190 Dundas Street
 - *Highway Service Commercial (HS) Zone*
 - *Restricted Service Commercial (RSC) Zone*

The existing adult entertainment parlours located within London are situated in zones that permit commercial uses, which is unusual in comparison to other municipalities which typically only permit adult entertainment uses in employment or industrial areas. The adult entertainment use is permitted on these above-listed properties despite the Zoning By-law not specifically permitting the use. This is in contrast to other municipalities across the southern Ontario region where adult entertainment uses are more strictly regulated.

Town of Aurora

The Town of Aurora Official Plan permits adult entertainment uses on lands designated *Employment Areas* subject to the following policy requirements:

- Site specific rezoning to permit the proposed use;

- Adequate separation distances from residential areas, and institutional and recreational facilities;
- Minimum setback of 800 metres from any other adult entertainment use;
- Licensing By-law required to ensure adequate separation distances from, and minimal impacts on, adjacent uses.

The Town's Zoning By-law does not contain any definitions or regulations pertaining to adult entertainment uses. However, the Town does have a Licensing By-law that sets out a detailed set of regulations and procedures for adult entertainment uses including:

- Adult entertainment parlours not permitted on lands abutting specified roads (for example Yonge Street, Bayview Avenue);
- Minimum setback of 270 metres from Highway 404, residential zones, schools, churches, public parks, open space or day nurseries;
- Minimum setback of 170 metres from any land zoned *Industrial M1*;
- The adult entertainment use must be the sole use on the lot;
- Permitted hours of operation 2:00 pm to 1:00 am;
- Maximum of 2 adult entertainment parlours permitted in the Town;
- Prohibited on lands that are not connected to full municipal services.

Town of Halton Hills

In 2003, the Town of Halton Hills passed an Interim Control By-law to prohibit new adult entertainment uses for a period of one year and initiated an Adult Entertainment Study. Ultimately, the Town's Adult Entertainment Study led to amendments to the Official Plan and Zoning By-law and the passage of a Licensing By-law.

The Town's Official Plan contains a series of detailed policies to regulate a range of adult entertainment uses including:

- Permitting adult specialty stores in certain designations including the *Downtown Core Sub Area, Major Commercial Sub Area, Secondary Commercial Sub Area, and Mixed-Use Sub Area*;
- Adult entertainment parlours and body rub parlours are permitted in the *General Employment Area* designation subject to setbacks from certain roads;
- A rezoning is required to establish new adult entertainment parlours;
- Adult entertainment establishments must be the only use on the lot and setback a minimum of 800 metres from any other similar use;
- Body rub parlours are to be permitted as of right in the Zoning By-law but must be setback a minimum of 500 metres from other body rub parlours and must not occupy more than 15% of the total floor area (or 150 square metres whichever is less) of multiple unit buildings;
- Policy requiring Licensing By-law.

The Town is currently undertaking an update to their Zoning By-law and is considering other specific restrictions including:

- Adult entertainment uses are not permitted as a home occupation or cottage industry;
- Parking requirement for an adult entertainment parlour is one space for every 5.8 square metres;
- Parking requirement for an adult specialty store or adult video store is one space for every 20 square metres;
- Adult specialty stores are to be permitted in certain zones in compliance with the Official Plan.

Town of Oakville

The Oakville Official Plan allows adult entertainment establishments on lands designated *Light Employment*. The Town Zoning By-law permits such uses on lands zoned *Employment E1* and *E2* but prohibits adult entertainment establishments abutting highway corridors. However, these uses must be setback a minimum of 800 metres from any *Residential* zone, must be the only use on a particular lot and the parking requirement is one space for every 18 square metres. In 2006, the Town of Oakville passed a Licensing By-law to regulate and govern adult entertainment establishments through a series of requirements including:

- Registration of 'Attendants', as defined, required;
- Licensing fees range from \$1,650 to \$3,300;
- Owners of establishments must inform a Town Licensing Commissioner of intended hours of operation;
- Maximum number of licenses is two;
- Specified areas where uses are permitted are identified on maps attached to the Licensing By-law.

City of Mississauga

The Mississauga Official Plan contains no policies relating to adult entertainment uses. The Mississauga Zoning By-law permits adult entertainment establishments, adult video stores and body rub establishments on lands zoned *Employment E2* and *Industrial E3*. In addition, the Zoning By-law requires a minimum setback of 800 metres from any *Residential* zones.

The City of Mississauga also has an Adult Entertainment Establishments Licensing By-law which regulates adult entertainment businesses, body rub businesses, adult book stores and adult video stores. The Licensing By-law defines a range of uses and sets out very specific requirements for business applications, use restrictions, operation and employee requirements, and fees including the following:

- Licensing fees range from \$180.00 to \$5,370.00;
- Permitted hours of operation noon to 2:00 am, and 4:00 pm to 2:00 am on Sundays;

- The maximum number of licenses permitted for issuance are 9 for adult entertainment businesses, 14 for body rub businesses and 6 for adult video stores.

Summary

The following is a short summary of the common policies and regulations in the Official Plans and Zoning By-laws reviewed:

- Definitions in Zoning By-laws normally include adult entertainment parlour use or establishment, body rub parlour and adult video store, and other definitions that are incidental to these uses. However, some municipalities will only define an adult entertainment establishment, use or parlour;
- Many Official Plans and Zoning By-laws will specifically exclude adult entertainment uses in the definitions of other non-related uses (e.g. Place of Entertainment);
- The Official Plans of most municipalities typically only permit adult entertainment uses in industrial or employment designations;
- Some municipalities will identify areas and criteria for uses through the Official Plan, but require site-specific rezoning to establish any new uses. In most cases, uses are directed to locate in industrial or employment areas/zones;
- Some municipalities have taken a 'tiered' approach based on the type of adult entertainment use. For example, adult video stores may be permitted as-of-right in certain zones but adult entertainment parlours may only be permitted through a site-specific Zoning By-law Amendment;
- Separation distances between adult entertainment establishments and 'sensitive land uses' or zones of between 170 metres and 1000 metres are common. Sensitive land uses can include residential zones, institutional uses, public parks, day care facilities, etc.;
- Parking regulations for adult entertainment parlours are generally similar to restaurant requirements. However, a range of standards and methods of calculation (floor area vs. capacity), are used;
- Other restrictions include minimum parking area setbacks from street lines, mezzanines prohibited, use is prohibited if lot is not connected to full municipal services, and accessory uses not permitted; and,
- Landscaping and signage requirements may be included but standards vary.

Land Use Planning Opinion

The lack of specific definitions, policies and regulations in the existing Official Plan and Zoning By-laws contribute to confusion in interpreting where these types of establishments should be located. The subject site is located in a commercial area which is highly visible to the general population, and visitors to the City of London with its prominent location along Highway 401. The subject site is directly adjacent to the TownePlace Suites hotel which accommodates long-term stays of 30 days or more, essentially functioning as a residence with full kitchen facilities in each room. The TownePlace Suites is also the host hotel to many city-wide events with children and families staying in the hotel, as well as hosts of youth sporting teams staying in London during

sporting tournaments. The subject site also abuts to the Southside Family Restaurant, a family focused restaurant. The anticipated adverse effects of this proposed relocation include the following:

- Loss of enjoyment of existing use of property on the part of the adjacent land owners;
- Interference with normal conduct of business for the adjacent business operators; and
- Discomfort to the nearby landowners and many visitors to this highly visible area.

As evidenced by the way in which other municipalities regulate adult entertainment parlours, such establishments are best suited for employment or industrial areas which have less contact and visibility to the general public. Although the Business Licensing By-law L.-131-16 permits Council to relocate the Golddiggers adult live entertainment parlour by adding or substituting a new location within the Licensing By-law, the impact of the relocation should be thoroughly assessed to determine any adverse impacts that may result. Relocation without this analysis would have significant impacts on established business operations. It is therefore recommended that the City do not approve the requested relocation. Further, it is recommended that an amendment to the Zoning By-law for the establishment of a new adult entertainment use in order to adequately assess its impact on surrounding uses and to allow the public sufficient opportunity to participate in the process. This method of determining locations for adult entertainment uses is used by other municipalities such as the Town of Aurora and the Town of Halton Hills.

Should you have any questions regarding the contents of the list letter, please do not hesitate to contact the undersigned at extension 266.

Yours truly,

Weston Consulting

Per:



Martin Quarcoopome, BES, MCIP, RPP
Associate

cc: Anil Taneja, Palm Holdings;
Brendon Ainscow, TownePlace Suites by Marriot London;
John Giannopoulos, Southside Family Restaurant; and
James Golden, Quality Inn & Suites London.

Childcare Advisory Committee

Report

2nd Meeting of the Childcare Advisory Committee
April 10, 2018
Committee Room #4

Attendance PRESENT: D. Gordon (Chair), S. Carter, B. Jackson, J. Keens,
S. McKee and J. Rinker and J. Bunn (Acting Secretary)

ABSENT: T. Blaney, N. Elhayek, and A. Ryan

ALSO PRESENT: J. Frederick and A. Rae

The meeting was called to order at 1:30 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Chair and Vice Chair for the term ending November 30, 2018

That it BE NOTED that the Childcare Advisory Committee elected D. Gordon and J. Keens as Chair and Vice Chair, respectively, for the term ending November 30, 2018.

2. Scheduled Items

None.

3. Consent

3.1 3rd and 1st Reports of the Childcare Advisory Committee

That it BE NOTED that the 3rd and 1st Reports of the Childcare Advisory Committee, from the meetings held on October 3, 2017 and January 16, 2018, respectively, were received.

3.2 Municipal Council Resolution - Appointment to the Childcare Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on November 14, 2017, with respect to the appointment of J. Fredericks as a Non-Voting Representative from the Middlesex-London Health Unit to the Childcare Advisory Committee, was received.

3.3 Resignation - C. Wagg

That the letter of resignation from the Childcare Advisory Committee, dated October 4, 2017, from C. Wagg, BE RECEIVED.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 City of London Update

That it BE NOTED that the attached Childcare Subsidy Application and Placement Statistics and Licensed Spaces and Vacancies at City of London Child Care Subsidy Sites Statistics from A. Rae, Manager, Childrens Services, were received.

5.2 Thames Valley District School Board Update

That it BE NOTED that the attached Media Release, submitted by H. Gerrits, Thames Valley District School Board (TVDSB), with respect to Child Care Centres, EarlyON and Family Centres in TVDSB schools, was received.

5.3 London District Catholic School Board Update

That it BE NOTED that no update was received with respect to the London District Catholic School Board, as there was no update available at the time of the meeting.

5.4 Licensed Child Care Network Update

That it BE NOTED that a verbal update from B. Jackson with respect to the Licensed Child Care Network, was received.

5.5 Services for Special Needs Update

That it BE NOTED that no update was received with respect to services for children with special needs, as the representative was not in attendance.

5.6 Indigenous-led Child Care and Family Centres Update

That it BE NOTED that the attached update on Indigenous-led Child Care and Family Centres, submitted by J. Keens, was received.

5.7 2017 Work Plan Review

That the attached 2017 Childcare Advisory Committee Work Plan Summary BE FORWARDED to the Municipal Council for their information.

5.8 2018 Work Plan

That the revised attached 2018 Work Plan for the Childcare Advisory Committee BE FORWARDED to the Municipal Council for consideration.

5.9 Adopt a Councillor 2018

That it BE NOTED that the Childcare Advisory Committee held a general discussion with respect to the Adopt a Councillor project.

6. Deferred Matters/Additional Business

None.

7. Adjournment

The meeting adjourned at 2:55 PM.

2018 Child Subsidy Application and Placement Stats													
	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Average
# paid child placements	3,135	3,125											3,130
# of applications	144	103											124
# of ineligible applications	16	8											12
% ineligible	11.1%	7.8%											9.7%
# of children on wait list...beginning of month	164	189											177
# of wait list placements	87	0											0
OW Placements into DNA due to Earnings or OSAP	5	1											3
Emergency Placements due to Professional Referrals for immediate care	3	1											2
2017 Child Subsidy Application and Placement Stats													
	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Average
# paid child placements	2,891	2,804	2,960	2,926	2,879	2,925	2,980	2,916	3,225	2,962	3,058	3,056	2,965
# of applications	102	139	144	144	146	181	135	200	161	109	112	66	137
# of ineligible applications	19	35	36	27	34	36	39	42	28	16	3	12	27
% ineligible	18.6%	25.2%	25.0%	18.8%	23.3%	19.9%	28.9%	21.0%	17.4%	14.7%	2.7%	18.2%	20.0%
# of children on wait list...beginning of month	167	180	208	205	231	207	206	206	261	218	191	161	203
# of wait list placements	0	79	59	118	84	80	137	101	125	96	157	0	104
OW Placements into DNA due to Earnings or OSAP	4	5	0	1	7	8	4	4	8	5	2	2	4
Emergency Placements due to Professional Referrals for immediate care	5	6	5	5	6	4	1	2	1	1	0	0	3
2016 Child Subsidy Application and Placement Stats													
	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Average
# paid child placements	2,639	2,724	2,841	2,839	2,774	2,817	2,795	2,726	3,058	2,776	2,900	2,833	2,810
# of applications	113	118	153	125	109	121	81	191	181	103	101	123	127
# of ineligible applications	22	24	35	30	22	38	24	45	30	24	10	27	28
% ineligible	19.5%	20.3%	22.9%	24.0%	20.2%	31.4%	29.6%	23.6%	16.6%	23.3%	9.9%	22.0%	21.8%
# of children on wait list...beginning of month	370	292	163	194	164	127	145	139	293	200	178	163	202
# of wait list placements	260	0	148	0	101	0	114	0	168	106	0	91	64
OW Placements into DNA due to Earnings or OSAP	4	4	6	N/A	7	8	4	3	10	1	2	0	4
Emergency Placements due to Professional Referrals for immediate care	3	0	0	1	3	1	1	3	1	0	1	0	1

Licensed Spaces and Vacancies as Reported - City of London Child Care Subsidy Sites

*From September onwards, changes in the children's age categories took place.

	Infant			Toddler			Presch			Kindergarten/Primary-Junior/Junior SA			Totals		
	L	V	% Use	L	V	% Use	L	V	% Use	L	V	% Use	L	V	% Use
Sep 2016	509	16	96.9%	1,190	120	89.9%	2,662	310	88.4%	6,661	946	85.8%	11,022	1,392	87.4%
Oct 2016	509	16	96.9%	1,190	120	89.9%	2,662	310	88.4%	6,764	791	88.3%	11,125	1,237	88.9%
Nov 2016	509	15	97.1%	1,190	104	91.3%	2,662	257	90.3%	6,764	916	86.5%	11,125	1,292	88.4%
Dec 2016	509	14	97.2%	1,190	77	93.5%	2,662	298	88.8%	6,764	937	86.1%	11,125	1,326	88.1%
Jan 2017	509	15	97.1%	1,190	91	92.4%	2,662	271	89.8%	6,764	959	85.8%	11,125	1,336	88.0%
Feb 2017	509	18	96.5%	1,190	82	93.1%	2,662	209	92.1%	6,764	1,096	83.8%	11,125	1,405	87.4%
Mar 2017	515	18	96.5%	1,200	91	92.4%	2,678	152	94.3%	6,764	1,100	83.7%	11,157	1,361	87.8%
Apr 2017	515	34	93.4%	1,200	103	91.4%	2,694	204	92.4%	6,764	1,084	84.0%	11,173	1,425	87.2%
May 2017	515	44	91.5%	1,210	98	91.9%	2,694	122	95.5%	6,789	1,099	83.8%	11,208	1,363	87.8%
Jun 2017	515	40	92.2%	1,210	95	92.1%	2,694	167	93.8%	6,789	1,576	76.8%	11,208	1,878	83.2%
Jul 2017	515	33	93.6%	1,210	121	90.0%	2,694	121	95.5%	6,789	1,508	77.8%	11,208	1,783	84.1%
Aug 2017	525	34	93.5%	1,240	136	89.0%	2,750	206	92.5%	6,871	1,314*	80.9%	11,386	1,690*	85.2%
Sep 2017	525	38	92.8%	1,240	145	88.3%	2,750	335	87.8%	6,983	1,107*	84.1%	11,498	1,625*	85.9%
Oct 2017	525	41	92.2%	1,240	119	90.4%	2,750	238	91.3%	6,893	1,493	78.3%	11,498	1,891	83.6%
Nov 2017	535	29	94.6%	1,270	118	90.7%	2,798	209	92.5%	7,095	1,540	78.3%	11,698	1,896	83.8%
Dec 2017	535	32	94.0%	1,270	93	92.7%	2,798	158	94.4%	7,095	1,532	78.4%	11,698	1,815	84.5%
Jan 2018	535	45	91.6%	1,270	139	89.1%	2,798	196	93.0%	7,095	1,618	77.2%	11,698	1,998	82.9%
Feb 2018	535	25	95.3%	1,270	100	92.1%	2,750	170	93.8%	7,095	1,625	77.1%	11,650	1,920	83.5%

* The reason found for these outliers is that LSAP for both English and French does not have vacancy data in the report. I have added 700 to Aug and Sep.vacancies in order to normalize the data trend.



MEDIA RELEASE

www.tvdsb.ca

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TVDSB to open more child care centres and EarlyON Child and Family Centres

More than 300 licensed child care spaces for families are slated for construction at Thames Valley schools as part of a \$1.6-billion investment by the Ministry of Education over the next five years to increase access for 100,000 more children birth – 4 years in licensed child care spaces across Ontario.

In addition to creating access to thousands of new licensed child care spaces across the province, the Ministry of Education is also investing funding to support the creation of 100 additional EarlyON Child and Family Centre locations over the next three years.

As part of the Ministry's "schools-first" approach to building child care centres and child and family centres in schools, TVDSB has been approved for funding to build new child care centres and EarlyON Child and Family Centres at the following schools:

River Heights Public School, Dorchester: This \$3.75-million project includes child care spaces for 10 infants, 30 toddlers, and 48 preschoolers. The project will also include an EarlyON Child and Family Centre, where families will benefit from programs and services that promote early learning and development, provide information about other community programs/services and referrals to specialized services. Children will have access to play and inquiry-based learning opportunities. Both the child care centre and EarlyON Child and Family Centre are anticipated to open by September 2019. The operator(s)' contact information will be provided as it becomes available at www.tvdsb.ca/childcare

Aldborough Public School, Rodney: This \$3.1-million project includes child care spaces for 10 infants, 15 toddlers, and 24 preschoolers. The project will also include an EarlyON Child and Family Centre, where families will benefit from programs and services that promote early learning and development and provide referrals to specialized services. Children will have access to play and inquiry-based learning opportunities. Both the child care centre and EarlyON Child and Family Centre are anticipated to open by September 2019. The operator(s)' contact information will be provided as it becomes available at www.tvdsb.ca/childcare

Algonquin Public School, Woodstock: This \$1-million project includes child care spaces for 10 infants and 24 preschoolers as an addition to the existing Good Beginnings Day Nursery – Algonquin Child Care. The child care centre is anticipated to open in the 2019-20 school year.

Harrisfield Public School, Ingersoll: This \$1.5-million project includes child care spaces for 10 infants, 15 toddlers, and 24 preschoolers. The child care centre is anticipated to open in the 2019-20 school year. The operator(s)' contact information will be provided as it becomes available at www.tvdsb.ca/childcare

New Southeast London Public School, London: MPP Deb Matthew's recent announcement of funding for a new southeast London school included funding to build a child care centre for 88 children. More information will be posted as it becomes available at www.tvdsb.ca/childcare

In Ontario, Consolidated Municipal Service Managers (CMSM) are the designated service system managers responsible for managing child care and EarlyON Child and Family Centres across the province. The CMSMs in the County of Oxford, St. Thomas-Elgin County, and London-Middlesex County determine the best geographical locations for families to access licensed child care and EarlyON Child and Family Centres.

Collaboratively with the CMSMs, we will continue to provide families with a seamless experience by striving to increase access to child care, before- and after-school programs, EarlyON Child and Family Centres and elementary school together in one community facility.

TVDSB wishes to acknowledge the Government of Canada and the Government of Ontario for the financial support to develop these new programs and services.

For more information:

Up to date information is available on the TVDSB website at www.tvdsb.ca/childcare

The Journey Together

- The Province of Ontario recently announced 3.7 M for the construction and operation of an Indigenous-led Child and Family Centre in London.
- In addition, Province of Ontario announced just over \$100,000 for culturally safe spaces across London and Middlesex through the Journey Together initiative.
- The Journey Together initiative is a response to the Truth and Reconciliation calls to action.
- The Journey Together identifies developing culturally appropriate early childhood education for Indigenous families as a way to address these calls to action.
- To support this process we have been engaging with Indigenous families to understand the challenges they face.
- We heard that access to quality, Indigenous-led programming that supports families with young children is critical.
- In addition to quality early years programming, we heard that families want culturally relevant programming.
- We heard that families:
 - Want to learn their language and culture together with their children
 - Want a place where all Nations were welcomed
 - Want a place to call their own
- We are in the early days of planning and our next step is to find a location for the Child and Family Centre in London.
- We hope to have the Child and Family Centre built by the end of 2019.
- As part of the Journey Together planning we have also submitted a request for an 88 space Indigenous-led licensed child care centre that will be integrated with the Child and Family centre
- A Request for Proposals will be posted on the City website on Bids&Tenders for interested and qualified organizations to make a submission.
- A panel will review the submission using criteria developed by members of the planning Committee. The panel will include members of the Planning Committee, a caregiver from the community, potentially an elder and City of London staff.
- Following this review, those submission that meet the criteria will be invited to complete a more detailed RFP
- We will continue to plan and engage with families throughout this process.

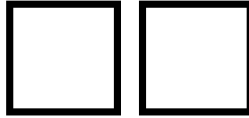
Child Care Advisory Committee Work Plan – 2017 Completion Summary

December 2107

Project/Initiative	Completion Summary	Lead/Responsible	Completion Date	Budget
Review of Terms of Reference	<ul style="list-style-type: none"> Final draft reviewed by CCAC at their January 26, 2017 meeting and submitted to Council. 	Jo-elle, Shari and Carol	January 2017	\$0
Adopt a Councillor	<ul style="list-style-type: none"> Continue to educate city councillors on licensed child Tours continue of child care centres in the remaining wards Binders of child care information given to remaining councillors 	Stephanie, Julie and Diane	Ongoing through 2018	\$0
Invitation to CCAC	<ul style="list-style-type: none"> Standing invitation for Mayor and Chair of Community and Protective Services 	Diane	Fall 2018	\$0
Evaluation of available child care spaces	<ul style="list-style-type: none"> CCAC has requested a review with City Managers regarding the One List to review the use of One List, the stats collected and the use of the statistics collected Awaiting date 	CCAC/ CCAC Sub-Committee in conjunction with City Manager	Spring 2018	\$0
Review and give feedback to Child Care Policy	<ul style="list-style-type: none"> CCAC reviewed draft policy Child Care Policy and made recommendations 	CCAC	June 2017	\$0

Child Care Advisory Committee Work Plan – 2018

Project/Initiative	Background	Lead/Responsible	Proposed Timeline	Proposed Budget
Improved Communication to Coucillors	<ul style="list-style-type: none"> Ensure all reports and updates from members are submitted in written rather than verbal format and attached to all Reports of the Childcare Advisory Committee 	All members giving reports	Ongoing throughout 2018	\$0
“Adopt a Councillor/ Trustee 2019” preparation	<ul style="list-style-type: none"> Adopt a Councillor/ Trustee Sub-Committee to reconvene in the fall to update the child care information binders ready for “Adopt a Councillor/ Trustee 2019” and to prepare a presentation for CAPSC in 2019 regarding Licensed Child Care and the “Adopt a Councillor/ Trustee” program 	Adopt a Councillor/ Trustee Sub-Committee	October 2018	
Invitation to CCAC	<ul style="list-style-type: none"> Standing invitation for Mayor and Chair of Community and Protective Services 	Diane Gordon	Ongoing	\$0
Evaluation of available child care spaces	<ul style="list-style-type: none"> CCAC to meet with City Managers to review the One List (Centralized Wait List), the statistics collected and their use 	CCAC/ CCAC Sub-Committee in conjunction with City Manager	Fall 2018	\$0
Be Informed on Community Initiatives and Conversations regarding Special Needs Resourcing	<ul style="list-style-type: none"> In 2017 we added an update on our agenda from member Lee-Anne Cross, Manager of All Kid’s Belong Continue to have Lee-Anne update the committee on Services for Special Needs and community initiatives and conversations taking place 	Lee-Anne Cross	Ongoing throughout 2018	\$0



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON May 1, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	VEHICLE FOR HIRE BY-LAW - ONE YEAR REVIEW

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, the following actions be taken with respect to a one year review of the Vehicle for Hire By-law:

- (a) That the report on ridership statistics for the initial full year of the Vehicle For Hire By-law being in force and effect (April 2017 – March 2018) **BE RECEIVED**, it being noted that the total ridership has increased with the introduction of private vehicles for hire as a transportation option; and
- (b) That Civic Administration **BE DIRECTED** to consult with the vehicle for hire industry in an effort to draft amendments to the Vehicle for Hire By-law with a goal of meeting consumer demands and streamlined by-law administration with an underlying focus on health and safety and consumer protection; and
- (c) That Civic Administration **BE DIRECTED** to hold a public participation meeting to receive public comments on any draft By-law amendments.

PREVIOUS REPORTS

Vehicle for Hire By-law - Six Month Statistics – CPSC January 23, 2018

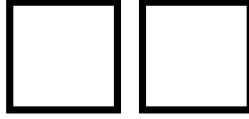
BACKGROUND

On January 30, 2018, Municipal Council resolved that Civic Administration report back to the Community and Protective Services Committee on ridership and licensing statistics after a full year of implementation of the Vehicle for Hire By-law (April 2018). This report also addresses industry requested amendments and a review of caps on the number of cabs (including accessible cabs).

The Vehicle for Hire By-law was passed on February 14, 2017 and came into force and effect on April 4, 2017. The By-law includes schedules for Drivers, Owners, Brokers, Fares and Fees.

For flexibility purposes, all Driver licence fees are collected on variable renewal periods ranging from three months to two years.

Cab and Limousine Owner Licences are renewed annually in October. Broker (including Transportation Network Companies (TNC)) licences are also renewed annually in October. In addition to a Broker fee, TNCs pay an additional fee of 11 cents per Trip.



One Year Statistics

The following presents licensing statistics (April 16, 2018):

- # of licensed taxi/limousine drivers - 1,123
- # of licensed private vehicle for hire drivers - 3,150
- # of licensed taxi/limousine owners - 457
- # of licensed brokers - 5
- # of licensed Transportation Network Companies (TNC) - 1

The following presents ridership data for the initial full year of the by-law (April 2017-March 2018):

- Total number of rides provided - 4.2 M
- Total number of taxi/limousine rides provided - 2.3 M
- Total number of private vehicle for hire (Uber) rides provided - 1.9 M
- Total number of accessible rides provided – 33 K

Prior to the 2017 Vehicle for Hire By-law, cabs and executive limousines provided 3 M rides annually. As the above statistics indicate, the number of rides provided by the cab/limousine industry has declined by 700K rides, however the total number of rides provided by the industry as a whole has increased by over 1M. With the recent changes to the by-law, the consumer has more choices and payment options for transportation services.

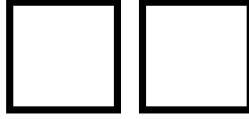
Number of Cab Owner Licences

Prior to the arrival of private vehicles for hire offering transportation services ordered via a smartphone app, taxi regulations remained essentially unchanged for decades in most larger North American municipalities. Most cities regulated the number of licenced taxis which created a system where licences were considered a form of commodity transferred between willing buyers and sellers. Vehicle owner licensees were the principal beneficiaries of the restricted entry licensing system as licences were leased and sold in the open market. Many municipalities (including London) created priority or waiting lists where applicants were issued new licences based on population increases. Many existing licensed drivers maintained positions on the priority lists for many years without ever obtaining an owners licence.

The introduction and eventual regulation of TNCs and private vehicles for hire has revolutionized the on-demand transportation industry by introducing new technologies and consumer business models. The challenge facing government regulators is to adapt regulations with a focus on the municipal purposes of consumer protection and public health / safety while embracing innovative emerging technologies and business models.

There are a number of different options available to address the number of licenced taxis:

- Maintain existing population based ratio: The current number of permitted taxis is based on a ratio of one licence for each 1,100 residents. As annual population statistics are released, new licences are released to persons on the priority list. The new licences are non-transferable.
- Amend population based ratio: a review can be undertaken to amend the current ratio. Previous municipal scans were undertaken when a consultant prepared a background study as rationale for a revised taxi by-law. (London BMA Report 2004). This report was undertaken well before the introduction of TNCs and private vehicles for hire.
- Release additional owner licenses to those on priority list: the current priority list contains 65 names which are listed in priority sequence to potentially obtain a cab owners licence. Based on the anticipated population growth and release of licences over the past few years, the current priority list will be maintained for many years. A rationale will need to be determined to suspend any new priority list applicants.
- Release a specified number of one time cab owner licenses: municipalities in the past have released a specified number of licences based on an analysis of supply and demand.



- Release a specified number of cab owner licences to currently licensed drivers: some municipalities have considered releasing new cab owner licenses to drivers who have been licensed for a specified period (i.e. 5 yrs).
- Remove the cap in its entirety: this matter has been discussed previously with the industry over the years and Civic Administration has advised Council that if this option was being considered, a consultant should be retained to undertake an independent analysis of the cap issue. Further, if this option is considered, the City Solicitor should report on the legal implications of removing the cap on the number of issued owner licences.

Number of Accessible Cabs

The current regulations place a limit on the number of accessible taxi licences based on the number of licensed taxis (one licence for every 18 taxi licences). There are 19 existing accessible cab licences issued.

Out of the 4.2 M total rides provided, there were 33 K rides provided by accessible cabs. As Civic Administration reported in July 2016 to CPSC, there is some interest in the industry to remove or amend the cap for accessible taxis. In order to assess the service level for accessible vehicles, Civic Administration previously reported on an audit undertaken using “secret shoppers” booking accessible rides. The responses were diverse. One broker indicated that accessible vehicles only begin to schedule rides in the morning and that an hours’ notice is required. Another broker required 30 minutes’ notice or preferable advance bookings. Another broker could not provide accessible services. As the need for accessible vehicles is expected to increase with an aging population, there is a customer service gap in the timeliness of ordering these on-demand transportation services. In 2018, numerous complaints were received about “no shows” when accessible rides were ordered. The industry recognizes this fact and has expressed concerns about drivers going “off-shift” when they receive accessible calls as standard fares are more profitable. This does not meet the intent of the by-law. Civic Administration has consulted with the Accessible Advisory Committee on this matter. Civic Administration previously recommended to remove the cap and implement a program of assisting the operators of the vehicles financially due to the high costs of converting vehicles and operating accessible vehicles. City Council at the time did not support any changes to the cap on accessible taxis.

On-going Industry Consultation

Civic Administration continuously consults with all industry licensees and the following topics have emerged, which if supported, would involve amendments to the by-law in most instances (in no particular order of importance):

- Remove the Vehicle-Broker Affiliation Change fee – this administrative fee of \$210 is charged when a licensee changes the broker with which they are associated with for dispatching purposes;
- Remove the Vehicle Substitution / Replacement fee: this administrative fee of \$210 is charged when a licensee substitutes vehicles;
- Add a new fee category for TNCs: Civic Administration has received several calls from prospective TNCs with an intended fleet size of far less than 100 vehicles. They find the existing fee structure a barrier to market entry for small business;
- Private vehicle for hire licence fee: all driver licence fees are \$15 per quarter. For private vehicles for hire, the fee creates additional administrative duties as the volume of drivers and the length of the licence period is very fluid. The same revenues can be collected by increasing the per trip fee;
- Administration of the private vehicle for hire approvals process: shift the process of licence approvals from individual City approvals to a common self-certification process and City audit model. This would involve a number of administrative changes (presentation of licence, rolling annual vehicle checks, elimination of owner licence) which could further streamline the approvals process yet meet the municipal purpose of the by-law;
- Vehicle age: amend the vehicle age maximum from 8 years to 10 years;
- Central dispatch for all cab brokers: there has been some discussions on having a central

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dispatch system for all brokers. The system would dispatch the closest available vehicle or a vehicle from a specific broker if requested by the customer;

- Cameras: given that not all vehicles for hire are required to have cameras, there has been a request to make the cameras voluntary rather than prescribed;
- Fares: to create greater competition amongst brokers, some have requested a review of the fares suggesting that they be eliminated and determined by the market place.

The above list is not exhaustive as continuous discussions with the industry occur resulting in new ideas and related by-law amendments. The requests of the taxi and executive limousine industry are based on having a level playing field in terms of by-law administration and enforcement. The requests from the private vehicle for hire industry generally focus on streamlined administration.

RECOMMENDATION

A one year review of the ridership statistics indicates that overall ridership has increased by 1.2 M rides. The taxi and executive limousine industry has seen a reduction of market share by 700K rides with the entry of one TNC (Uber) providing 1.9 M rides. The Vehicle for Hire By-law is a fluid document open to amendments which maintain the municipal purposes of health and safety and consumer protection yet recognizing technology and modernization of the on-demand transportation marketplace. Civic Administration will continue to consult with the industry and report back on any necessary amendments which continue to meet these municipal principles.

PREPARED BY:	RECOMMENDED BY:
OREST KATOLYK, MLEO (C) CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER	GEORGE KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL

From: Nematullah Abbasey
Sent: Tuesday, April 03, 2018 2:01 PM
To: Bunn, Jerri-Joanne <jbunn@London.ca>
Subject: delegation status

Hello Jerri,

My Name Nematullah Abbasey the owner of Your Taxi.london, and I would like to request delegation status for the next city council meeting regarding Taxi By-law.

Would you please let me know when is the up coming meeting, and how much time do I get to speak, so that I can make my speech in according with the time frame.

Regards

Nematullah Abbasey
President
Your Taxi.london

From: Fateh Bander]
Sent: Friday, April 27, 2018 10:07 AM
To: Bunn, Jerri-Joanne <jbunn@London.ca>
Subject: delegation status

Hello Jerri

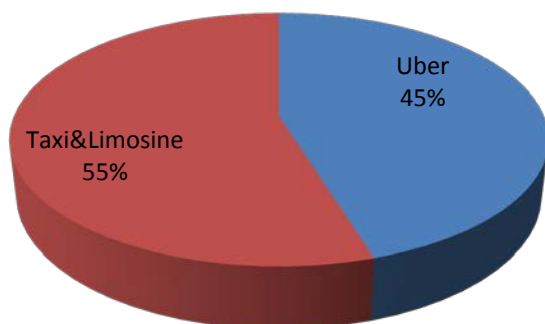
My Name Fateh Bander I would like to request delegation status at **Community and Protective Services Committee** meeting held at May,01.2018 regarding item4.2 and how much time do I get to speak, so that I can make my speech in according with the time frame.

Regards

Fateh Bander

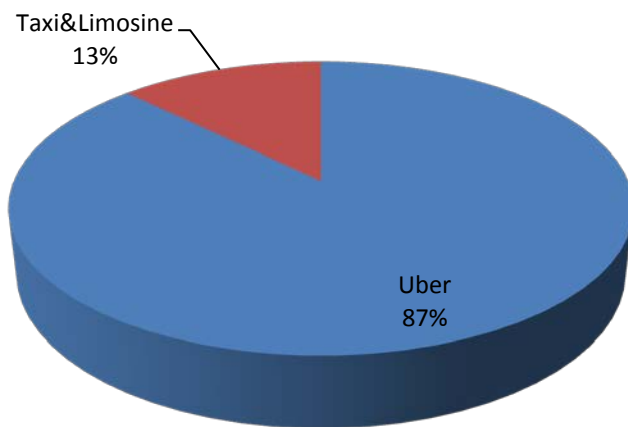
	Rides
Uber	1900000
Taxi&Limosine	2300000
TOTAL	4200000

Rides for one Year Start from April2017 to March 2018

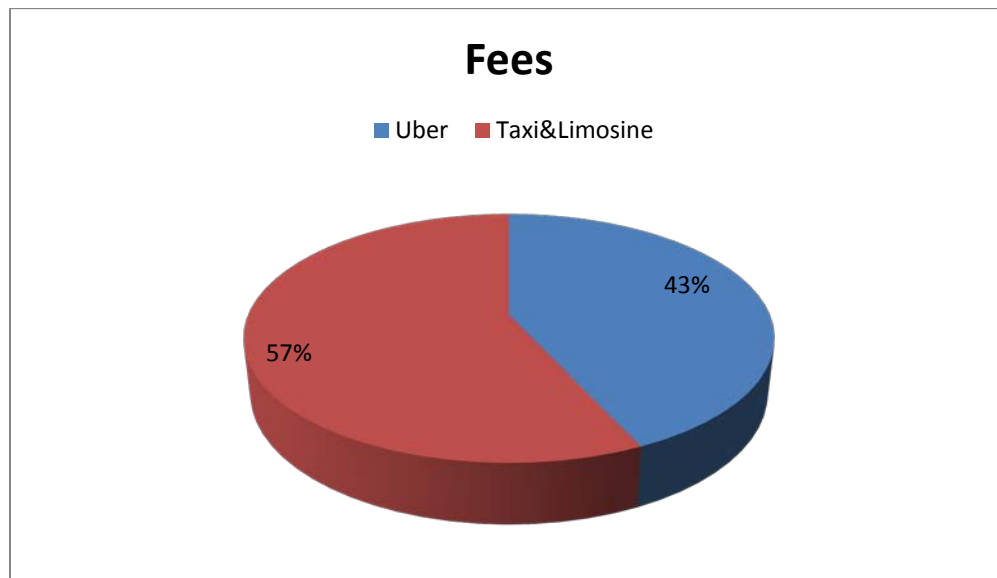


	Licensed car
Uber	3150 cars
Taxi&Limosine	457 cars
Total	3607 cars

Licensed car



Uber	\$259,000.00
Taxi&Limosine	\$342,000.00
TOTAL	\$601,000.00



	Rides	Yearly fees	By ride	Total
Uber	\$1,900,000.00	\$50,000.00	\$209,000.00	\$259,000.00
Taxi&Limosine	\$2,300,000.00	\$342,750.00	\$0.00	\$342,750.00
TOTAL	\$4,200,000.00			

The London Taxi Association would like delegate status to speak on item 4.2 Taxi Bylaw 1 year review at Tuesday's meeting.

The representative will be Ben Howell,

Please let me know if we have or don't have delegation status.

Yours Truly

Jason Kukurudziak

President

London Taxi Association

Sent from my BlackBerry — the most secure mobile device — via the Rogers Network

2018 April 4

Community and Protective Services Committee

Re: Opioid Crisis Working Group Update

Dear Members of the Community and Protective Services Committee and City Council,

Thank you for unanimously endorsing the creation of the Opioid Crisis Working Group (OCWG) at your September meetings. The diverse composition of the group has made it an invaluable resource for developing concrete solutions to the opioid crisis and related issues.

As you know through an update at the January 22nd meeting of the Planning and Environment Committee, Regional HIV/AIDS Connection and the Middlesex-London Health Unit, in partnership with several other agencies and with the support of OCWG, opened a Temporary Overdose Prevention Site (TOPS) at 186 King St. Since opening on February 12th, the facility has seen 1215 visits as of April 3 2018, including a small number of overdoses that were all reversed. In addition, there have been several very positive and therapeutic interactions that have helped people in the throes of addiction to improve their lives, and in some cases even helped them move on to receive treatment for their addictions.

You are likely also aware of the draft Community Drug and Alcohol Strategy that was circulated for comment recently. It is available here (please note that the online version has not yet been adjusted to incorporate changes from the public consultations): www.mldncdas.com

At this point, the work of OCWG includes a focus on finding a permanent location for a Supervised Consumption Facility (SCF) – ideally one that can support the wrap-around services that have made the TOPS so successful. We have also started working with the Elgin Middlesex Detention Centre and neighbouring Indigenous communities on addressing opioid-related issues.

In addition, partners have been looking at options for a mobile SCF. A mobile unit would have the capacity to serve up to 2 clients at one time and would always have two staff working, including a nurse and a harm reduction worker. Mobile units do not have a large capacity, but can extend the reach of such services. It is anticipated that the application for the mobile unit will be submitted to Health Canada shortly. This would be in addition to a permanent site; communities are unable to apply for a mobile facility unless they have a permanent site under consideration as well.

Please do reach out if you have any further need for updates.

Sincerely,



Christopher Mackie MD, MHSC, CCFP, FRCPC
Medical Officer of Health

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of April 23, 2018

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Radio System Upgrade OneVoice 2.0</u> The Civic Administration BE REQUESTED to undertake a review, with a report at a future meeting of the Community and Protective Services Committee, on the platform, system and needs of each user of the communications system to determine the most cost effective and reliable system for communication for each of the services, recognizing and addressing the need for interoperability between the services, as well the need for a level of stability and insulation against the rapid changes in software requirements; it being noted this review should also develop the appropriate process or methodology for on-going management of the system, including organizational design and budget development; and it being further noted that the Civic Administration should seek input from experts in the area.</p>	November 17, 2015		D. O'Brien	Estimated report back – March/April 2018
2.	<p><u>Request for Naming of Vimy Ridge Park</u> That the following actions be taken with respect to the request for naming of Vimy Ridge Park: a) the Civic Administration BE REQUESTED to complete appropriate stakeholder consultation and report back to the Community and Protective Services Committee (CPSC), as soon as possible, with respect to a location that would be adequate and a suitable Vimy Ridge commemorative location, including the necessary budget; b) the request to name a parcel of land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street, "Vimy Ridge Park" BE REFERRED to a future meeting of the CPSC when the above-noted information is available related to this matter; and, c) the Civic Administration BE DIRECTED to make the necessary arrangements for the land located adjacent to the Charlie Fox Overpass at Hale Street and Trafalgar Street to be designated as the temporary "Vimy Ridge Park" until such time as the actions outlined in a) and b) have been completed and a permanent "Vimy Ridge Park" has been established.</p>	February 22, 2017		J.M. Fleming	Estimated report back – Q2, 2018

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
3.	<p><u>Pet Boarding and /or Pet Sitting Services</u> That the Civic Administration BE DIRECTED to review and report back with respect to the potential amendments to City of London By-laws to provide for individuals to operate a pet boarding and/or sitting business from their homes. (2017-P14)</p>	July 18, 2017		G. Kotsifas O. Katolyk	Estimated report back – Q2, 2018
4.	<p><u>Opioid Crisis Working Group</u> c) the Opioid Crisis Working Group BE REQUESTED to report back to the Municipal Council with details of its relationship with other strategies and working groups, and proposed terms of reference for the Working Group that would provide for: i) consultation with the community; ii) exploration of a response to the current situation, including the possibility of supervised consumption sites; and, iii) development of recommendations as to how to best address the opioid crisis in London; it being understood that the Working Group will liaise with the Civic Administration in the development of the proposed terms of reference, including establishing a timeline for completion of the Working Group's mandate (from Strategic Planning and Priorities Committee resolution letter 5/16/SPPC)</p>	September 19, 2017			Estimated report back – N/A
5.	<p><u>Business Licensing By-law Review – New and Revised Regulations</u> That the following actions be taken with respect to the Business Licensing By-law Review: b) the City Clerk BE DIRECTED to update the web page that appeared on the City's previous website, for inclusion on the current website, that sets out the process for members of the public to seek delegation status at a Standing Committee meeting, including information as to what to expect at the meeting; c) the Civic Administration BE DIRECTED report back with a public engagement protocol for consulting with individuals, outside of a formal public participation meeting process, who identify as vulnerable members of the population, be they sex trade workers, street level and at-</p>	December 12, 2017		G. Kotsifas M. Hayward C. Saunders O. Katolyk	Estimated report back, 2018

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	<p>risk individuals, individuals with lived experience with drugs, alcohol and gambling, adult entertainers or others that would protect and respect the individuals' privacy; and d) the Civic Administration BE DIRECTED to consult with workers (current and/or former) in the adult live entertainment and body rub parlour industry on changes to provisions in the Business Licensing By-law relating to these types of businesses that would enhance worker safety and minimize harm to workers, consistent with provincial and federal legislation.</p>				
6.	<p><u>Proposed Public Nuisance By-law Amendment to Address Odour</u> That the matter of a proposed Public Nuisance By-law amendment to address odour BE REFERRED back to the Civic Administration for further review and consideration.</p> <p>The original clause reads as below:</p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official the following actions be taken with respect to the staff report dated February 21, 2018, related to a proposed Public Nuisance By-law amendment to address odour:</p> <p>a) the above-noted staff report and draft Public Nuisance By-law amendment, to address nuisance odours related to Anaerobic Digestion Facilities, Composting Facilities and Rendering Plants, BE RECEIVED and BE REFERRED to a public participation meeting to be held by the Community and Protective Services Committee on April 4, 2018, for the purpose of seeking public input on the draft by-law;</p> <p>b) municipal enforcement activities BE ENHANCED through the hiring of one additional Municipal Law Enforcement Officer on a two-year, temporary basis with the budget not to exceed a maximum of \$90,000 per year with the source of funding to be from the Sanitary Landfill Site Reserve Fund; it being noted that this amount and</p>	February 21, 2018	TBD	G. Kotsifas O. Katolyk	

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	<p>source of funding was previously approved by Council for enhanced Provincial compliance activities, however further dialogue has resulted in complementary compliance and enforcement activities that are maintained within each level of government's legal responsibilities to avoid duplication; and,</p> <p>c) the Managing Director, Development and Compliance Services and Chief Building Official BE DIRECTED to report back to the Community and Protective Services Committee after one year of administration and enforcement of the Public Nuisance By-law regulations pertaining to odour upon enactment;</p>				
7.	<p><u>2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 18, 2018:</p> <p>a) the City Clerk BE REQUESTED to review and consider new, additional resources for the Advisory Committee, Board and Commission membership recruitment in order to augment the diversity of applications for vacant positions, specifically focusing on diverse, young women and report back to the Community and Protective Services Committee with respect to this matter; it being noted that the DIAAC received the attached presentation from K. Koltun, Government and External Relations Office, with respect to the Diverse Voices for Change Initiative and the related committee census information; and,</p>	February 21, 2018	TBD	C. Saunders	
8.	<p><u>Salvation Army Commissioning</u> That the communication dated February 26, 2018, from B. Miller, with respect to a request to install a bronze plaque in Victoria Park to acknowledge and thank the Salvation Army for over 130 years of service in the City of London, BE REFERRED to the Civic Administration for consideration and a report back to the Community and</p>	March 20, 2018	TBD	S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.				
9.	<p><u>Community Gardens and the Mayor's New Year's Honour List Award for Accessibility</u></p> <p>b) the Civic Administration BE REQUESTED to review past Advisory Committee reports to ensure that items are included on Standing Committee deferred lists, as appropriate;</p> <p>d) the Civic Administration BE REQUESTED to report back at a future meeting of the Community and Protective Services Committee with respect to modifications to the Community Gardens program, specifically with respect to accessibility.</p>	April 4, 2018	2018	C. Saunders L. Livingstone	
10.	<p><u>4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u></p> <p>a) i) the Civic Administration BE REQUESTED to provide the Diversity, Inclusion and Anti-Oppression Advisory Committee with a list of policies being reviewed under the Gender and Equity Lens;</p> <p>c) the City Clerk BE REQUESTED to undertake a review of the potential provision of child minding for Advisory Committees and to report back to the appropriate standing committee</p>	April 4, 2018	2018	B. Coxhead C. Saunders	

Hi there,

My name is Trystan Nault and I am a medical student at Schulich. I am writing to you on behalf of our Political Advocacy Committee, of which I am the chair. We are requesting for the May 1st CAPS meeting and seeking delegation on the May 29th meeting as an addition.

We met with Councilor Squire, Sandra Datars Bere of Housing, Social Services and Dearness Home, Lynne Livingstone of Neighbourhood, Children and Fire Services as well as Josh Monk of the London Youth Advisory Committee this morning and discussed our proposal to implement naloxone kits at city owned AED machines in London and would like to move this discussion forward to the full CAPS committee.

Following this meeting, we spoke to Lauren who I believe was forwarding some of this information along to yourself as well.

Please let me know if you need any information and if we can make this request happen.

Thanks,

Trystan

*Trystan Nault
MD Candidate 2020
Athletic Director, Hippocratic Council
Schulich School of Medicine & Dentistry
Western University*