

Agenda Including Addeds

Community and Protective Services Committee

10th Meeting of the Community and Protective Services Committee

June 18, 2018, 12:00 PM

Council Chambers

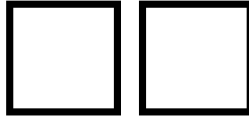
Members

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

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TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	Odour Monitoring Pilot Program

RECOMMENDATION

That on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official this report providing an update on the odour monitoring pilot program as directed by Municipal Council **BE RECEIVED** noting that Civic Administration will report back on the outcome of the program upon its completion in Q4 2018.

PREVIOUS REPORTS

- Proposed Public Nuisance By-law Amendment to Address Odour - CPSC February 21, 2018
- Review of Impacts from Industrial Sources (Focus on Odour) and Potential Municipal Actions (Primarily South of Highway 401) PEC - August 28, 2017.
- Update & Next Steps – Review of Impacts from Industrial Sources (Focus on Odour) and Potential Municipal Actions (Primarily South of Highway 401), PEC - April 24, 2017.
- Comments - Orgaworld Canada Ltd, PEC - November 13, 2012.
- Various submissions and comments were made by delegations and participants at the Public Participation Meeting held on November 13, 2012

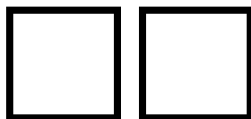
BACKGROUND

Municipal Council, at its meeting held on September 5, 2017 resolved:

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official and the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to current and potential odour challenges from waste management facilities near the communities of Brockley, Shaver and Glanworth:

h) a Pilot Project (May to August 2018) **BE IMPLEMENTED** by the City of London in order to test an odour detection device to enhance its monitoring capabilities and/or facilitate the imposition of charges for non-compliance.

This report provides an update on the developments of a more comprehensive, partnered odour monitoring pilot program. The report also provides an update on some of the challenges of effectively implementing an amendment to the City’s Public Nuisance By-law to address nuisance odours. These challenges will be further examined over the course of the Pilot Project.



DISCUSSION

Odour Monitoring Pilot Program

The issue of odours is complex as the possible impacts of odours range from mere detection to a causing a public nuisance. Usually, the impact of odour is described in terms of five different dimensions, which are commonly referred to as the acronym “FIDOL”:

- the **F**requency that an odour is detected during a given time period
- the **I**ntensity of the odour
- the **D**uration of the period in which the odour remains detectable
- the **O**ffensiveness or strength of the odour
- the **L**ocation or source of the odour

There are three waste management facilities near the communities of Brockley, Shaver and Glanworth:

- Orgaworld – composting facility
- Stormfisher – anaerobic digestion facility
- City of London - W12A landfill

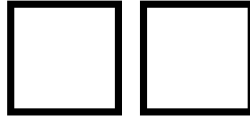
All three facilities are unique in their waste management processes. All three facilities have been working together in collaboration to develop and implement an odour monitoring program for the summer months when historically residents of the surrounding communities have had concerns related to odours.

In order to develop a scope of work for an odour monitoring program Pinchin was contracted by Orgaworld, StormFisher and the City of London. Pinchin is an environmental engineering consulting firm which specialises in odour monitoring. Pinchin has offices across Canada including in London. Pinchin developed an odour monitoring program (i.e., “planned methodology”) based on their understanding and knowledge in odour monitoring and the challenges in the geographic area south of Highway 401. The field portion of the odour sampling and monitoring pilot program will not be conducted by Pinchin but rather an independent environmental consultant. Concentric was contracted by Orgaworld, StormFisher and the City of London to undertake the “planned” monitoring program. Concentric is an environmental engineering firm which specializes in odour monitoring. Concentric has offices across Canada including in London.

On May 23, 2018, the methodology was shared with a number of representatives from the communities near Orgaworld and StormFisher. Representatives from Pinchin and Concentric were in attendance with staff from Orgaworld, StormFisher and the City. A number of questions, comments and concerns were raised by community members.

On June 5, 2018, a revised methodology was shared. Although the revised methodology addressed a number of points raised by community members, additional questions, comments and concerns were raised by community members. There was agreement these needed to be addressed as well.

At time of completing this report (June 10, 2018), the proposed methodology contains a “planned” methodology from Pinchin and further work is under way on how to address the need for a “reactive” methodology similar to the one used by the Ministry of the Environment & Climate Change (MOECC).



It is important to note that during the Pilot Project, there are no changes to the current compliance and enforcement practices that are undertaken by the MOECC. All residents and businesses within the area will still follow the exact same reporting protocols for any concerns regarding the three facilities.

The current “planned” methodology includes the following items:

- The program timeline is mid to late June to early September (when residents are enjoying the summer season)
- Twelve critical odour receptors (i.e., places where sampling will take place) have been identified based on surrounding land uses of the three waste management facilities and weather patterns (i.e., wind direction)
- Upwind and downwind receptor locations will be sampled
- Data from the meteorological data stations at the three locations will be recorded
- Measurement of odour will be recorded using three methods: field olfactometer (Scentroid) which quantifies odour strength in the surrounding ambient air; odour character using an odour character wheel (descriptive analysis of odour using over 80 possible characteristics - i.e. smoky, yeast , chlorinous); and a hedonic tone scale which is a subjective measure of the pleasantness or unpleasantness of an odour (on a scale of -10 to +10)
- Sampling to be done by trained odour assessors
- Sampling will be conducted in two observation periods (on the same day) for approximately 10 observation days on a statistically random generated period
- Sampling will be conducted during the following periods: the morning and/or the afternoon and/or the evening. Sampling will be taken randomly during these periods
- If an odour is detected which could be attributed to one or more of the waste management facilities, those facilities will be notified the next day
- Depending on the final start date, on the 15th day of each month (July, August and September), the monitoring records for the previous month will be posted on the City’s web site.

The “reactive” methodology is being designed to address the fact that odours can occur quickly and also dissipate quickly. This will require the need to have a methodology that can react as quickly as possible to observe an odour in progress.

The cost of the odour monitoring pilot will be split between all three parties (Orgaworld, Stormfisher and City of London). The City’s portion is not expected to exceed \$20,000 as approved by Municipal Council on September 5, 2017. Similar financial contributions are being made by Orgaworld and Stormfisher which has allowed for the development of a more thorough and comprehensive Pilot Project following the methodology noted above. Civic Administration will report back on the results of the monitoring pilot program in Q4 2018.

Update – Potential Amendment to the Public Nuisance By-law to Address Odour

At the CPSC meeting of February 21, 2017, a report was received which addressed the possibility of amending the Public Nuisance By-law to address odour. At the subsequent Council Meeting, this matter was referred back to staff to review some of the potential legal challenges of such an amendment. Civic Administration continues to review the potential legal and operational challenges of a municipality implementing an odour component to a Public Nuisance By-law. Further work will occur over the summer months including examining the experience from the Pilot Project and a review of results from other jurisdictions. At this time, these items are the key factors being examined from a legal challenge and operational challenge perspectives:

- Unproven use of odour monitoring techniques by a municipality
- Subjectivity of odour

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- Difficulty of tracing odour from point of reception to odour source in an area of multiple odour sources
- Facilities which have Environmental Compliance Approvals (ECAs) from the MOECC are not subject to municipal regulation with respect to discharges that fall within the scope of the provincial legislation (in this case, the Environmental Protection Act), whether or not applicable requirements are being met.
- Overlapping enforcement (Ministry of the Environment and Climate Change have a well established protocol and history of odour monitoring and prosecution protocol)

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

- cc. Barry Card, Managing Director of Legal and Corporate Services
 Kelly Scherr, P.Eng., Managing Director, Environmental & Engineering Services & City Engineer
 Jay Stanford, Director, Environment, Fleet & Solid Waste
 Orgaworld Canada Ltd, Michael Leopold, General Manager, 2940 Dingman Dr., London ON N6N 1G4
 StormFisher Environmental Ltd., Brandon Moffatt, P.Eng, MBA, Vice President, Development & Operations, 1087 Green Valley Rd., London ON N6N 1E4

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	JOHN FLEMING MANAGING DIRECTOR, PLANNING AND CITY PLANNER
SUBJECT:	RFP18-11 Consulting Services Kilally Fields

RECOMMENDATION

That on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the award of consulting services for the new sports fields complex at the Kilally Fields:

- (a) the proposal submitted by Landscape Planning Limited for the provision of Consulting Services for the Kilally Fields in accordance with RFP18-11, at a total estimated cost of \$241,000.00 (HST extra), **BE ACCEPTED**;
- (b) the financing for this project **BE APPROVED** in accordance with the “Sources of Financing Report” attached hereto as Appendix “A” to this report;
- (c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this purchase;
- (d) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract for this purchase; and,
- (e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract, statement of work or other documents, if required, to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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None.

BACKGROUND

Purpose

The City of London sought proposal submissions from professional consulting firms to design, prepare detailed drawings, tender and supervise the construction of a new sports fields complex, including a field house, to be located at 1360 Adelaide Street North. This report recommends the award of the consulting contract to the successful proponent.

Context

The new sports complex at Kilally Fields (to be located at 1360 Adelaide Street North) is intended to provide additional baseball diamonds to compensate for the loss of a large ball complex in another area of the City. It is also looking to accommodate a growing need for cricket by adding a second pitch to our current inventory. The park will need to allow for sufficient parking and also be connected to other recreational opportunities in the area via the existing multi-use pathway system. A small field house will host washrooms and a concession.

The City anticipates this consulting contract to span approximately 15 months (July 2018 – October 2019) following 5 key phases:

- Phase 1 – Base mapping, inventory and preliminary studies
- Phase 2 – Conceptual design and public engagement
- Phase 3 – Detailed design and construction documents
- Phase 4 – Tendering process
- Phase 5 – Construction

Construction is expected to occur in 2019 for an October 2019 completion.

Purchasing Process

A formal Request for Proposal (RFP) was issued on April 5, 2018 and six (6) submissions were received. These proposals were evaluated by a team with representation from Environmental and Parks Planning, Facilities, and Purchasing and Supply.

The highest overall scoring proponent, Landscape Planning Limited, is recommended for award. Landscape Planning Limited represented the best value and understanding for this project.

Financial Impacts

The City of London has currently budgeted \$3,700,000.00 for the design, contract administration and construction associated with the Kilally Fields sports complex and field house (including the proposed consulting fees in this contract). Associated operating costs will be brought forward through the assessment growth process once the amenities have been constructed.

Acknowledgements

The RFP Evaluation Team consisting of Jeff Bruin, John Devito, Julie Michaud, and John Stevely CSCMP assisted with the creation of this report.

This report was prepared by Julie Michaud, Planning – Environmental and Parks Planning.

SUBMITTED BY:	REVIEWED BY:
JEFF BRUIN, OALA, CSLA MANAGER OF PARKS AND OPEN SPACE DESIGN, ENVIRONMENTAL AND PARKS PLANNING	ANDREW MACPHERSON, OALA, CSLA MANAGER, ENVIRONMENTAL AND PARKS PLANNING
RECOMMENDED BY:	
JOHN M. FLEMING, MCIP, RPP MANAGING DIRECTOR, PLANNING & CITY PLANNER	

Attach: Appendix A – Source of Financing
Cc: John Freeman, Manager of Purchasing and Supply

6/6/2018
JM/jm
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APPENDIX 'A'

#18099

Chair and Members
Community and Protective Services Committee

June 18, 2018
(Appoint Consulting Engineer)

**RE: RFP18-11 Consulting Services - Kilally Fields
(Subledger P3131701)
Capital Project PD218116 - New Sportspark
Landscape Planning Limited - \$241,000.00 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendation of the Managing Director, Planning & City Planner, the detailed source of financing for this project is:

SUMMARY OF ESTIMATED EXPENDITURES:	Approved Budget	Revised Budget	Committed to Date	This Submission	Balance for Future Work
Engineering	\$0	\$249,112	\$3,870	\$241,000	\$4,242
Construction	600,000	350,888			350,888
NET ESTIMATED EXPENDITURES	\$600,000	\$600,000	\$3,870	\$241,000 1)	\$355,130
SUMMARY OF FINANCING:					
Debenture Quota	3) \$258,000	\$258,000	\$1,664	\$103,630	\$152,706
Drawdown from City Services - Parks & Recreation RF (Development Charges)	2) 342,000	342,000	2,206	137,370	202,424
TOTAL FINANCING	\$600,000	\$600,000	\$3,870	\$241,000	\$355,130

1) **Financial Note:**

Contract Price	\$241,000
Add: HST @13%	31,330
Total Contract Price Including Taxes	272,330
Less: HST 13% Rebate	31,330
Net Contract Price	\$241,000


- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

NOTE TO CITY CLERK:

- 3) Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is hereby requested to prepare and introduce the necessary authorizing by-laws.

An authorizing by-law should be drafted to secure debenture financing for the project PD218116 - New Sportspark for the net amount to be debentured of \$258,000.

lp


Jason Davies
Manager of Financial Planning & Policy

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER
SUBJECT:	PROMISSORY NOTE BETWEEN THE CITY OF LONDON AND LONDON PUBLIC LIBRARY

RECOMMENDATION

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on June 26, 2018 to:

- a) **APPROVE** a ten year promissory note (Appendix B) between The Corporation of the City of London (the City) and the London Public Library (the Library); and,
- b) **AUTHORIZE** the Mayor and the City Clerk to execute the proposed by-law (Appendix A) and promissory note (Appendix B).

PREVIOUS REPORTS

- 2016 Community and Protective Services Committee – June 16, 2016 – Southwest Community Centre, YMCA and Library Joint Venture Project

BACKGROUND

In 2014, the London Public Library and the City of London discussed the possibility of providing library services from a new multipurpose community facility to be located in the southwest area of the City of London. The Library was already providing service to the southwest area through its Westmount Branch Library located at 3200 Wonderland Road South (just south of Wonderland and Southdale). Given the success of existing partnerships in multipurpose facilities, the Library and the City of London discussed the feasibility of another partnership.

In 2014, The City of London issued an *Expression of Interest and Request for Qualifications, for Potential Partners in a new Southwest Multipurpose Recreation Facility*. Per the direction of the Library Board on April 17th, 2014, the Library made a submission. In July 2014, the London Public Library and the YMCA of Western Ontario were identified through the City process as viable partners. The partners began the visioning work and developed a draft memorandum of understanding with respect to this joint venture. The City, YMCA and Library joint venture for the Stoney Creek multipurpose facility was used as a model for discussion purposes.

In 2015 Municipal Council at its February 24, 2015 meeting, approved a *Memorandum of Understanding* by the City of London with the YMCA of Western Ontario and the London Public Library Board with respect to the joint venture to construct and operate a community centre, recreation centre and a public library branch in Southwest London.

The initial projected costs for the Library's share was estimated to be \$5,400,000 based on occupying 14,500 square feet of space. Upon drafting its Library Functional Plan and reviewing costs, the Library reduced its required size to 12,500 square feet, which in turn reduced the projected cost to \$4,576,813.

In order to participate in the project, the London Public Library determined that it would need to sell its property consisting of land and the Westmount Branch Library Building at 3200 Wonderland Road South. This would result in the closure of the Westmount Branch Library and moving these services to the new facility on Southdale Road.

The Library sought third party appraisals for the property and the property was listed for sale in June of 2015. A legal restrictive covenant, dating from the time of the purchase of the land by the Library, which limited uses of the property, negatively affected interest in the property and the subsequent sale amount. The Library property sold in 2017 for \$2,638,980.

The purpose of this report is to recommend the execution of a promissory note between the London Public Library and the City for the difference in the construction costs and the net proceeds of the sale of the 3200 Wonderland Road South property.

Promissory Note Summary

The source of financing for the Southwest Community Centre, YMCA and Library joint venture project specifically identified that the Library's source of funding will be debenture financing until the sale of the existing Westmount Branch is finalized. Any authorized but unissued debt would be reduced accordingly once the net proceeds from the Westmount Branch were known.

The London Public Library's share of the Southwest Community project is \$4,576,813. The sale of the Westmount Branch library netted \$ 2,638,980 and has earned \$20,326 in interest to date. Therefore the portion to be debt financed is \$1,917,507.

Based on the most recent quote from the City's fiscal agent on May 14, 2018, the current all-in-cost of a 10-year amortizer is 3.258% and equates to an annual payment of approximately \$228,000.

The London Public Library Board, at its meeting on May 24, 2018, approved a ten year promissory between the City and the Library. The repayment will be funded through a combination of a draw-down from the Library Facilities, Vehicle and Equipment Reserve Fund and a budgeted annual contribution from the operating budget. Alternatives to this funding arrangement will be explored during the 2020 to 2023 budget development process.

The promissory note issuance complies with both the Municipal Act and with the City's Investment Policy.

Summary:

With the approval of the debt financing loan to the London Public Library, a promissory note was determined to be the best vehicle to document this arrangement. Consistent with the City's debt issuance process, the City looks to issue debt upon substantial completion of projects. Since the Southwest Community Centre is near completion, this promissory note is being brought forward to formalize the arrangement.

Acknowledgements:

The promissory note has been prepared by Legal Services with the assistance Financial Planning & Policy.

PREPARED BY:	REVIEWED BY:
LAURIE GREEN CPA, CMA FINANCIAL BUSINESS ADMINISTRATOR	JOHN MILLSON CPA, CGA SENIOR FINANCIAL BUSINESS ADMINISTRATOR
RECOMMENDED BY:	
ANNA LISA BARBON CPA, CGA MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER	

- cc. Susanna Hubbard Krimmer, General Manager, London Public Library
- Michelle Perez Butlin, Solicitor
- Rick Lamon, Manager, Accounting & Reporting

APPENDIX A

Bill No.
2018

By-law No.

A By-law to approve and execute a promissory note between The Corporation of the City of London, and The London Public Library and to authorize the Mayor and City Clerk to execute the agreement.

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

AND WHEREAS a promissory note from the London Public Library would qualify as and eligible investment under section 418(1) of the *Municipal Act* as such prescribed under Ontario Regulation 438/97 ss 0.1 ui as a security that the municipality may invest in.

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

1. The agreement to be entered into between The Corporation of the City of London and The London Public Library regarding the \$1,917,507.00 promissory note, attached as Schedule 1 to this by-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.

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

PASSED in Open Council on June 26, 2018

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – xxxx, 2018
Second reading – xxxx, 2018
Third reading – xxxx, 2018

APPENDIX B

LONDON PUBLIC LIBRARY BOARD PROMISSORY NOTE

FOR VALUE RECEIVED, the London Public Library Board (the “Debtor”) hereby promises to pay on the Maturity Date to or to the order of THE CORPORATION OF THE CITY OF LONDON (the “Creditor”) at its offices in London, Ontario, the principal amount specified below (“Principal”) together with interest at the rate specified below (“Interest”) under this promissory note (the “Note”).

The following are the terms and conditions of the Note:

PRINCIPAL

1. The Principal of this Note is ONE MILLION NINE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND SEVEN DOLLARS (CAD \$1,917,507.00).

INTEREST RATE

2. Interest shall be payable at a fixed rate of 3.258% per cent per annum, calculated and compounded annually not in advance and payable before and after maturity or default and judgment on the amount outstanding from time to time.

REGULAR INSTALLMENT PAYMENT

3. A payment of TWO HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED AND SIXTY DOLLARS (CAD \$227,760.00) shall be made annually on the first day of March during the term of this Note commencing March 1, 2019.

MATURITY DATE

4. This Note shall mature on March 1, 2029.

ASSIGNMENT

5. The Creditor may, at any time and from time to time, assign or transfer any or all of its right, title or interest in, to and under this Note to any Person. The Debtor shall not assign any or all of its obligations without the prior written consent of the Creditor, which consent may be arbitrarily withheld without reasons.

DEFAULT

6. In the event of a default of the payment in accordance with the terms of this note of any Principal or Interest, the Debtor and every permitted endorser shall pay all costs incurred by the Creditor in enforcing and collecting upon this Note, including legal costs on a full indemnity basis.

AMENDMENT

7. All amendments to this Note require the written consent of the Debtor and Creditor.

ENUREMENT

8. This Note shall be binding upon and enure to the benefit of the Debtor and the Creditor and their respective successors and permitted assigns.

WAIVER

9. The Debtor hereby waives presentment, demand for payment, notice of dishonour, notice of non-payment, protest, notice of protest, and any and all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Note.

EXCHANGE OF NOTE

10. On receipt of evidence reasonably satisfactory to the Debtor of the loss, theft, destruction or mutilation of this Note, and in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Debtor or, in the case of mutilation, on surrender and cancellation of the mutilated Note, the Debtor at its expense shall execute and deliver, in lieu of this Note, a new promissory note of the same form and amount.

SIGNATURES

11. If this Note bears the signatures of individuals who were at any time the proper officers of the Debtor at the time of signing, such signatures shall bind the Debtor, notwithstanding that any such individuals may have ceased to hold such officers prior to or subsequent to the delivery of this Note.

GOVERNING LAW

12. This Note shall be construed, interpreted and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This Note is executed by the Debtor this _____ day of, _____ at London, Ontario.

LONDON PUBLIC LIBRARY BOARD

Per: _____

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE JUNE 18, 2018
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	SUBSIDIZED BUS PASS FOR YOUTH 13 TO 17 YEARS OF AGE COUNCIL BY-LAW AND AGREEMENT

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 on June 26, 2018 to:

- a) authorize and approve an Agreement between The Corporation of the City of London and the London Transit Commission to provide a subsidized monthly bus pass for individuals 13 up to and including 17 years of age, commencing September 1, 2018;
- b) authorize a grant to the London Transit Commission for the purpose of the subsidized monthly pass program noted in a), above; and
- c) authorize the Mayor and the City Clerk to execute the Agreement authorized and approved in a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Children 5 to 12 Years of Age Ride for Free on Public Transit Council By-Law and Agreement (December 13, 2016)
- Adults 18 and Over Income-Related Subsidized Public Transit Program Council By-Law, Agreement and Administration Process (October 11, 2017)

BACKGROUND

On October 17, 2017, Council directed Civic Administration to bring forward a budget amendment in the 2018 Annual Budget Update outlining the options, and the associated financial implications, for a reduced rate transit pass for youth ages 13 to 17. On December 12, 2017, Council approved a Multi-Year Budget adjustment to the Operating Budget: Amendment #20: Reduced Rate Transit Pass for Youth (Ages 13-17) - Amendment 3A: Bulk Purchase and re-sale of bus passes at \$52.00/month

The purpose of this report is to bring forward the required By-law and Agreement between the City and the London Transit Commission (LTC) to establish a subsidized bus pass for youth 13 up to and including 17 years of age, and to authorize a grant to the LTC effective September 1, 2018, for such purpose. In addition, this report provides Council with an overview of the timelines and implementation plan that Civic Administration and the London Transit Commission has developed for the 22 month pilot.

Timelines

Based on Council's recommendation, the pilot will be established as a 22-month program, beginning September 1, 2018. This timeline would align with the multi-year budget as outlined below:

- | | |
|---------------------------|--|
| <u>June 2018:</u> | Civic Administration brings proposed by-law, implementation plan, and agreement forward for approval. |
| <u>September 1, 2018:</u> | Subsidized youth bus pass pilot begins. |
| <u>Fall 2019:</u> | Business case submitted for the 2020-2023 Multi-Year Budget for consideration for permanent funding. |
| <u>June 30, 2020:</u> | Subsidized youth bus pass program ends (if permanent funding is not approved through 2020-2023 Multi-Year Budget and/or if the program model changes). |

Implementation Plan

The financial model to support the Reduced Rate Transit Pass for Youth is based on a bulk purchase model. Civic Administration and the LTC have developed a sliding scale for a volume discount on adult monthly bus passes (valued at \$81.00 each) as outlined below. The LTC will sell monthly passes to youth 13 up to and including 17 years of age for \$52.00/month, which will be available on smart cards only (there will be no paper pass option). The net cost to the City is the difference between the discounted cost of the pass from LTC and the \$52.00 selling price to youth, which will be invoiced to the City monthly based on the number of passes sold at the negotiated discount rate. The chart below provides the net cost per pass that the LTC will invoice the City based on the total number of monthly passes sold.

# of Passes Sold Per Month	Negotiated Discount on Adult Monthly Pass Rate	Discounted Cost based on volume sold (per pass)	Net Cost to the City of London (per pass)
0-500	10%	\$72.90	\$20.90
501-999	12.5%	\$70.88	\$18.88
1,000-1,499	15%	\$68.85	\$16.85
1,500-1,999	20%	\$64.80	\$12.80
2,000+	25%	\$60.75	\$8.75

Young people (13 to 17) can purchase these bus passes in person and/or on-line similar to how one currently purchases an adult monthly bus pass. Riders utilizing this pass may be requested to present a valid Secondary School Student ID card at time of boarding to confirm eligibility.

In the event that the costs of the pilot are so significant, there is the ability to terminate the agreement with the London Transit Commission and therefore the pilot program under Section 7 of the attached agreement at any time on providing 60 days’ advance notice to the Commission.

Agreement with LTC

The grant to LTC relating to the provision of the subsidized bus pass for youth 13 to 17 years of age will be managed in the same manner as the current three subsidies in place for the income-related bus pass, children under 12 ride for free, and the blind. The budget for this subsidy will reside with Neighbourhood, Children and Fire Services, and LTC will provide an invoice each month based on the actual ridership. This approach ensures that the actual costs associated with the specific subsidy can be tracked and reported on annually.

Attached as Schedule A to the by-law is the formal agreement between the City of London and the London Transit Commission. The LTC will establish a new \$52 fee for a monthly subsidized bus pass for youth 13 to 17 years of age. The City will in return provide grant payments to the LTC to make up the difference between the cost of a subsidized monthly bus pass and the negotiated discounted price for the monthly bus pass. Under Section 10 of the Municipal Act, municipalities may pass by-laws respecting economic, social, and environmental well-being of the municipality and the health, safety, and well-being of persons.

NEXT STEPS

In order to implement the subsidized youth bus pass program by September 1, 2018, Civic Administration and the LTC will undertake the following steps:

Communications Strategy

A detailed communications strategy will be developed in partnership with the LTC to inform the community about changes that are being made to transit subsidy coming into effect September 1, 2018. The strategy will share the information in a number of different ways including:

- a series of posters to be posted on all LTC buses;
- City of London social media;
- City of London and LTC websites; and,
- emails to local organizations (including educational institutions) and networks across the City.

Evaluation Framework

Civic Administration is developing an evaluation framework in order to understand the impact of the youth bus pass program over the duration of the 22 month program. The evaluation will seek to understand a number of variables, including:

- increases in transit ridership;
- percentage of new transit riders as a result of the subsidized transit program;
- the number of subsidized bus passes issued annually to youth; and,
- the number of rides annually through the subsidized transit program.

In addition, surveys will be conducted with program participants in order to understand individual-level impacts of the subsidized transit program.

Development of a Business Case for the 2020-2023 Multi-Year Budget

Consistent with the income-related program implemented for adults 18 and up, the subsidized youth transit program has been implemented utilizing a one-time funding source of funding. A business case will be prepared as part of the 2020-2023 Multi-Year Budget for consideration of permanent funding. This business case will incorporate all subsidized programs (children 5 to 12, youth 13 to 17, income related for adults 18 and over, and the blind) with the objective of standardizing the approach to, and administration of, these programs.

FINANCIAL IMPACT

The City’s net cost of the subsidized youth transit pass program will be entirely dependent on the uptake of the program by eligible youth. The following table illustrates the total annual financial impact of different volumes of passes sold:

# of Passes Sold Per Month	Negotiated Discount on Adult Monthly Pass Rate	Total Annual Net Cost to the City of London
500	10%	\$125,400
1,000	15%	\$202,200
1,500	20%	\$230,400
2,000	25%	\$210,000

As the program does not start until September 1, 2018, the total cost for 2018 will be approximately one-third of the amounts outlined above.

Through the approval of 2018 Budget Amendment #20, Council directed that this program be funded first through Operating Budget Surplus and, if required, through a drawdown from contingency reserves. As part of the 2017 Year End Operating Budget Monitoring Report, approved by Council on April 24, 2018, a \$5 million contribution to the Operating Budget Contingency Reserve was authorized to set aside funding for both the youth and income-related subsidized transit programs. This funding will be drawn upon to fund the actual cost of these programs during 2018 and 2019.

CONCLUSION

One of the strategies in the City of London Strategic Plan aimed at “Building a Sustainable City through *convenient and connected mobility choices*” is to explore a better subsidy model for transit riders so that more Londoners can benefit.”

Affordable transportation is a key component of enhancing the quality of life for all Londoners. Accessible public transit helps to remove and prevent barriers that affect a person’s ability to gain and maintain employment, access health care, recreational, educational and social activities for themselves and their families. In addition, a vibrant, well-used transit system is an important part of building a healthy and inclusive community.

PREPARED AND SUBMITTED BY:	RECOMMENDED BY:
<p>CHERYL SMITH MANAGER, NEIGHBOURHOOD STRATEGIC INITIATIVES & FUNDING NEIGHBOURHOOD, CHILDREN & FIRE SERVICES</p>	<p>LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN & FIRE SERVICES</p>

- c. Lynn Marshall, Solicitor II
 Kyle Murray, Senior Financial Business Administrator
 Kelly Paleczny, London Transit Commission

APPENDIX A

By-law No.

A by-law to approve an agreement with the London Transit Commission for the establishment of a Youth Bus Pass for individuals 13 years of age up to and including 17 years of age, and to authorize a grant to the London Transit Commission for such purpose, and to authorize the Mayor and City Clerk to execute the agreement

WHEREAS By-law No. A.-6377-206, being A By-law to continue the London Transit Commission, provides:

- in Section 2 that the London Transit Commission is a body corporate;
- in Section 7 that the London Transit Commission possesses and may exercise all the powers, rights, authorities and privileges with respect to the operation, extension, alteration, repair, control and management of the local transportation system of the City of London;
- in Subsection 7(a) that such powers, rights, authorities and privileges include “to manage, operate, establish, equip, alter, extend and maintain a bus system over the streets and public places of the City of London.., and in subsection 7(f) “to enter into agreements with the Corporation for all or any of the following: ...the performance of services by the Commission to the Corporation”;
- in Subsection 13 that, “with the intent that the transportation system shall be self-sustaining and shall not operate with a deficit, the Commission shall so regulate and fix all tolls and fares for the carriage of passengers that a revenue shall be produced which, together with the application of an appropriate part of any annual approved operating subsidy from the City of London, other operating revenues and funding from reserves and/or senior levels of government shall be in each year sufficient to provide the cost of operating the transportation system....”;
- in Section 14 that the Council may by by-law enter into an arrangement with the London Transit Commission to provide, either at all times, or within specified times, free transportation or transportation at reduced fares, to any class of residents of the City of London and to provide in such by-law or by-laws for the making of grants to the Commission to cover the cost of providing such transportation;

AND WHEREAS Municipal Council resolved at its Meeting of October 27, 2017, to direct the Managing Director, Neighbourhood, Children and Fire Services to bring forward a proposal for a youth bus pass to be considered during budget deliberations;

AND WHEREAS the Managing Director, Neighbourhood, Children and Fire Services brought forward a proposal for a youth bus pass which was considered during the Strategic Priorities and Policy Committee Multi-Year Budget Meeting of November 27, 2017;

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

AND WHEREAS Council considers it to be in the interests of the municipality to provide a grant to London Transit Commission to cover the cost of providing subsidized transportation to individuals 13 years of age up to and including 17 years of age;

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

1. The agreement attached as Schedule A between The Corporation of the City of London and the London Transit Commission, with respect to subsidized bus transportation for individuals 13 years of age up to and including 17 years of age, commencing September 1, 2018 and the provision of a grant by the City to the London Transit Commission for such purpose, is hereby approved and authorized.
2. The Mayor and City Clerk are authorized and directed to execute the agreement approved in paragraph 1 above on behalf of The Corporation of the City of London.

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

PASSED in Open Council on June 26, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – June 26, 2018
Second Reading – June 26, 2018
Third Reading – June 26, 2018

SCHEDULE A

Page 1 of 2

AGREEMENT (Establishment of a Subsidized Bus Pass for Individuals 13 years of age up to and including 17 years of age)

THIS AGREEMENT made with effect as of September 1, 2018

B E T W E E N:

LONDON TRANSIT COMMISSION
(the “**Commission**”)

OF THE FIRST PART

- AND -

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

OF THE SECOND PART

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

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

AND WHEREAS the Commission is a body corporate and a local board continued under By-law No. A.-6377-206;

AND WHEREAS pursuant to the provisions of Section 14 of By-law No. A.-6377-206, the parties desire to enter into an agreement for the Commission to provide transportation at reduced fares in the form of a reduced cost bus pass to youth 13 years of age up to and including 17 years of age and for the City to provide grants to the Commission to cover the costs of providing such transportation.

NOW THEREFORE IN CONSIDERATION of the premises and the covenants and agreements hereinafter contained, the parties agree as follows:

1. **Commencement of Agreement**
This Agreement shall commence on September 1, 2018.
2. **Monthly Youth Bus Pass - Fee**
Commencing September 1, 2018, the Commission shall create a new monthly Youth Bus Pass with a fee of:
 - (a) \$52 for a Youth Bus Pass for 2018;
 - (b) \$52 or such other amount as determined by Council by resolution or by-law for a Youth Bus Pass for 2019 and subsequent years.
3. **Eligibility**
The Youth Bus Pass shall only be available for use by individuals of a class based on the following:
 - 13 years of age up to and including 17 years of age; and,
 - City of London resident.

If eligible to use a Youth Bus Pass as set out above, such individuals shall be entitled to use a Youth Bus Pass for transportation on buses operated by the Commission in the City of London, for the fee set out in 2(a) or 2(b) above.

The Commission shall use best efforts to ensure that only those individuals who are eligible to use a Youth Bus Pass are allowed to use the Youth Bus Pass for transportation on buses operated by the Commission in the City of London.

4. **Youth Bus Pass - Statistics**

The Commission will provide the City with ridership statistics for the Youth Bus Passes on a monthly basis as part of the monthly invoicing.

5. **Invoice**

The Commission will provide a monthly invoice to the City based on the actual sale of Youth Bus Passes in the preceding month multiplied by the difference between the cost of the Youth Bus Pass and the discounted cost of an adult full month pass based on the following sliding scale:

# of Passes Purchased Per Month	Discount on Adult Monthly Pass Rate (for all passes sold)
0-500	10%
501-999	12.5%
1,000-1,499	15%
1,500-1,999	20%
2,000+	25%

The City shall not be responsible for any costs (including any administration fee) associated with the replacement of Youth Bus Passes that have been lost or stolen.

6. **Grant to Commission**

The City will pay monthly by way of grant to the Commission the amount in the preceding month as determined in paragraph 5. Such grant represents the cost to the Commission of providing the subsidized Youth Bus Pass.

7. The City may terminate this agreement at any time on providing 60 days' advance notice to the Commission.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

SIGNED, SEALED, AND DELIVERED

LONDON TRANSIT COMMISSION

Per: _____

Print Name: _____

General Manager*

*I have authority to bind the Commission.

Per: _____

Print Name: _____

Secretary-Treasurer*

*I have authority to bind the Commission.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Matt Brown, Mayor

Per: _____

Catharine Saunders, City Clerk

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT	AGREEMENT – THE OPTIMIST CLUB OF FANSHAWE, LONDON FANSHAWE OPTIMIST PARK – CHILDREN & YOUTH FACILITIES

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the attached By-law (Appendix A) **BE INTRODUCED** at the Municipal Council of June 26, 2018:

- a) **TO APPROVE** an agreement (Schedule A) with The Optimist Club of Fanshawe, London for their sponsorship of the construction of the Fanshawe Optimist Park - Children and Youth Facilities for accessible playground equipment including a woodchip safety surface, a half basketball court and improvements to the area where the annual neighbourhood outdoor ice rink is constructed and operated by neighbourhood residents; and
- b) **TO AUTHORIZE** the Mayor and City Clerk to execute the Agreement in (a) above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Municipal Council, at its session held on June 25, 2013 resolved to approve the agreement with The Optimist Club of Fanshawe, London for their sponsorship of the construction of the Constitution Park – Children and Youth Facilities (accessible play equipment, multi-use sports pad).

BACKGROUND

The Optimist Club of Fanshawe, London (Club) was formed in 1978 as part of Optimist International to serve the youth and community of north east London. Since its founding, the Club has fulfilled the Optimist International goal of “Bringing Out the Best in Kids” by investing over \$1 Million and countless hours in activities to support their youth and community projects. The legacy of the great work by the Club is on constant display through their support of sports teams, oratorical program, summer camps, bike rodeos, coats for kids collection, river safety program and donations to charities, to mention a few of their activities.

In 2016, The Optimist Club of Fanshawe, London engaged with City of London (City) Civic Administration expressing an interest to contribute financially to the Fanshawe Optimist Park project. Project implementation was deferred until 2018 due to the Fanshawe Park Road construction project.

The purpose of this report is to recognize and formalize the generous financial contribution by The Optimist Club of Fanshawe, London to the construction of additional amenities in Fanshawe Optimist Park.

The Club has generously committed \$40,000 over a 3 year period with \$15,000 payable in 2018 and 2019, and \$10,000 in 2020, to the construction of new children and youth facilities at Fanshawe Optimist Park. The City will be contributing \$106,000 towards this project, funded from existing capital programs previously approved by Council, which brings the total investment to \$146,000. The sponsorship by the Club significantly enhances the project by allowing for additional new accessible playground equipment including a woodchip safety surface, and a half basketball court to be constructed accommodating more children, youth and families. This contribution allows the City to invest its funding into an enhanced pathway circuit, park grading/seeding, tree planting, and benches. These plans reflect public input received in the Fall of 2017, and construction is planned to commence in June of 2018.

The sponsorship conforms with the Corporate Sponsorship and Advertising Policy.

An agreement has been created (Schedule A) which outlines the responsibilities of the City of London and sponsorship by The Optimist Club of Fanshawe, London.

FINANCIAL IMPACT

The total contribution of \$40,000 from The Optimist Club of Fanshawe, London will enhance the park and increase the recreation play opportunities for Londoners.

The new amenities will require an additional one thousand dollars annually to maintain. Funds will be found through efficiencies within existing operating budgets.

ACKNOWLEDGEMENTS

This report and agreement was prepared with the assistance of Lisa McNiven, Environmental and Parks Planning, Dianna Clarke, Parks and Recreation, Lynn Marshall, City Solicitor's Office; and, Kyle Murray, Financial and Business Services.

SUBMITTED BY:	RECOMMENDED BY:
PAUL D'HOLLANDER MANAGER, NEIGHBOURHOOD OPERATIONS, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES	LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES

- c. Dave Wilson, President, The Optimist Club of Fanshawe, London
Chris Lyons, Committee Chair, The Optimist Club of Fanshawe, London
Andrew Macpherson, Manager, Environmental and Parks Planning
Scott Stafford, Managing Director, Parks and Recreation
Kyle Murray, Senior Financial Business Administrator, Financial and Business Services

APPENDIX A

Bill No.

By-law No.

A By-law to authorize and approve an Agreement with The Optimist Club of Fanshawe, London re: Fanshawe Optimist Park

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

1. The Agreement to be entered into between The Corporation of the City of London and The Optimist Club of Fanshawe, London, attached as Schedule A to this By-law, regarding the construction of children and youth facilities at Fanshawe Optimist Park, 65 Tweed Crescent, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2018

Matt Brown
Mayor

Cathy Saunders
City Clerk

First reading -
Second reading –
Third reading –

SCHEDULE A

THIS AGREEMENT dated this 8th day of May, 2018

between

THE CORPORATION OF THE CITY OF LONDON
(the "City")

and

THE OPTIMIST CLUB OF FANSHAWE, LONDON
("Optimist Club")

WHEREAS the City owns and operates a public park located at 65 Tweed Crescent ("Fanshawe Optimist Park") in the City of London;

AND WHEREAS the City has undertaken to design, construct, and maintain, at its sole cost, children and youth facilities in Fanshawe Optimist Park, including accessible playground equipment and a woodchip safety surface, and a half basketball court (the "Facilities");

AND WHEREAS Optimist Club has undertaken to make a \$40,000.00 contribution toward the cost of construction of the Facilities;

NOW THEREFORE in consideration of the mutual premises and covenants hereinafter set forth, the parties hereto agree as follows:

1.0 OBLIGATIONS OF OPTIMIST CLUB

1.1 The Optimist Club shall pay to the City the sum of forty thousand dollars (\$40,000.00) in three (3) annual installments as follows:

- (a) \$15,000 on the later of the commencement of construction of the Facilities or September 1, 2018; plus,
- (b) \$15,000 on the later of one year after commencement of construction of the Facilities or September 1, 2019; plus,
- (c) \$10,000 on the later of two years after commencement of construction of the Facilities or September 1, 2020.

2.0 General

- 2.1** If the Optimist Club fulfills its obligation in section 1.1(a), the City will recognize the contribution by installing signage at the Facilities as determined in the City's sole discretion. The form of signage shall be consistent with corporate signage and plaque guidelines. The cost associated with signage will be the responsibility of the City. The City will make all final decisions concerning what is placed or occurs on City property and in its buildings.
- 2.2** The Optimist Club represents and warrants that the City may use the name of the Optimist Club on signage under this agreement without penalty or additional cost to the City.
- 2.3** The City shall be the sole owner of any assets purchased using funds under section 1.1, and the City may dispose of any such assets at the City's sole discretion.

3.0 Termination.

3.1 The City may terminate this Agreement immediately if:

- (i) the Optimist Club ceases its operations; or
- (ii) the Optimist Club fails to make one or more payments under section 1.1; or
- (iii) Fanshawe Optimist Park is closed or otherwise disposed of by the City.

Any termination by the City under this section shall be without penalty or liability to the City, and the City shall have no further obligations to Optimist Club.

3.2 Subject to earlier termination under section 3.1, this Agreement shall terminate on September 1, 2020.

IN WITNESS WHEREOF the parties have executed this agreement under the hands of its duly authorized officers.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Matt Brown, Mayor

Catharine Saunders, City Clerk

THE OPTIMIST CLUB OF FANSHAWE, LONDON



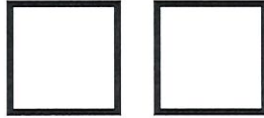
Dave Wilson, President



Gerry Savage, Secretary



Chris Lyons, Committee Chair



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	LONDON POLICE SERVICE
SUBJECT	COMMUNITY POLICING PARTNERSHIP PROGRAM

RECOMMENDATION

That, on the recommendation of the Chief of Police, the following action be taken with respect to the Contractual Agreement and Schedules in relation to the Community Policing Partnership Program:

- (a) the attached by-law **BE INTRODUCED** at the Municipal Council meeting on June 26, 2018 to approve the agreement noted above between Her Majesty The Queen in Right of Ontario as represented by the Minister of the Ministry of Community Safety and Correctional Services, The Corporation of the City of London and the London Police Services Board; and,
- (b) the Mayor and City Clerk **BE AUTHORIZED** to execute the said agreement on behalf of The Corporation of the City of London.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Contract extensions have been executed in 2003, 2005, 2007, 2009, 2010, 2012, 2014, 2016, and 2017.

BACKGROUND


In November, 1998, the Province introduced the Community Policing Partnerships (CPP) Program. The program was initiated as a five year partnership between the province and municipalities where the Ontario Government provides fifty percent of salary and benefit costs to a maximum of \$30,000 per allocated officer. The program is intended to increase police presence and support targeted enforcement initiatives addressing high crime areas such as residential break and enters, vehicle thefts, crimes impacting neighbourhoods, and street crime. The London Police Service receives funding for 30 front-line officers representing annual revenue of \$900,000.

Contract extensions have been executed in 2003, 2005, 2007, 2009, 2010, 2012, 2014, 2016 and 2017. The amendment is for the period from April 1, 2018 through March 31, 2019.

It is anticipated that this grant will be replaced in future by the Police Effective and Modernization Grant (PEM). There are no guarantees that the same level of funding will be maintained after April 1, 2020.

Risk Management has reviewed the Indemnification clause in the agreement and provides the following information: "The indemnity provision is a standard provision, which in the case of this agreement is acceptable."

The Recipient and the Board will mitigate risks associated with this transfer payment agreement by using the optimum level of oversight, control and discipline enabling us to manage risk in changing environments and help provide the proper level of assessment to ensure that the planning outcomes meet the necessary objectives. This will be done using clearly defined expectations of the objectives, functions, and eligibility criteria for all planning activities that are supported by this transfer payment agreement.

RECOMMENDED BY:

John Pare M.O.M., CHIEF, LONDON POLICE SERVICE

Bill No.

By-law No.

A by-law to approve the Community Policing Partnerships (CPP) Program and to authorize the Mayor and the City Clerk to execute the Agreement.

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 agreement attached hereto as Schedule A to this by-law be entered into between Her Majesty The Queen in Right of Ontario as represented by the Minister of the Ministry of Community Safety and Correctional Services, The Corporation of the City of London and the London Police Services Board as it relates to the provision of funding under the Community Policing Partnerships Program to maintain a front-line presence.
2. The Mayor and the City Clerk are authorized to execute the agreement attached hereto as Schedule A.
3. 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 –

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2018

BETWEEN :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

(the "Province")

- and -

The Corporation of the City of London

(the "Recipient")

- and -

London Police Services Board

(the "Board")

BACKGROUND

- A. In 2003, the Province established the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program (the "Program") as part of the government's commitment to make Ontario communities safer by enhancing police visibility.
- B. The Province wishes to continue to fund the activities of the Board by providing funds to the Recipient for the purposes of supporting its contribution to the Board's budget to maintain the increased number of sworn officers for enhanced police visibility.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule "A" - General Terms and Conditions
 - Schedule "B" - Project Specific Information and Additional Provisions
 - Schedule "C" - Project
 - Schedule "D" - Budget
 - Schedule "E" - Payment Plan
 - Schedule "F" - Reports, and
- any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

Broader Public Sector Accountability Act, 2010 (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act (Ontario)* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Community Safety and Correctional Services**

Date

Name: Stephen Waldie
Title: Director, External Relations Branch

The Corporation of the City of London

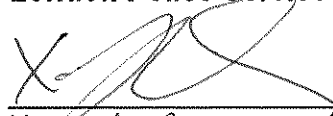
Date

Name:
Title:

I have authority to bind the Recipient.

London Police Services Board

May 22/18
Date



Name: Mohamed Mo Salih
Title: Chair, LPSB

I have authority to bind the Board.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province, the Recipient and the Board, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province, the Recipient and the Board.

“Party” means either the Province, the Recipient or the Board

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient and the Board each represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient and the Board each represents and warrants that it has:

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

A2.3 **Governance.** The Recipient and the Board each represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's or the Board's organization;
- (b) procedures to enable the Recipient's or the Board's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient or the Board;
- (d) procedures to enable the Recipient or the Board to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient or the Board to complete the Project successfully;
- (f) procedures to enable the Recipient or the Board to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient or the Board to address such other matters as the Recipient or the Board considers necessary to enable the Recipient or the Board to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient, the Board or both will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 **REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Preparation and Submission.** The Recipient and the Board, as applicable will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient and the Board will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises to review the progress of the Project and the Recipient's and the Board's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take

one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient or the Board in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient and the Board will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient and the Board will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient and the Board will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of

the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient and the Board.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient or the Board breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's or the Board's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient or the Board ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the

Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province, the Recipient and the Board respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient and the Board will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfilment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient or the Board:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Board has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,400,000.00
Expiry Date	March 31, 2019
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000
Insurance	\$ 5,000,000
Contact information for the purposes of Notice to the Province	Position: James Y. Lee Community Safety Analyst Address: 25 Grosvenor Street, 12 th Floor, Toronto, ON, M7A 2H4 Fax: Email: james.y.lee@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Mayor Address: City Hall, 300 Dufferin Avenue P.O. Box 5035, London, ON N6A 4L9 Fax: Email: mayor@london.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Managing Director, Corporate Services and City Treasurer, Chief Financial Officer Address: 300 Dufferin Avenue , London, ON N6A 4L9 Fax: Email: abarbon@london.ca
Contact information for the purposes of Notice to the Board	Position: Chair Address: P.O. Box 3415 601 Dundas Street, London, ON N6A 4K9 Fax: Email: lpsb@police.london.ca
Canada Revenue Agency Business Number of the Recipient	119420883

Additional Provisions:

Article A8 is hereby amended by the addition of the following provision A8.3:

A8.3 **Prior Written Approval.** The Recipient and the Board agree to obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

SCHEDULE "C"
PROJECT

C.1 BACKGROUND

- When the 1,000 Officers Program was established, approximately 500 officers were allocated to community policing duties and 500 to the six high priority areas of youth crime, guns and gangs, organized crime and marijuana grow ops, dangerous offenders, domestic violence and protecting children from internet luring.
- Of these 1,000 officers,
 - 60 were allocated to Northern and First Nations police services that are eligible to receive up to \$70,000/officer/ year.
 - For the remaining 940 officers funded under the program, municipalities (including municipal police services and OPP municipal contract locations) are eligible to receive up to \$35,000/officer/year.
- The \$70,000 and \$35,000 amounts noted above include a maximum overtime payment of \$5,000/officer.
- Salary-related costs are eligible for funding, but training and equipment costs are not.

SCHEDULE "D"
BUDGET

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule B.

E.2 ALLOCATION

1. The Province will provide the Funds in accordance with the Project, under the terms of which the Board will maintain visible front-line and/or targeted areas/court efficiencies policing activities ("**1,000 Officers Activities**") as outlined in the original grant application.
2. The Funds shall be used by the Board and the Recipient solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the October 23, 2003 Benchmark, due to the assignment of front-line police officers to non-1,000 Officers Activities.

October 23, 2003 Benchmark

3. The Project will continue to share the cost of increases to the actual total number of sworn officers above the October 23, 2003 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Province is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Project will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

E.3 USE OF THE FUNDS

4. The Funds shall be used only to pay the costs of salaries, overtime and payroll benefits to a maximum of \$70,000 per officer per year for the 60 officers allocated to Northern and First Nations police services, and half of the costs of salaries, overtime and payroll benefits to a maximum of \$35,000.00 per officer per year for the remaining 940 officers hired under the 1,000 Officers Program who are engaged in full time 1,000 Officers Activities. The Province's share of overtime will not exceed \$5,000.00 per officer.

SCHEDULE "E"
PAYMENT PLAN

E.1 PAYMENT SCHEDULE

- A. The Province will reimburse the Recipient semi-annually subject to the Province receiving and approving the interim and final 1,000 Officers Program reports. Overtime will be paid annually after the 1,000 Officers Program Final Report, in the form provided in Schedule "F", is received and approved by the Province.
- B. The Recipient and/or the Board may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the 1,000 Officers Program interim and final reports.
- C. Approval of the interim and final reports is at the sole discretion of the Province.

SCHEDULE "F"
REPORTS

F.1 REPORTS AND DEADLINES

1. The Board is required to report on the allocation of officers under the 1,000 Officers Program and how the Funds were used for the purposes set out in Schedule "D" through an Interim and Final Report explained further below. While the Recipient would not be required to submit a separate report, the Recipient's requirement is for the receipt and use of the Funds toward the Board budget.
2. The Board shall, by October 16th 2018, submit the CPP Program Interim Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Interim Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date; and
 - (b) update/confirm the number of sworn officer(s) to date.
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.
3. The Board shall, by March 4th 2019, submit the CPP Program Final Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Final Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date;
 - (b) update/confirm the number of sworn officer(s) to date; and
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.

Please complete all sections in blue of this form.
Please refer to Instructions tab.

Section A: POLICE SERVICE/GRANTEE INFORMATION

Name of Police Service: _____

Chief of Police/Detachment Commander Information:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Police Services/Detachment:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Mayor/CAO of Municipality or Regional Municipality or Band Council:

Name of Municipality or Regional Municipality or Band Council: _____
 Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Municipality or Regional Municipality or Band Council:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Chair of Police Services Board or First Nation Commission:

Name of Police Services Board or First Nations Commission: _____
 Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Police Services Board or First Nation Commission:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Section B:

Number of Sworn Officers as Today: _____

Reporting period covering from April 1 to March 31 for the fiscal year of 2018-2019

Total Amount Requested for CPP interim payment (From April 1 to September 30):	#N/A
Total Amount Requested for 1,000 Officers interim payment (From April 1 to September 30):	#N/A

Section C:

Chief of Police/Detachment Commander: (Please Print Name)	Name of Police Service/Detachment:
Signature:	Date:

Section A: POLICE SERVICE/GRANTEE INFORMATION

Name of Police Service: _____

Chief of Police/Detachment Commander Information:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Police Services/Detachment:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Mayor/CAO of Municipality or Regional Municipality or Band Council:

Name of Municipality or Regional Municipality or Band Council: _____

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Municipality or Regional Municipality or Band Council:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Chair of Police Services Board or First Nation Commission:

Name of Police Services Board or First Nations Commission: _____

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Police Services Board or First Nation Commission:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Section B:

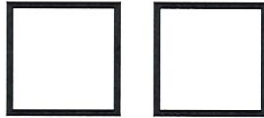
Number of Sworn Officers as Today: _____

Reporting period covering from April 1 to March 31 for the fiscal year of 2018-2019

Total Amount Requested for CPP interim payment (From April 1 to September 30):	#N/A
Total Amount Requested for CPP final payment (October 1, March 31):	#N/A
Total Amount Requested for CPP (From April 1 to March 31):	#N/A
Total Amount Requested for 1,000 Officers interim payment (From April 1 to September 30):	#N/A
Total Amount Requested for 1,000 Officers final payment (October 1, March 31):	#N/A
Total Amount Requested for 1,000 Officers (From April 1 to March 31):	#N/A

Section C:

Chief of Police/Detachment Commander: (Please Print Name)	Name of Police Service/Detachment:
Signature:	Date:



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	LONDON POLICE SERVICES BOARD
SUBJECT	SAFER COMMUNITIES – 1,000 OFFICERS PARTNERSHIP PROGRAM

RECOMMENDATION

That, on the recommendation of the Chief Of Police, the following actions be taken with respect to an agreement between Her Majesty The Queen in Right of Ontario as represented by the Minister of the Ministry of Community Safety and Correctional Services, The Corporation of the City of London and the London Police Services Board as it relates to the provision of funding under the Safer Communities – 1,000 Officers Partnership Program (SCOOP) for the funding of police officers:

- (a) the attached by-law **BE INTRODUCED** at the Municipal Council meeting on June 26, 2018 to approve the agreement noted above between Her Majesty The Queen in Right of Ontario as represented by the Minister of the Ministry of Community Safety and Correctional Services, The Corporation of the City of London and the London Police Services Board; and,
- (b) the Mayor and City Clerk **BE AUTHORIZED** to execute the said agreement on behalf of The Corporation of the City of London.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Contract extensions have been executed in 2006, 2008, 2010, 2012, 2014, 2016 and 2017.

BACKGROUND


On May 18, 2005 the Provincial Government announced the “Safer Communities – 1000 Officers Partnership Program” (SCOOP). This program provided \$35 Million in funding to put more officers on the street with the goal of stronger, safer, and more prosperous communities. The LPS made application under this program and secured funding for 40 Police Officers. This amounts to \$1.4 Million in revenue annually and allows for an enhancement of resources in the following areas: Community Policing (3); Youth Crime (15); Guns and Gangs (14); Organized Crime (4); and, Protecting Children from Internet Luring and Child Pornography (4).

Contract extensions have been executed in 2006, 2008, 2010, 2012, 2014, 2016, and 2017. The amendment is for the period from April 1, 2018 through March 31, 2019.

It is anticipated that this grant will be replaced in future by the Police Effective and Modernization Grant (PEM). There are no guarantees that the same level of funding will be maintained after April 1, 2020.

Risk Management has reviewed the Indemnification clause in the agreement and provides the following information: “The indemnity provision is a standard provision, which in the case of this agreement is acceptable.”

The Recipient and the Board will mitigate risks associated with this transfer payment agreement by using the optimum level of oversight, control and discipline enabling us to manage risk in changing environments and help provide the proper level of assessment to ensure that the planning outcomes meet the necessary objectives. This will be done using clearly defined expectations of the objectives, functions, and eligibility criteria for all planning activities that are supported by this transfer payment agreement.

RECOMMENDED BY:

John Pare M.O.M., CHIEF, LONDON POLICE SERVICE

Bill No.

By-law No.

A by-law to approve the Safer Communities – 1,000 Officers Partnership Program and to authorize the Mayor and the City Clerk to execute the Agreement.

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 agreement attached hereto as Schedule A to this by-law be entered into between Her Majesty The Queen in Right of Ontario as represented by the Minister of the Ministry of Community Safety and Correctional Services, The Corporation of the City of London and the London Police Services Board as it relates to the provision of funding under the Safer Communities – 1,000 Officers Partnership Program.

2. The Mayor and the City Clerk are authorized to execute the agreement attached hereto as Schedule A.

3. 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 –

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2018

BETWEEN :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

(the "Province")

- and -

The Corporation of the City of London

(the "Recipient")

- and -

London Police Services Board

(the "Board")

BACKGROUND

- A. In 2003, the Province established the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program (the "Program") as part of the government's commitment to make Ontario communities safer by enhancing police visibility.
- B. The Province wishes to continue to fund the activities of the Board by providing funds to the Recipient for the purposes of supporting its contribution to the Board's budget to maintain the increased number of sworn officers for enhanced police visibility.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Community Safety and Correctional Services**

Date

Name: Stephen Beckett
Title: Assistant Deputy Minister, Public Safety Division

The Corporation of the City of London

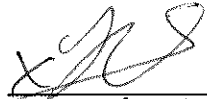
Date

Name:
Title:

I have authority to bind the Recipient.

London Police Services Board

May 22/10
Date



Name: Mohamed Mo Salih
Title: Chair, LPSB

I have authority to bind the Board.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province, the Recipient and the Board, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“**Funds**” means the money the Province provides to the Recipient pursuant to the Agreement.

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“**Maximum Funds**” means the maximum Funds set out in Schedule “B”.

“**Notice**” means any communication given or required to be given pursuant to the Agreement.

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“**Parties**” means the Province, the Recipient and the Board.

“**Party**” means either the Province, the Recipient or the Board

“**Project**” means the undertaking described in Schedule “C”.

“**Reports**” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient and the Board each represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient and the Board each represents and warrants that it has:

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

A2.3 **Governance.** The Recipient and the Board each represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's or the Board's organization;
- (b) procedures to enable the Recipient's or the Board's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient or the Board;
- (d) procedures to enable the Recipient or the Board to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient or the Board to complete the Project successfully;
- (f) procedures to enable the Recipient or the Board to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient or the Board to address such other matters as the Recipient or the Board considers necessary to enable the Recipient or the Board to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient, the Board or both will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 **REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Preparation and Submission.** The Recipient and the Board, as applicable will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient and the Board will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises to review the progress of the Project and the Recipient's and the Board's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take

one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient or the Board in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient and the Board will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient and the Board will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient and the Board will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of

the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient and the Board.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient or the Board breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's or the Board's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (d) the Recipient or the Board ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the

Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province, the Recipient and the Board respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient and the Board will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient or the Board:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Board has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,400,000.00
Expiry Date	March 31, 2019
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000
Insurance	\$ 5,000,000
Contact information for the purposes of Notice to the Province	Position: James Y. Lee Community Safety Analyst Address: 25 Grosvenor Street, 12 th Floor, Toronto, ON, M7A 2H4 Fax: Email: james.y.lee@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Mayor Address: City Hall, 300 Dufferin Avenue P.O. Box 5035, London, ON N6A 4L9 Fax: Email: mayor@london.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Managing Director, Corporate Services and City Treasurer, Chief Financial Officer Address: 300 Dufferin Avenue , London, ON N6A 4L9 Fax: Email: abarbon@london.ca
Contact information for the purposes of Notice to the Board	Position: Chair Address: P.O. Box 3415 601 Dundas Street, London, ON N6A 4K9 Fax: Email: lpsb@police.london.ca
Canada Revenue Agency Business Number of the Recipient	119420883

Additional Provisions:

Article A8 is hereby amended by the addition of the following provision A8.3:

A8.3 **Prior Written Approval.** The Recipient and the Board agree to obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

SCHEDULE "C"
PROJECT

C.1 BACKGROUND

- When the 1,000 Officers Program was established, approximately 500 officers were allocated to community policing duties and 500 to the six high priority areas of youth crime, guns and gangs, organized crime and marijuana grow ops, dangerous offenders, domestic violence and protecting children from internet luring.

- Of these 1,000 officers,
 - 60 were allocated to Northern and First Nations police services that are eligible to receive up to \$70,000/officer/ year.
 - For the remaining 940 officers funded under the program, municipalities (including municipal police services and OPP municipal contract locations) are eligible to receive up to \$35,000/officer/year.

- The \$70,000 and \$35,000 amounts noted above include a maximum overtime payment of \$5,000/officer.

- Salary-related costs are eligible for funding, but training and equipment costs are not.

SCHEDULE "D"
BUDGET

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule B.

E.2 ALLOCATION

1. The Province will provide the Funds in accordance with the Project, under the terms of which the Board will maintain visible front-line and/or targeted areas/court efficiencies policing activities ("**1,000 Officers Activities**") as outlined in the original grant application.
2. The Funds shall be used by the Board and the Recipient solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the October 23, 2003 Benchmark, due to the assignment of front-line police officers to non-1,000 Officers Activities.

October 23, 2003 Benchmark

3. The Project will continue to share the cost of increases to the actual total number of sworn officers above the October 23, 2003 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Province is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Project will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

E.3 USE OF THE FUNDS

4. The Funds shall be used only to pay the costs of salaries, overtime and payroll benefits to a maximum of \$70,000 per officer per year for the 60 officers allocated to Northern and First Nations police services, and half of the costs of salaries, overtime and payroll benefits to a maximum of \$35,000.00 per officer per year for the remaining 940 officers hired under the 1,000 Officers Program who are engaged in full time 1,000 Officers Activities. The Province's share of overtime will not exceed \$5,000.00 per officer.

SCHEDULE "E"
PAYMENT PLAN

E.1 PAYMENT SCHEDULE

- A. The Province will reimburse the Recipient semi-annually subject to the Province receiving and approving the interim and final 1,000 Officers Program reports. Overtime will be paid annually after the 1,000 Officers Program Final Report, in the form provided in Schedule "F", is received and approved by the Province.
- B. The Recipient and/or the Board may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the 1,000 Officers Program interim and final reports.
- C. Approval of the interim and final reports is at the sole discretion of the Province.

SCHEDULE "F" REPORTS

F.1 REPORTS AND DEADLINES

1. The Board is required to report on the allocation of officers under the 1,000 Officers Program and how the Funds were used for the purposes set out in Schedule "D" through an Interim and Final Report explained further below. While the Recipient would not be required to submit a separate report, the Recipient's requirement is for the receipt and use of the Funds toward the Board budget.
2. The Board shall, by October 16th 2018, submit the CPP Program Interim Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Interim Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date; and
 - (b) update/confirm the number of sworn officer(s) to date.
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.
3. The Board shall, by March 4th 2019, submit the CPP Program Final Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Final Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date;
 - (b) update/confirm the number of sworn officer(s) to date; and
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.

Please complete all sections in blue of this form.
Please refer to Instructions tab.

Section A: POLICE SERVICE/GRANTEE INFORMATION

Name of Police Service: _____

Chief of Police/Detachment Commander Information:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Police Services/Detachment:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Mayor/CAO of Municipality or Regional Municipality or Band Council:

Name of Municipality or Regional Municipality or Band Council: _____

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Municipality or Regional Municipality or Band Council:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Chair of Police Services Board or First Nation Commission:

Name of Police Services Board or First Nations Commission: _____

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Police Services Board or First Nation Commission:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Section B:

Number of Sworn Officers as Today: _____

Reporting period covering from April 1 to March 31 for the fiscal year of 2018-2019

Total Amount Requested for CPP interim payment (From April 1 to September 30):	#N/A
Total Amount Requested for 1,000 Officers interim payment (From April 1 to September 30):	#N/A

Section C:

Chief of Police/Detachment Commander: (Please Print Name)	Name of Police Service/Detachment:
Signature:	Date:

Please complete all sections in blue of this form.
Please refer to Instructions tab.

Section A: POLICE SERVICE/GRANTEE INFORMATION

Name of Police Service: _____

Chief of Police/Detachment Commander Information:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Police Services/Detachment:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Mayor/CAO of Municipality or Regional Municipality or Band Council:

Name of Municipality or Regional Municipality or Band Council: _____
 Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Municipality or Regional Municipality or Band Council:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Chair of Police Services Board or First Nation Commission:

Name of Police Services Board or First Nations Commission: _____
 Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Contact person information of Police Services Board or First Nation Commission:

Salutation: _____
 Last Name: _____
 Address 1: _____
 Address 2: _____
 City: _____
 Tel #: _____

Section B:

Number of Sworn Officers as Today: _____

Reporting period covering from April 1 to March 31 for the fiscal year of 2018-2019

Total Amount Requested for CPP interim payment (From April 1 to September 30):	#N/A
Total Amount Requested for CPP final payment (October 1, March 31):	#N/A
Total Amount Requested for CPP (From April 1 to March 31):	#N/A
Total Amount Requested for 1,000 Officers interim payment (From April 1 to September 30):	#N/A
Total Amount Requested for 1,000 Officers final payment (October 1, March 31):	#N/A
Total Amount Requested for 1,000 Officers (From April 1 to March 31):	#N/A

Section C:

Chief of Police/Detachment Commander: (Please Print Name)	Name of Police Service/Detachment:
Signature:	Date:

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	GREENON SOCIAL HOUSING PROGRAM

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law attached as Appendix "A" **BE INTRODUCED** at the Municipal Council meeting to be held on June 26, 2018 to:

- a) **authorize** and **approve** a Transfer Payment Agreement substantially in the form attached (as Schedule "1") to the by-law between The Corporation of the City of London and the Housing Services Corporation for the GreenON Social Housing Program;
- b) **authorize** the Mayor and the City Clerk to execute the Agreement authorized and approved in part a), above;
- c) **authorize** the Managing Director of Housing, Social Services and Dearness Home, or designate, to execute any documents and reports in furtherance of this Agreement, as required;
- d) **authorize** and **approve** a Housing Provider Contribution Agreement, in a form satisfactory to the City Solicitor, between the Corporation of the City of London and Housing Providers; and
- e) **authorize** the Managing Director of Housing, Social Services and Dearness Home, or designate, to execute the Housing Provider Contribution Agreements authorized and approved in part d), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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None

BACKGROUND

Link to Corporate Strategic Plan

Improving our housing infrastructure links to the Corporate Strategic Plan's key area of focus of **Strengthening our Community** and the strategy of providing **Caring and Compassionate Services**, specifically 3C "Reduce and Prevent Homelessness"

Intent of this Report

1. Provide background on GreenON Social Housing Program;
2. Request approval of the Transfer Payment Agreement between the City and the Housing Services Corporation to administer funding for the GreenON Social Housing Program;
3. Request approval for the Managing Director of Housing, Social Services and Dearness Home or his/her designate to execute any documents and reports in furtherance of the Agreement as required; and
4. Request approval for the Managing Director of Housing, Social Services and Dearness Home or his/her designate to execute, on behalf of the City, the GreenON Social Housing Program Contribution Agreements between the City and Housing Providers in a form satisfactory to the City Solicitor.

Background

The Green Ontario Fund Agency is a not-for-profit provincial agency tasked with reducing greenhouse gas pollution in buildings and industry while helping Ontarians save money on energy costs. Through various programs and partnerships, the Green Ontario Fund helps people, communities and businesses take climate action into their own hands.

On February 9, 2018, the Green Ontario Fund announced the GreenON Social Housing Program for eligible social housing apartment buildings across Ontario. The program, which will be administered by the Housing Services Corporation (HSC), will invest \$25 million to support greenhouse gas (GHG) emissions reduction retrofits in social housing apartment buildings with less than 100 units across the province. With buildings generating almost a quarter of Ontario's greenhouse gas emissions, this announcement supports the province's Climate Change Action Plan. The objective of GreenON Social Housing program is to fund eligible retrofits including those that utilize the latest low-carbon or carbon-free energy technologies/systems.

The majority of Ontario's social housing apartment buildings were developed at a time when little attention was paid to energy-efficient design. Many of these buildings are at a stage in their life-cycles when their mechanical systems and building equipment need to be replaced. Investments in energy efficiency upgrades in these apartment buildings will reduce emissions and operating costs, improve the performance of social housing stock in Ontario, and enhance resident comfort.

Existing programs are already supporting GHG emissions reduction retrofits in large buildings with more than 100 units through the Social Housing Apartment Retrofit Program (SHARP) and Social Housing Apartment Improvement Program (SHAIP). The GreenON Social Housing Program will build on the success of these programs to cover smaller buildings. The scope of retrofit activities under GreenON Social Housing Program will be consistent with those of SHAIP and funds will be disbursed between June 2018 and March 31, 2021, when the projects reach completion.

Key outcomes expected from the program include:

- Reduced GHG emissions
- Increased comfort and quality of life for Ontario's low-income and vulnerable tenants
- Decreased operating costs for social housing providers through the energy savings resulting from the retrofit activities, increasing the long-term sustainability of existing social housing stock
- Supporting the GHG retrofit sector and creating local jobs across Ontario

Funding

To support requests for funding allocations, Service Managers were invited to submit a business case to HSC by March 28, 2018. The City of London, designated under the *Housing Services Act, 2011* as the Service Manager for Housing Services for the City of London and the County of Middlesex, submitted a GreenON Business Case for funding.

Submissions were evaluated by an independent panel of stakeholders. Accordingly, the panel determined that all Service Manager applicants would be given the opportunity to undertake at least one project in their region that contributes to the goal of reducing greenhouse gas emissions. To ensure fairness in funding allocations, a model was developed that allocated a percentage of program funding to each service manager area.

As a result, the City of London has been awarded a funding allocation of \$972,546.

Eligibility Criteria

Projects are eligible to receive funding if they meet the following eligibility criteria:

- Must be a single social housing apartment building;
- Must contain less than 100 units;
- Must be social housing (i.e. must be subject to a transferred housing program under the *Housing Services Act, 2011*); and
- Must not have previously received or be receiving funding under existing GHG reduction programs including the Social Housing Apartment Retrofit Program (SHARP), Social Housing Apartment Investment Program (SHAIP), Social Housing Electricity Efficiency Program (SHEEP) or Municipal GHG Challenge Fund.

Eligible Building Retrofits

To support the program objectives, the following retrofit activities are eligible to be funded:

- The costs of required building energy audits (pre-retrofit and post-retrofit);
- Replacing building heating and/or cooling systems and associated sub-components of these systems including mechanical insulation;
- Upgrading exterior or interior insulation;
- Solar walls;
- Upgrading building windows and/or exterior doors;
- Upgrading building lighting systems including converting to light-emitting diode (LED) lighting systems, lighting controls or sensors;
- Re-cladding or upgrading building envelopes; and
- Proposed retrofits that utilize latest low-carbon and carbon-free energy technologies/systems, subject to review and approval by the Green Ontario Fund.

To ensure that program funds are able to maximize reductions in GHG emissions, eligible work must be prioritized, where possible, to:

- Focus on retrofits that target building heating and/or cooling equipment; and
- Combine several retrofits – new and/or pre-existing retrofits – in order to achieve higher emission reductions in the buildings.

GreenOn Social Housing Program projects must be completed no later than March 31, 2021.

Project Selection

Local Social Housing Providers were invited to submit expressions of interest for the GreenON Social Housing Program funding. The City's Housing Services is currently reviewing the social housing providers' submissions and prioritizing the submissions received to determine those projects that will be approved for GreenON Social Housing Program funding.

APPENDIX A

Bill No.
2018

By-law No.

A by-law to approve the Transfer Payment Agreement for the GreenON Social Housing Program with the Housing Services Corporation; to authorize the Mayor and the City Clerk to execute the agreement; to authorize the Managing Director of Housing, Social Services and Dearness Home to execute any documents and reports in furtherance of this Agreement; and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the GreenON Social Housing Program Housing Provider Contribution Agreement.

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

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

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

1. The Transfer Payment Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between the Housing Services Corporation and the Corporation of the City of London, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law.

3. The Managing Director of Housing, Social Services and Dearness Home or his/her designate be delegated the authority to execute any documents and reports in furtherance of this Agreement as required.
4. The GreenON Social Housing Program Housing Provider Contribution Agreement satisfactory to the City Solicitor, between the Corporation of the City of London and the Housing Provider, is hereby approved.
5. The Managing Director of Housing, Social Services and Dearness Home or his/her designate be delegated the authority to execute the Housing Provider Contribution Agreement approved in section 4, above.
6. 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 -

ONTARIO TRANSFER PAYMENT AGREEMENT

for the GreenON Social Housing program

THE AGREEMENT, effective as of April 24, 2018 (the “**Effective Date**”),

B E T W E E N:

Housing Services Corporation

(“**HSC**”)

- and -

Corporation of the City of London

(the “**Service Manager**”)

BACKGROUND

The Service Manager intends to participate in the GreenON Social Housing program (the “Program”), more particularly described in Schedule C.

HSC wishes to provide Funds to the Service Manager for the Program.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, HSC and the Service Manager (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

Schedule “A” - General Terms and Conditions

Schedule “B” - Program Specific Information and Additional Provisions

Schedule “C” - Program Description and Timelines

Schedule “D” - Budget

Schedule “E” - Payment Plan

Schedule “F” - Reporting

Schedule “G” - Program Delivery and Fiscal Plan (PDFP)

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS AND TRANSMISSION

The Agreement may be executed in any number of counterparts, each of which will be deemed an original and each of which may be delivered by email, but all of which together will constitute one and the same instrument.

This Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as PDF format).

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Service Manager:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

Housing Services Corporation	
Name:	Howie Wong
Title:	CEO
Date:	April 24, 2018
	Authorizing Signing Officer

Corporation of the City of London		
Name:		
Title:		
Date:		
	Authorizing Signing Officer	Authorizing Signing Officer

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"Administration Costs" means the Service Manager's costs of performing tasks under this Agreement but only up to 5% of the total Maximum Funds.

"Affordable" means rented at the low end of market rent as determined by the Service Manager.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which HSC has elected to be closed for business.

"Eligible Housing Project" means a social housing project that,

- (a) is subject to a transferred housing program under the Housing Services Act, 2011;
- (b) is an apartment building with fewer than 100 units with a specific business case identifying activities that fulfill the objectives of the program and demonstrating GHG emission reductions.
- (c) must remain Affordable for the Three Year Affordability Period, including a minimum of three (3) years as social housing under the Housing Services Act, 2011, regardless of the end dates of any operating agreements and/or mortgage maturation;
- (d) is selected by the Service Manager through a competitive process to participate in the Program; and

(e) meets such other criteria as the Service Manager may require.

“Eligible Housing Provider” means,

a housing provider that,

- (a) owns and operates an Eligible Housing Project;
- (b) is a local housing corporation, a non-profit corporation or a non-profit housing co-operative corporation;
- (c) is selected by the Service Manager through a competitive process to participate in the Program; and
- (d) meets such other criteria as the Service Manager may require.

“Eligible Work” means renovations or retrofits that will provide reductions in greenhouse gas emissions, and includes only the following:

- (a) replacing building heating and/or cooling systems and associated sub-components of these systems including mechanical insulation;
- (b) upgrading exterior or interior insulation;
- (c) solar walls;
- (d) upgrading building windows and/or exterior doors;
- (e) Upgrading building lighting systems including converting to light-emitting diode (LED) lighting systems, lighting controls or sensors;
- (f) re-cladding or upgrading building envelopes
- (g) Retrofits that utilize latest low-carbon and carbon-free energy technologies/systems; and
- (h) performing required building energy audits

“Event of Default” has the meaning ascribed to it in section 15.1.

“Expiration Date” means the date on which this Agreement will expire and is the date set out in Schedule “B”.

“Funding Year” means:

- (a) in case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the First Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money HSC provides to the Service Manager pursuant to the Agreement.

“Green House Gas” or “GHG” has the meaning assigned to it in Schedule “C”.

“Green Ontario Fund” means the Ontario Climate Change Solutions Deployment Corporation, established by O.Reg 46/17 under the *Development Corporations Act*.

“Indemnified Parties” means HSC, its directors, officers, employees and agents.

“Maximum Funds” means the maximum amount HSC will provide the Service Manager under the Agreement as set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Service Manager is required to remedy an Event of Default, and includes any such period or periods of time by which HSC considers it reasonable to extend that time.

“Party” means either HSC or the Service Manager.

“PIF” means a Project Information Form in the form and format required by HSC;

“Program” means the program described in Schedule “C”.

“Program Delivery and Fiscal Plan (“PDFP”)” means the PDFP attached as Schedule “G”.

“Reports” means the reports described in Schedule “F”.

“Three Year Affordability Period” means, for each participating Eligible Housing Project, the three (3) year period following completion of its approved Eligible Work.

“Timelines” means the timelines set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Service Manager represents, warrants and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance, and will continue to comply with, with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to HSC in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete.

2.2 Execution of Agreement. The Service Manager represents and warrants that it has:

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

2.3 Governance. The Service Manager represents, warrants and covenants that it has, and will maintain, in writing and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to enable the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 Supporting Documentation. Upon the request of HSC, the Service Manager will provide HSC with proof of the matters referred to in this Article A2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article A13.0, Article A14.0 or Article A15.0.

4.0 FUNDS AND CARRYING OUT THE PROGRAM

4.1 HSC will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Service Manager in accordance with the Payment Plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Service Manager.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) HSC is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as HSC may request pursuant to section 12.2;
- (b) HSC is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) HSC may adjust the amount of Funds it provides to the Service Manager based upon the HSC's assessment of the information provided by the Service Manager pursuant to section 7.1;
- (d) if HSC does not receive the necessary appropriation from the Green Ontario Fund for payment under the Agreement for any reason whatsoever, HSC is not obligated to make any such payment, and, as a consequence, HSC may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
 - (ii) terminate the Agreement pursuant to section 14.1.
- (e) HSC is not obligated to provide any Funds to the Service Manager in excess of the cost of completed Eligible Work that was approved by the Service Manager plus Administration Costs; and
- (f) if HSC does not receive the necessary proceeds from the Green Ontario Fund, HSC is not obligated to provide any Funding, and, as a consequence, HSC may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the program, or
 - (ii) terminate the Agreement pursuant to section 13.

4.2.1. Refund. Despite any provision to the contrary in this Agreement, the Service Manager shall promptly return to HSC,

- (a) any Funds not paid within 3 years from the start of Eligible Work for each project to an Eligible Housing Provider for the purposes of the Program or used by such date to off-set Administration Costs;
- (b) any Funds provided to an Eligible Housing Provider but not paid to a vendor within 3 years from the start of Eligible Work for each project;
- (c) any interest earned on the Funds referred to in clauses (a) and (b); and
- (d) any Funds provided to an Eligible Housing Provider for an Eligible Housing Project that does not remain Affordable for the Three Year Affordability Period, including a minimum of three (3) years as social housing under the Housing Services Act, 2011, prorated to reflect the portion of the three year period for which it is not Affordable.

4.2.2 **Adjustments.** Despite any provision of this Agreement but subject to section 4.8, HSC may, in order to more accurately reflect the aggregate amount spent on completed Eligible Work and Administration Costs under the Program and/or avoid a need for a refund under sections 4.2.1(a), (b) or (c), adjust the amount of the Funds to be provided to the Service Manager and any instalment reflected in the Payment Plan, based upon the Reports submitted by the Service Manager pursuant to section 7.1.

4.3 **Use of Funds and Program.** The Service Manager will:

- (a) carry out the Program in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget;
- (d) ensure that any Funds distributed to third parties by the Service Manager are covered by an agreement that includes:
 - (i) reporting back to the Service Manager on how the distributed Funds and interest earned are used; and
 - (ii) the ability to demand the return of those Funds and an amount equal to the interest earned if not spent in accordance with the agreement between the Service Manager and the third party;
- (e) ensure the Funds are deposited by the third party into a separate account at a Canadian financial institution that is in the name of the third party; and
- (f) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario. For clarity, Eligible Work by the Program shall not be eligible for funding pursuant to the Social Housing Apartment Improvement Program (SHAIP), Social Housing Apartment Retrofit Program (SHARP), Social Housing Electricity Efficiency Program (SHEEP) or the Municipal GHG Challenge Fund.

4.4 **HSC's Role.** For greater clarity, HSC is not responsible for carrying out the Program.

4.5 **No Changes.** The Service Manager will not make any changes to the Program, the Program Delivery and Fiscal Plan, the Timelines, or the Budget without the prior written consent of HSC.

4.6 **Interest Bearing Account.** If HSC provides Funds to the Service Manager before the Service Manager's immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.

4.7 **Interest.** If the Service Manager earns any interest on the Funds, HSC may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Service Manager the repayment of an amount equal to the interest.

- 4.8 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.9 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from HSC for the Program and is not providing goods or services to HSC.
- 4.11 **Program Over Budget.** The Service Manager acknowledges that should the Program expenses exceed the amount of the Funds, HSC is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Program and complete the Program Delivery and Fiscal Plan.

5.0 SERVICE MANAGER'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Service Manager acquires goods, services, or both with the Funds or the interest earned, it will do so through a process that promotes the best value for money, and will comply with the Broader Public Sector Accountability Act, 2010 (Ontario), including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Service Manager will not, without the HSC's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Service Manager will carry out the Program and use the Funds and interest earned without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Service Manager; or
- (b) any person who has the capacity to influence the Service Manager's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

- 6.3 **Disclosure to HSC.** The Service Manager will:

- (a) disclose to HSC, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and

- (b) comply with any terms and conditions that HSC may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Service Manager will:

- (a) submit to HSC at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule “F”, or in a form as specified by HSC from time to time;
- (b) submit to HSC at the address referred to in section 19.1, any other reports as may be requested by HSC in accordance with the timelines and content requirements specified by HSC;
- (c) ensure that all Reports and other reports are completed to the satisfaction of HSC; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

7.2 Record Maintenance. The Service Manager will keep and maintain during the term of the Agreement:

- (a) all financial records (including invoices) relating to the Funds and interest earned or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds and interest earned or otherwise to the Program.

7.3 Inspection. HSC, its authorized representatives or an independent auditor identified by HSC may, at its own expense, upon twenty-four hours’ Notice to the Service Manager and during normal business hours, enter upon the Service Manager’s premises to review the progress of the Program and the Service Manager’s allocation and expenditure of the Funds and interest earned and, for these purposes, HSC, its authorized representatives or an independent auditor identified by HSC may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Service Manager’s premises; and
- (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds, the Program, or all three.
- (d) HSC may conduct an annual audit in respect of the information addressed in this section 7.3.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Service Manager will disclose any information requested by HSC, its authorized representatives or an independent

auditor identified by HSC, and will do so in the form requested by HSC, its authorized representatives or an independent auditor identified by HSC, as the case may be.

7.5 No Control of Records. No provision of the Agreement will be construed so as to give HSC any control whatsoever over the Service Manager's records.

7.6 Expenses. The Service Manager shall document expenses through invoices, receipts or records acceptable to HSC and such invoices, receipts, records and other documents are subject to verification by HSC.

7.7 Auditor General. For greater certainty, the Green Ontario Fund's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario). The Parties acknowledge that the use of Funds is subject to review by the Auditor General of the Province of Ontario.

8.0 COMMUNICATIONS REQUIREMENTS

8.1 Acknowledge Support. Unless otherwise directed by HSC, the Service Manager will acknowledge the support of the Green Ontario Fund in a form and manner as directed by HSC.

8.2 Publication. The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of HSC.

8.3 Open Data. The Service Manager agrees that HSC may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name, Service Manager contact information, Service Manager address or general location, amount of Maximum Funds and/or Funds, Program description, Program objectives/goals, Program location, Program results reported by the Service Manager and Budget. However, HSC and the Service Manager agree that such permission does not apply to the following: personal information of tenants of the end-recipients of Funds, unless the Service Manager and HSC otherwise agree.

8.4 Announcements. The Service Manager shall not publicly announce receiving the Funds or anything to do with the Agreement, at one or more Program events, until permitted by HSC.

8.5 Use of Green Ontario Fund logo. The Service Manager may only use the Green Ontario Fund logo by requesting and obtaining written approval from the HSC. The placement of the logo on the Service Manager's materials will clearly identify the Green Ontario Fund as a funder, funding supporter or sponsor, and not as a partner or similar.

9.0 FURTHER CONDITIONS

9.1 Additional Provisions. The Service Manager will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 FIPPA. The Service Manager acknowledges that the Green Ontario Fund is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided

to the Green Ontario Fund in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

10.2 MFIPPA. The Service Manager acknowledges that HSC is bound by the Municipal Freedom of Information and Protection of Privacy Act (Ontario) and that any information provided to HSC in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

11.1 Indemnification. The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of HSC.

11.2 Service Manager's Participation. The Service Manager will, at its expense, to the extent requested by HSC, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 HSC's Election. HSC may elect to participate in or conduct the defence of any proceeding by providing Notice to the Service Manager of such election without prejudice to any other rights or remedies of HSC under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

11.4 Settlement Authority. The Service Manager will not enter into a settlement of any proceeding against any Indemnified Parties unless the Service Manager has obtained the prior written approval of HSC. If the Service Manager is requested by HSC to participate in or conduct the defence of any proceeding, HSC will co-operate with and assist the Service Manager to the fullest extent possible in the proceeding and any related settlement negotiations.

11.5 Service Manager's Co-operation. If HSC conducts the defence of any proceedings, the Service Manager will co-operate with and assist HSC to the fullest extent possible in the proceedings and any related settlement negotiations

12.0 INSURANCE

12.1 Service Manager's Insurance. The Service Manager represents, warrants and covenants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of

performance of the Service Manager's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

12.2 Proof of Insurance. The Service Manager will provide HSC with certificates of insurance that confirm the insurance coverages contained in section 12.1, or other proof as may be requested by HSC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of HSC, the Service Manager will make available to HSC a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 Termination on Notice. HSC may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Service Manager.

13.2 Consequences of Termination on Notice by HSC. If HSC terminates the Agreement pursuant to section 13.1, HSC may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager, and interest earned thereon (if any); and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
 - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 13.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Service Manager to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2(d), HSC does not receive the necessary appropriation from the Green Ontario Fund for any payment HSC is to make pursuant to the Agreement, HSC may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

14.2 Consequences of Termination Where No Appropriation. If HSC terminates the Agreement pursuant to section 14.1, HSC may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and

- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 14.2(b).

14.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, HSC will not provide additional Funds to the Service Manager.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of HSC, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Program and the Program Delivery and Fiscal Plan;
 - (ii) comply with any of the terms of Schedule "C";
 - (iii) use or spend Funds or interest earned; or
 - (iv) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b).
 - (v) the **Service Manager** fails to respond to any inquiry of the Province of Ontario pertaining to the *Public Sector Salary Disclosure Act, 1996* (Ontario).

15.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, HSC may, at any time, take one or more of the following actions:

- (a) initiate any action HSC considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as HSC determines appropriate;
- (d) reduce the amount of the Funds or Maximum Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds, or an amount equal to the interest earned, remaining in the possession or under the control of the Service Manager;
- (g) demand the repayment of an amount equal to any Funds and interest earned, the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds, HSC provided to the Service Manager and only interest earned;

- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to HSC upon giving Notice to the Service Manager; and
- (j) demand the repayment of an amount equal to, at the discretion of the HSC, either the interest earned on the amount demanded under subsection (f), (g) or (h), or the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default.

15.3 Opportunity to Remedy. If, in accordance with section 15.2(b), HSC provides the Service Manager with an opportunity to remedy the Event of Default, HSC will provide Notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

15.4 Service Manager not Remediating. If HSC has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to HSC that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to HSC,

HSC may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

15.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice.

16.0 FUNDS AT THE END OF EACH FUNDING YEAR

16.1 Funds at the End of each Funding Year. Without limiting any rights of HSC under Article A15.0, if the Service Manager has not spent all the Funds allocated for the Funding Year as provided in the Budget, HSC may take one or both of the following actions:

- (a) demand the return of the unspent Funds and an amount equal to the interest earned; and
- (b) adjust the amount of any further instalments of Funds accordingly.

17.0 FUNDS UPON EXPIRY

17.1 Funds Upon Expiry. The Service Manager will, upon expiry of the Agreement, return to HSC any Funds, and an amount equal to the interest earned, remaining in its possession or under its control.

18.0 REPAYMENT

18.1 Repayment of Overpayment. If at any time during the term of the Agreement HSC provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, HSC may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds and interest earned, to HSC.
- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of HSC, either the interest earned on the amount deducted under subsection (a) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (d) demand demand that the Service Manager pay an amount to HSC equal to, at the discretion of HSC, either the interest earned on the amount deducted under subsection (b) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (e) deduct deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Service Manager pay an amount equal to the amounts referred to in both subsection (b) and (d).

18.2 Debt Due. If, pursuant to the Agreement:

- (a) HSC demands the payment of any Funds or an amount equal to any Funds and interest earned from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds and interest earned to HSC, whether or not their return or repayment has been demanded by HSC, such Funds and an amount equal to the interest earned or other amount will be deemed to be a debt due and owing to HSC by the Service Manager, and the Service Manager will pay or return the amount to HSC immediately, unless HSC directs otherwise.

18.3 Interest Rate. HSC may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 Payment of Money to HSC. The Service Manager will pay any money owing to HSC by cheque

payable to the "Housing Services Corporation" and delivered to HSC at the address referred to in section 19.1.

18.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing under the Agreement, the Green Ontario Fund may deduct any unpaid amount from any money payable to the Service Manager by the Green Ontario Fund. The parties confirm that the Green Ontario Fund shall have this right though it is not a party to this Agreement. In addition, HSC may pursue any remedies at law it may have to compel payment of such Funds.

19.0 NOTICE

19.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to HSC and the Service Manager respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

19.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 Postal Disruption. Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

19.4 Notice by Telephone. For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule "B".

20.0 CONSENT HSC AND COMPLIANCE BY SERVICE MANAGER

20.1 Consent. When HSC provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

21.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

22.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance

with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

23.1 Parties Independent. The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of HSC, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 No Assignment. The Service Manager will not, without the prior written consent of HSC, assign any of its rights, or obligations under the Agreement.

24.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

25.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

26.1 Agreement into Effect. The Service Manager will provide such further assurances as HSC may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 RIGHTS AND REMEDIES CUMULATIVE

27.1 Rights and Remedies Cumulative. The rights and remedies of HSC under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

28.0 SURVIVAL

28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, Article 3.0, section 4.2(d), 4.11, 4.7, section 5.2, section 7.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of HSC), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article

11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2, Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0 and Article 28.0. .

29.0 ACCESSIBILITY

29.1 Meetings and Events. In using the Funds for meetings, or similar events, the Service Manager will consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting contents and proceedings. The Service Manager will use best efforts to accommodate these needs.

29.2 Meetings and Events Examples. For assistance with the Service Manager's obligations under section 32.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection. Materials to assist in these considerations may be found on the website of the Ministry of Economic Development, Employment & Infrastructure.

29.3 Venues. In using the Funds for venues, the Service Manager will consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Service Manager will use best efforts to accommodate these needs.

29.4 Venue Examples. For assistance with the Service Manager's obligations under section 29.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms. Materials to assist in these considerations may be found on the website of the Ministry of Economic Development, Employment & Infrastructure.

30.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

30.1 Permissions. The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

30.2 Consent of Legal Guardian. The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

31.0 INDIGENOUS CONSULTATION

31.1 Notification. The Service Manager agrees to immediately notify HSC if any Indigenous group makes any inquiries about the Program.

32.0 ENVIRONMENTAL INITIATIVES

32.1 Meetings. In using the Funds for meetings, the **Service Manager** will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

32.2 Printing. In using the Funds for printing, the **Service Manager** will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;
- (b) print or copy double-sided and in black and white when printing or copying is necessary; and
- (c) purchase paper from environmentally responsible sources.

32.3 Environmentally Responsible Sources. For assistance with the Recipient's obligations under section 32.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council (FSC), Canadian Standards Association (CSA) or Sustainable Forest Initiative (SFI).

33.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

33.1 Permissions. The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

33.2 Consent of Legal Guardian. The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

34.0 LIMITATION OF LIABILITY

34.1 Limitation of Liability. The HSC and its officers, employees and agents shall not be liable to the Service Manager or any of the Service Manager's personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the Recipient) arising out of or in any way related to the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the HSC's officers, employees or agents.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$972,546
Expiration Date	The earlier of March 31, 2024 and the date that is 60 days after the date on which HSC receives the last Annual Program Compliance Attestation Report
Amount for the purposes of section 5.2 of Schedule "A"	\$1,000.00
Insurance	\$2,000,000.00
Contact information for the purposes of Notice to HSC	<p>Name: Housing Services Corporation</p> <p>Address: 30 Duncan Street, Suite 500 Toronto ON M5V 2C3</p> <p>Attention: Howie Wong, CEO</p> <p>Fax: 416-594-9422</p> <p>Email: hwong@hscorp.ca</p>
Contact information for the purposes of Notice to the Service Manager	<p>Name:</p> <p>Address:</p> <p>Attention:</p> <p>Fax:</p> <p>Email:</p> <p>Telephone:</p>
Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from HSC related to the Agreement	<p>Name:</p> <p>Position:</p> <p>Fax:</p> <p>Email:</p> <p>Telephone:</p>

SCHEDULE “C”

PROGRAM DESCRIPTION AND TIMELINES

1 BACKGROUND

Funded through proceeds from the province’s carbon market, the Green Ontario Fund is a not-for-profit provincial agency tasked with reducing greenhouse gas pollution in buildings and industry while helping Ontarians save money on energy costs. Through various programs and partnerships, the Green Ontario Fund helps people, communities and businesses take climate action into their own hands.

On February 9, 2018, the Green Ontario Fund (GreenON) announced the GreenON Social Housing program for eligible social housing apartment buildings across Ontario. Administered by the Housing Services Corporation (HSC), the Program will invest \$25 million to support GHG-reducing retrofits in social housing apartment buildings across the province with fewer than 100 units. With buildings generating almost a quarter of Ontario’s greenhouse gas emissions, this announcement supports the province’s Climate Change Action Plan.

Studies have indicated that substantial GHG emissions reductions can be achieved through targeted investments to upgrade mechanical systems and insulation in apartment buildings. The majority of Ontario’s medium and large-size apartment buildings were developed at a time when greenhouse gas emissions were not a concern and little attention was paid to energy-efficient design. Social housing buildings with less than 100 units have shown a similar opportunity for emissions reductions to that seen in large apartment buildings, which are already served by emissions reduction funding programs. Many of these buildings are now at a period of their life-cycles where major building systems must be replaced. Investing in energy efficiency upgrades in apartment buildings with fewer than 100 units will help reduce greenhouse gas emissions, improve the quality and sustainability of social housing stock in Ontario, and enhance the quality-of-life of tenant households.

For the purposes of this Program, “**Greenhouse Gas**” or “**GHG**” is defined as the following types of gas and such other contaminants as may be prescribed as greenhouse gas by any regulations, including:

1. Carbon dioxide,
2. Methane,
3. Nitrous oxide,
4. Hydrofluorocarbons,
5. Perfluorocarbons,
6. Sulphur hexafluoride, and
7. Nitrogen trifluoride.

HSC has received \$25 Million from the Ontario Climate Change Solutions Deployment Corporation to support GHG retrofits in social housing apartment buildings with fewer than 100 units. This Program will continue the success of Ontario’s recent Social Housing Apartment Retrofit Program (SHARP) and Social Housing Apartment Improvement Program (SHAIP). Key outcomes expected from the program include:

- Reducing GHG emissions in social housing apartment buildings across Ontario through targeted energy efficiency retrofits;
- Increasing comfort and quality of life for Ontario’s low-income and vulnerable tenants;
- Lowering operating costs for social housing providers through the energy savings associated with the retrofit activities, which will improve the sustainability of existing social housing stock;

- Supporting the GHG retrofit sector and creating local jobs across Ontario, including rural and northern communities, where retrofit activities are taking place.

2 PROGRAM OBJECTIVE

The Program objective will be to fund certain eligible retrofits including those that utilize latest low-carbon and carbon-free energy technologies/systems in social housing apartment buildings to reduce greenhouse gas emissions.

3 FUNDING ALLOCATION

HSC will provide the Service Manager with Maximum Funding Allocations prior to the signing of the Transfer Payment Agreement. This will allow Service Managers to follow their procedures and obtain Council/Board approval and enter into contracts with housing providers to complete the necessary retrofits.

The Service Manager will electronically submit signed copies of their Transfer Payment Agreement by June 30, 2018 and a completed Program Delivery and Fiscal Plan (PDFP) by June 30, 2018 to Rosabelle Gonzales at rgonzales@hscorp.ca.

The Program Delivery and Fiscal Plan will briefly describe the repair activities the Service Manager plans to undertake, the number of buildings and units that will receive the funding, a quarterly projected investments and percentage of administration funding (up to 5%). The Service Manager is required to submit quarterly updates to the PDFP for reporting the actual expenditures made, to be provided electronically to HSC in accordance with Schedule F.

4 SCOPE OF PROGRAM

The Program will cover the costs of Eligible Work in Eligible Housing Projects with the goal of reducing each Eligible Housing Project's greenhouse gas emissions. The reductions of greenhouse gas emissions are part of Ontario's climate change efforts, and are part of the overall effort at meeting the provincial emission targets, as set out in its Climate Change Action Plan (CCAP).

1. **General Service Manager Program Obligations.** The Service Manager shall,
 - (a) administer and deliver the Program;
 - (b) approve Eligible Work for Eligible Housing Projects (taking into account the below priorities) in accordance with policies it has adopted respecting the procurement of goods and services;
 - (c) in approving Eligible Work for Eligible Housing Projects, prioritize the following in order to maximize greenhouse gas reductions, where possible:
 - (i) retrofits/replacements of building heating and cooling equipment (e.g. boilers and chillers, including mechanical system insulation);
 - (ii) upgrading exterior or interior insulation; upgrading windows and/or exterior doors;
 - (iii) solar walls;
 - (iv) converting to LED lighting and/or adding lighting controls or sensors; re-cladding or

- upgrading building envelopes;
 - (v) retrofits that utilize latest low-carbon and carbon-free energy technologies/systems; and
 - (vi) applications that combine several retrofits to achieve cumulative greenhouse gas emission reduction outcomes (e.g. proposed upgraded windows or insulation to increase the efficiency of a recently installed high-efficiency boiler).
- (d) allocate Funds to each Eligible Housing Provider based on the full cost of the Eligible Work it approves for each Eligible Housing Project operated by that Eligible Housing Provider;
- (e) be solely responsible for ensuring that the Funds are sufficient to cover the cost of all Eligible Work that it approves. The Service Manager releases HSC from any claims it may have now or in the future relating to the Eligible Work that it approves and/or funds;
- (f) use the Funds only to offset the full costs of Eligible Work on Eligible Housing Projects that has been approved by the Service Manager, and to offset Administration Costs;
- (g) ensure that all Funds provided to Eligible Housing Providers supplement, and do not replace, funding for current or existing capital repair and maintenance obligations or planned investments by the Service Manager and/or the Eligible Housing Providers;
- (h) acknowledge the requirement to ensure that GHG emission reductions are persistent and maintained, which will also lead to sustained energy cost savings for Eligible Housing Providers. As such, the Green Ontario Fund will seek input from the Service Manager in the potential development of an inspection, maintenance and repair program (on terms acceptable to the Service Manager, acting reasonably), based on manufacturers' specifications for the Eligible Housing Projects completed. As part of such program, the Service Manager is required to include in all of its contracts with Eligible Housing Providers, that the Eligible Housing Provider agrees to provide access (with reasonable notice) to the Green Ontario Fund (or its agent), for a minimum of three (3) years post-project implementation, to inspect the completed Eligible Housing Project and carry out maintenance and repairs as per the manufacturer's specifications all at the Green Ontario Fund's cost (which is subject to the Green Ontario Fund offering such a service in the future), unless the Eligible Housing Provider can demonstrate that it has contracted with another maintenance service provider;
- (i) prior to providing any Funds to an Eligible Housing Provider, enter into an agreement with the Eligible Housing Provider that will at a minimum,
 - (i) require that the Funds and interest on the Funds be spent only on the Eligible Work approved by the Service Manager;
 - (ii) contain a clearly defined description of the Eligible Work to be carried out, a timeline for carrying out such Eligible Work and a budget;
 - (iii) require the return of any Funds and interest on the Funds not paid by March 31, 2021 for such Eligible Work;
 - (iv) permit HSC, its authorized representatives or an independent auditor identified by HSC, at

its own expense, upon twenty-four hours' Notice to the Eligible Housing Provider and during normal business hours, to enter upon the Eligible Housing Provider's premises or its Eligible Housing Project to review and confirm the project progress achievement of the Eligible Housing Project and, for these purposes, HSC, its authorized representatives or an independent auditor identified by HSC may inspect and copy the Eligible Housing Provider's records and documents;

- (v) maintain rental affordability of the retrofitted units for a minimum three (3) year period post-project implementation;
- (vi) require the return of Funds if the Eligible Housing Projects do not remain Affordable for the Three Year Affordability Period, including a minimum of three (3) years as social housing under the Housing Services Act, 2011;
- (vii) flow Funds to the Eligible Housing Provider at appropriate stages of work completion;
- (viii) in connection with the inspection, maintenance and repair program developed by the Green Ontario Fund (on terms acceptable to the Service Manager, acting reasonably), provide access (with reasonable notice) to the Green Ontario Fund (or its agent), for a minimum of 3-year post-project implementation, to inspect the completed Eligible Housing Project and carry out maintenance and repairs as per the manufacturer's specifications all at the Green Ontario Fund's cost (which is subject to the Green Ontario fund offering such a service in the future), unless the Eligible Housing Provider can demonstrate that it has contracted with another maintenance service provider;
- (ix) impose reporting and other obligations on the Eligible Housing Provider sufficient to allow the Service Manager to comply with its obligations under this Agreement;
- (j) monitor the construction activities associated with all approved Eligible Work and report to HSC on the achievement of milestones and the outcomes of the Eligible Work;
- (k) immediately inform HSC of:
 - (i) any failure by an Eligible Housing Provider to use the Funds or interest in accordance with the Program;
 - (ii) any misuse of Funds; and
 - (iii) any failure to carry out approved Eligible Work;
- (l) ensure that all approved Eligible Work is completed by March 31, 2021;
- (m) arrange for required building energy audits;
- (n) ensure that participating Eligible Housing Providers:
 - (i) minimize disruption to tenants while approved Eligible Work is undertaken;

- (ii) ensure the vendors who carry out the approved Eligible Work are selected in accordance with procurement policies that promote the best value for money;
 - (iii) ensure that participating Eligible Housing Projects remains Affordable for at least the Three Year Affordability Period, including a minimum of three (3) years as social housing under the Housing Services Act, 2011, regardless of the end dates of any operating agreements or mortgage maturation;
 - (iv) are financially viable; and
- (o) carry out the Program in accordance with all applicable laws.

2. Subsidies and Incentives.

- (1) The Service Manager shall encourage Eligible Housing Providers to take advantage of other subsidies or incentives for retrofit work available through other sources.
- (2) Funds may be used to supplement external subsidy or incentive funds offered through utility companies, local distribution companies, or other groups.
- (3) Funds may not be used to pay for portions of the Eligible Work that are covered by any subsidies, incentives or other funding received for the Eligible Work.
- (4) If any subsidies, incentives or other funding are used for funded Eligible Work, the equivalent amount of the subsidy, incentive or other funding must either be promptly returned to the Service Manager by the Eligible Housing Provider and subsequently refunded to HSC, or be used to carry out other Eligible Work with the goal of reducing greenhouse gas emissions in accordance with the Program objectives.
- (5) If the Service Manager has not complied with subsection (4), HSC may:
 - (a) deduct an amount equal to the subsidy, incentive or other funding from any further instalments of Funds; or
 - (b) demand from the Service Manager the repayment of an amount equal to the subsidy, incentive or other funding.

3. Project Completion

The Eligible Work is to be completed no later than March 31, 2021.

4. Building Energy Audit.

- (1) The Service Manager shall require that each participating Eligible Housing Provider conduct a building energy audit on each participating Eligible Housing Project prior to any Eligible Work being done.

- (2) An Eligible Housing Provider may use an existing energy audit for an Eligible Housing Project if the existing energy audit is not older than one (1) year as of the date of the Eligible Housing Provider receiving a funding allocation.
- (3) In the event an Eligible Housing Project does not have an existing energy audit, or the existing energy audit is older than one (1) year following the funding allocation date, a new energy audit must be commissioned for the Eligible Housing Project.
- (4) Each building energy audit must show energy use in cubic metres of gas and kilowatt hours of electricity and total GHG emission reductions in kg of CO₂e for the relevant Eligible Housing Project for the three (3) previous years of operation, where possible.
- (5) The Service Manager must receive a copy of the energy audit prior to the start of any Eligible Work on each Eligible Housing Project.
- (6) The Service Manager must provide a copy of each report to HSC in accordance with the reporting requirements in "Schedule F".

5. Post-Retrofit Energy Use Monitoring and Data Collection.

- (1) The Service Manager shall require that, following completion of the Eligible Work for an Eligible Housing Project, the Eligible Housing Provider undertake energy use monitoring. The Eligible Housing Provider must report to the Service Manager on a monthly basis for a three year period following the implementation of the building retrofits, and provide the Service Manager energy use data for the year that preceded the retrofits completion date.
- (2) The Service Manager must collect and submit post-retrofit energy and emissions audit reports based on estimated energy savings, following completion of Eligible Work for an Eligible Housing Project. Service Managers shall report on performance measures achieved by each Eligible Housing Project including, at a minimum, the following:
 - GHG and energy savings on a building-specific basis;
 - Other economic benefits, including at a minimum job retention/creation, associated with implementing GHG-saving activities;
 - Leveraging of funds from local incentives;
- (3) The Service Manager must subsequently collect and maintain detailed actual energy related data for each participating Eligible Housing Project including:
 - (a) data reflecting the energy use and rated efficiency of the each item of previously installed equipment, or building element that is replaced or retrofitted under the Program, in cubic metres of gas and kilowatt hours of electricity and total GHG emission reductions in kg of CO₂e; and
 - (b) data reflecting the energy use and rated efficiency of each item of newly installed equipment, or building element that is installed or retrofitted under the Program, in cubic meters of gas and kilowatt hours of electricity and total GHG emission reductions in kg of

CO2e.

- (4) The Service Manager must also collect and maintain ongoing actual energy use data in cubic metres of gas and kilowatt hours of electricity for each Eligible Housing Project, for the three (3) years following the date of completion of the Eligible Work. The data must be broken down according to monthly use and be provided electronically to HSC in accordance with Schedule "F" and upon request.
- (5) The Service Manager will prepare a case study on at least one Eligible Housing Project that notes the environmental benefits and associated economic co-benefits of such project, outlines any barriers and how they were overcome and shall deliver the case study to HSC.
- (6) The Service Manager must work with accredited local resources, such as utility corporations, local distribution corporations, or appropriate energy experts, agencies or consultants to ensure the data provided meets any applicable standards.
- (7) HSC reserves the right to unilaterally amend the Service Manager's energy data obligations as necessary, in order to conform to any future requirements of the Ontario Climate Change Strategy for the purposes of reporting greenhouse gas emission reductions as part of provincial targets.
- (8) The Service Manager shall require that any Eligible Housing Provider receiving funding pursuant to the Program enroll in HSC's Utility Management Program. To this end the Service Manager shall make the delivery of the "UMP Release Form" to be provided by HSC a condition precedent to the advance of any funds pursuant to the Program. The Service Manager shall deliver the fully executed UMP Release Form to HSC.
- (9) The Service Manager shall participate in annual client program satisfaction surveys to be administered by HSC and require that any Eligible Housing provider receiving funding pursuant to the Program shall also be required to participate.
- (10) The Service Manager acknowledges that all data and information delivered by the Service Manager may be used, on a non-attributable basis, by HSC for sector research and program development.

6. Calculation of Greenhouse Gas Emissions.

- (1) As set out in Schedule "F", the Service Manager must provide HSC with the calculated amount of greenhouse gas emissions projected to be saved annually for each Eligible Housing Project, as well as information detailing the methodology for the calculation of these projected savings.
- (2) The Service Manager must ensure that Eligible Housing Providers work with an energy auditor or consultant to provide an engineering calculation of the total greenhouse gas emissions projected to be saved through the installed retrofits for each Eligible Housing Project.
- (3) The calculation will reflect the projected savings resulting from the Eligible Work completed for each Eligible Housing Project.

- (4) The calculation will be done once the Eligible Work has been completed for each Eligible Housing Project.

7. French Language Services.

- (1) The Service Manager agrees that where the Service Manager is providing a public service in connection with the Program and has an office located in or servicing an area designated in the Schedule to the French Language Services Act, the Service Manager shall:
 - (a) ensure services are provided in French; and
 - (b) make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.
- (2) The Service Manager acknowledges that none of the French language services provisions of the Agreement authorize the Service Manager or provide it with the delegated authority to enter into any agreements on behalf of or otherwise bind HSC.

SCHEDULE “D”
BUDGET

Funds shall be used only to:

- (a) off-set the full cost of approved and completed Eligible Work on Eligible Housing Projects for Eligible Housing Providers;
- (b) off-set the cost of required building energy audits; and
- (c) off-set the Administration Costs up to 5% of the total Maximum Funds.

For the purposes of the Budget, all references to Funds include the interest earned on the Funds.

Ineligible costs – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which HSC will not provide any Funds:

- (i) any travel, food or hospitality costs;
- (ii) any costs related to developing a business case, funding proposal or other activity with a similar aim;
- (iii) any costs related to activities undertaken with the actual or perceived intention of lobbying;
- (iv) any costs not directly related to the Program;
- (v) any costs incurred prior to the Effective Date, unless explicitly stated otherwise in this Agreement;
- (vi) costs deemed ineligible in accordance with section 4.9 of Schedule “A”;
- (vii) any portion of the costs of Eligible Work that are covered by incentives, subsidies or other funding received for Eligible Work from external parties; and
- (viii) any costs which are an inappropriate use of public funds in the sole opinion of HSC.

SCHEDULE "E"
PAYMENT PLAN

First Payment	<p>20% of Maximum Funds upon signing of the Transfer Payment Agreement and submission of Program Delivery and Fiscal Plan.</p> <p>Support for the 20% advance must be reconciled against cumulative expenditures in the Quarterly Financial Progress Reports.</p>
Subsequent Quarterly Payments	<p>Quarterly payments equal to actual expenditures reported on Quarterly Financial Progress Report but up to 70% of the total Maximum Funds*</p>
Final Payment	<p>A minimum of 10% holdback of the total Maximum Funds to be released after receiving Repair Completion Reports and Post-Retrofit Energy and Emissions Savings Report for all projects.</p>

*Maximum funds include administration fees paid to the Service Manager (if any).

**SCHEDULE “F”
REPORTING**

Name of Report	Due Date
1. Business Cases	March 28, 2018
2. Project Delivery and Fiscal Plan (PDFP)	One time report due with signed TPA no later than June 30, 2018.
3. Pre-Retrofit Energy Audit and Project Information Form	Prior to each Eligible Housing Provider starting the approved Eligible Work and must be submitted no later than December 31, 2018.
4. Quarterly Financial Progress Report	Quarterly reports for June 30, September 30, December 31 and March 31 are due within 30 calendar days subsequent to each quarter end.
5. Repair Completion Form	For each Eligible Housing Project, upon completion of all approved Eligible Work. The Eligible Work is to be completed no later than March 31, 2021.
6. Post-Retrofit Energy and Emissions Savings Report	For each Eligible Housing Project, upon completion of all approved Eligible Work in the Eligible Project, based on estimated energy savings. This is to be submitted along with the Repair Completion Form.
7. Case Studies	For at least one (1) Eligible Housing project, upcoming completion of all approved Eligible work in the Eligible project. This is to be submitted along with the Repair

	Completion Form.
8. Annual Program Compliance Attestation Report	By March 31 in each year until the expiry of the Three Year Affordability Period for each participating Eligible Housing Project.
9. French Language Services Report	By March 31 of each year funding is received, up to March 31, 2024.
10. Critical Three Year Energy Usage Data Report	<p>Energy usage data for each funded project must be collected for three calendar years following the completion of the Eligible Work.</p> <p>Service Managers will provide data related to the ongoing energy usage of the building where the work was carried out, and submit it annually on the repair completion anniversary to HSC.</p>
11. Reports as specified from time to time	On a date or dates specified by HSC.

Report Due Date

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

Submission of Reports

Unless HSC directs otherwise, all Reports are to be submitted through HSC's secure online portal <https://greenon.hscorp.ca>, using the log-in information provided by HSC.

Reporting Templates

The reporting templates attached to this Schedule "F" are samples only. Unless HSC directs otherwise, the Service Manager must comply with the reporting formats and reporting requirements included. Those formats and requirements may vary from the attached reporting templates.

Report Details

1. **Business Cases** will describe how the funds will be spent on social housing apartment buildings with fewer than 100 units.
2. **The Program Development and Fiscal Plan (made available by HSC) will set out:**
 - (i) Planned repairs, number of buildings and units that will be repaired;

- (ii) Projected cash flow based on the Maximum Funds for the 3 year program duration; and
 - (iii) Administration fees, if any that the Service Manager wishes to use up to 5% of the Maximum Funds.
- 3. The Project Information Form (made available by HSC), for each participating Eligible Housing Project will set out, among other things, a description of the Eligible Work approved by the Service Manager and cost estimates for the Eligible Work, and estimated repair start and completion dates.**
- 4. The Pre-Retrofit Energy Audit Report must:**
- (i) indicate energy use in cubic metres of gas and kilowatt hours of electricity and total GHG emission in tonnes of CO₂e for the three (3) previous years of operation where possible from the date of the Eligible Housing Provider receiving a funding allocation;
 - (ii) confirm that a building energy audit has been completed, received and deemed satisfactory by the Service Manager;
 - (iii) confirm that the building energy audit received by the Service Manager conforms to the requirements set out in the Agreement;
 - (iv) confirm that no Eligible Work commenced on the Eligible Housing Project prior to the Service Manager receiving the building energy audit for the Eligible Housing Project;
- 5. Quarterly Financial Progress Report:**
- (i) This report is a quarterly report on the progress of the Project and will include:
 - a. a summary of the current status of the Project, including photographs,
 - b. a comparison of actuals and estimated budget as set out in the PDFP with explanation for any variances;
 - c. project level details of quarterly disbursements made by the Service Manager to proponents for each project, supported by relevant invoices or purchase orders; and
 - d. a certificate of the Service Manager confirming the contents of the report and if any subsidy/other funding has been received for Eligible work.
 - (ii) This will be due every quarter as listed in the above table in the Form made available by HSC.
- 6. The Repair Completion Form for each participating Eligible Housing Project shall be:**
- (i) completed in the Form made available by HSC and set out details of all the Eligible Work completed and a breakdown of the actual cost to complete it, including the cost of the required building energy audit;
 - (ii) set out an accounting of any other funding received by the Service Manager; the identification of the funding source, including energy-related incentives and subsidies from utility companies (e.g. saveONenergy's Home Assistance and Union Gas' Furnace End-of Life

programs) and other partners (e.g. Toronto Atmospheric Fund); and, the amount and the specific aspect of the Program that the additional funding is supporting as well as a statement confirming whether there is any overlap of funding from HSC and other funding sources as identified above.

- (iii) set out an accounting of any subsidies or incentives received directly by the participating Eligible Housing Provider as well as a statement confirming whether there is any overlap of funding from HSC with funding from such subsidies or incentives;
 - (iv) confirm that all Eligible Work for the Eligible Housing Project has been completed in accordance with the Agreement and that the Service Manager is in compliance with the terms and conditions of the Agreement except as disclosed in the report, signed by an authorized signing officer of the Service Manager.
- 7. The Post-Retrofit Energy and Emissions Savings Report for each Eligible Housing Project shall be in a form provided by HSC and will:**
- (i) provide the calculated total energy in cubic meters of gas and kilowatt hours of electricity projected to be saved annually based on the Eligible Work carried out in the Eligible Housing Project;
 - (ii) provide the calculated total of greenhouse gas emission reductions projected to be saved annually based on the Eligible Work installed in the Eligible Housing Project;
 - (iii) confirm that the above calculations were done in accordance with this Agreement, as detailed in section 6 of "Schedule C"; and
 - (iv) provide a description of the approach and methodology that was used by the qualified auditor or consultant to calculate projected energy and greenhouse gas emissions savings.
- 8. Case Studies** shall be prepared on at least one Eligible Housing Project that notes the environmental benefits and associated economic co-benefits of such project, outlines any barriers and how they were overcome and shall deliver the case study to HSC.
- 9. The Annual Program Compliance Attestation Report shall** be in a form similar to Appendix A and will set out whether each Eligible Housing Project that received Funds under the Program is still, in accordance with this Agreement, Affordable and/or operating as social housing under the Housing Services Act, 2011. The Service Manager must also indicate, where applicable, if an Eligible Housing Project is no longer Affordable and/or operating as social housing under with the Housing Service Act, 2011.
- 10. The French Language Services Report shall** be in a form similar to Appendix B and will set out whether the Service Manager has complied with the French Language Services (FLS) requirements of the Agreement.
- 11. The Critical Three Year Energy Usage Data Report shall** include all actual energy use data in cubic metres of gas and kilowatt hours of electricity for each Eligible Housing Project that received Funds under the Program, collected in accordance with the Agreement to the date of the Report.
- 12. Other Reports:**
- Without limiting its right to receive other reports in accordance with the Agreement, HSC reserves the right to request, among other things, energy usage data from Eligible Housing Projects outside

of the regular reporting requirement dates in this “Schedule F”. HSC will specify the timing and content of any other reports as may be necessary.

APPENDIX A

ANNUAL PROGRAM COMPLIANCE ATTESTATION REPORT

Service Manager:

Service Manager _____
Address:
Service Manager
Contact: Name: _____
Telephone: _____
Email: _____

This report confirms that the Corporation of the City of London (the "Service Manager") is administering and delivering the GreenON Social Housing program (the "Program") in accordance with an Agreement dated April 24, 2018 with the Housing Services Corporation (the "Agreement").

The Service Manager confirms that:

- (a) all Eligible Housing Projects that received Program funding are listed in column one of the second page of this form;
- (b) the dates at which the Eligible Work was completed for each project are set out in column 4; and
- (c) subject to the exceptions listed below, each Eligible Housing Project continues to be Affordable and/or operate as social housing under the Housing Services Act, 2011 (HSA).

Exceptions:

I declare that the above information is true and complete.

By: _____

Name:
Title:
Date:

I have the authority to bind the Service Manager

APPENDIX B

FRENCH LANGUAGE SERVICES REPORT

Service Manager:

Service Manager _____

Address:

Service Manager

Contact:

Name: _____

Telephone: _____

Email: _____

This report confirms that the Corporation of the City of London (the "Service Manager") is providing services under the GreenON Social Housing program (the "Program") and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* ("FLSA").

The Service Manager confirms that it is:

- a) providing Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Programs are available in French.

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

SCHEDULE A

(to the French Language Services Report)

As a Service Manager providing services under the GreenON Social Housing program and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the *French Language Services Act*, please complete the section below. A list of designated areas can be found in Schedule B.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under GreenON Social Housing program in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other _____ (please specify)

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

SCHEDULE B

(to the French Language Services Report)

List of Designated Areas under the French Language Services Act

Please ensure to review the Schedule to the French Language Services Act for any updates to designated areas.

Service Manager	Designated Area(s)
City of Toronto	All
Central Region	
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene, Townships of Tiny and Essa
Regional Municipality of York	Town of Markham
Eastern Region	
City of Cornwall	County of Glengarry, Township of Winchester, County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke, Townships of Stafford and Westmeath
Western Region	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
Corporation of the City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester
Northeast Region	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
Northwest Region	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon, Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

SCHEDULE "G"
PROGRAM DELIVERY AND FISCAL PLAN

Attached as a separate document.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON MAY 29, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	ONTARIO RENOVATES HOME REPAIR

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Ontario Renovates Program:

- 1) The proposed by-law attached as Appendix “A” **BE INTRODUCED** at the Municipal Council meeting to be held on June 26, 2018;
 - a) **TO AUTHORIZE AND APPROVE** the Home Repair Loan Agreement for the Ontario Renovates Program, substantially in the form attached as Schedule 1 to the by-law and satisfactory to the City Solicitor, for the Ontario Renovates Program between the City of London and Eligible Applicants;
 - b) the Managing Director, Housing, Social Services and Dearness Home or delegate, **BE AUTHORIZED** to execute the Home Repair Loan Agreement authorized and approved in part a), above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Community & Protective Services Committee – September 22, 2014 – Investment in Affordable Housing for Ontario (2014 Extension)

BACKGROUND

Link to Corporate Strategic Plan

Expanding the Ontario Renovates Program to include home repairs links to the Corporate Strategic Plan’s key area of focus of **Strengthening our Community** and the strategy of providing **Caring and Compassionate Services**, specifically 3C “Reduce and Prevent Homelessness”

Intent of this Report

1. Provide background on the Ontario Renovates Program;
2. Request approval of the Home Repair Loan Agreement; and
3. Request approval for the Managing Director, Housing Social Services and Dearness Home, or his/her designate, to execute on behalf of the City, Home Repair Loan Agreements between the City and eligible applicants in a form satisfactory to the City Solicitor.

Background

The Investment in Affordable Housing Extension (IAHE) is the federal and provincial program for the creation and repair of affordable housing. The IAHE program provides flexibility to municipal Service Managers to deliver affordable housing programs that meet local affordable housing priorities in their community. The City of London is the designated Service Manager for the City of London and Middlesex County.

The Ontario Renovates Program within the IAHE provides Service Managers the flexibility to target renovations and rehabilitation projects to address local needs in affordable ownership and

rental properties related to urgent repairs, renovations, and accessibility modifications for low to moderate income households. The Ministry Guidelines for the Ontario Renovates Program allows a one-time grant up to \$5,000 for accessibility upgrades or a one-time forgivable loan up to \$25,000 for home repairs.

The Ontario Renovates Program is designed to improve the living conditions of low to moderate income households in need. It offers financial assistance to complete home repair deficiencies, energy efficiency upgrades and accessibility upgrades for persons with disabilities and/or mobility issues.

Most notably, the objectives of Ontario Renovates are:

- To improve the living conditions of households in need through financial assistance to repair deficiencies in affordable ownership and rental properties;
- To foster independent living of seniors and persons with disabilities by providing financial assistance to support modifications and renovations to increase accessibility of affordable rental and ownership properties; and
- To respect the environment and to realize savings that will improve housing affordability over the long term through the use of energy-savings products or systems.

Current Ontario Renovates Program Provided by the City of London

Currently the City of London's Ontario Renovates program provides accessibility modifications which are particularly beneficial for seniors to support their opportunity to 'age in place' and persons with disabilities who require unit modifications.

Modifications to increase accessibility related to client's disability or limited mobility can include:

1. Ramps;
2. Handrails in hallways and stairways;
3. Stair lifts and bath lifts;
4. Grab bars;
5. Raised toilets;
6. Accessible shower stalls;
7. Lever handles on doors and faucets; and
8. Personal emergency response systems

Under the Ministry of Housing's Ontario Renovates Program Guidelines, eligible households must:

- Have a household income at or below the 60th income percentile for the Service Manager area or province, whichever is lower; and
- Own a home that is their sole and principal residence with a market value at or below the average resale price for the Service Manager area provided by the Ministry.

Based on the most recent Ministry information for the London service area, the maximum household (60th percentile) income limit is \$79,900 and the average resale price is \$327,214.

The City of London's current Ontario Renovates program provides a one-time grant of \$5,000 for home accessibility upgrades and has established a maximum household income of \$60,000 and a principal residence market value of \$265,000.

Proposed Ontario Renovates Program Expansion

In an effort to respond to community responses, advocacy, and inquiries and to support the recommendations from the Age Friendly Network, the Housing Division proposes to expand the Ontario Renovates program from supporting home accessibility upgrades to include allowable Home Repair retrofits (up to a \$15,000 forgivable loan) using the current income and principal residence market value thresholds established in the current Ontario Renovates program noted above. Under the Ministry of Housing's Ontario Renovates Program Guidelines, eligible expenditures include repairs and retrofits required to bring a home/unit to an acceptable standard while improving energy efficiency. Eligible items could include:

1. Heating Systems;
2. Chimneys;
3. Doors and Windows;

4. Foundations;
5. Roofs, walls, floors and ceilings;
6. Vents;
7. Electrical Systems;
8. Plumbing; and
9. Septic Systems, well water, and well drilling.

The proposed expansion to the Ontario Renovates will be managed within the existing budget approved by the Ministry of Housing of \$100,000 for 2018/2019. As with the current Ontario Renovates Application process, applications will be accepted throughout the year until funding is fully utilized.

The Housing Division will conduct a community needs based evaluation to assess the community's need as well as tracking the uptake of the expanded Ontario Renovates Program to assess the future Ontario Renovates Program funding allocation requirements for the 2019/2020 fiscal period subject to Ministry of Housing approval.

FINANCIAL IMPACT

The Ontario Renovates Program is funded 100% by the Province and is not subject to any cost sharing requirements by the City.

Currently for 2018/2019 fiscal period, the City of London's Ministry of Housing IAHE approved funding allocation for the Ontario Renovates Program is \$100,000. The Housing Division recommends using the current fiscal allocation of \$100,000 to fund for both Home Accessibility Upgrades and Home Repair Retrofits.

PREPARED BY:	RECOMMENDED BY:
DAVE PURDY MANAGER, HOUSING SERVICES HOUSING, SOCIAL SERVICES AND DEARNESS HOME	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

- C: David Munteer, Solicitor II
 Kyle Murray, Senior Financial Business Administrator
 Jason Wills, Manager III, Risk Management

APPENDIX A

Bill No.
2018

By-law No.

A by-law to approve the Ontario Renovates Home Repair Loan Agreement between the City of London and eligible applicants; to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the Ontario Renovates Home Repair Loan Agreement.

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

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

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

1. The Ontario Renovates Home Repair Loan Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between The Corporation of the City of London and eligible applicants, is hereby approved.
2. The Managing Director of Housing, Social Services and Dearness Home or his/her designate is delegated the authority to execute the Ontario Renovates Home Repair Loan Agreement approved in section 1, above.
3. 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 –

ONTARIO RENOVATES HOME REPAIR LOAN AGREEMENT

Date _____

Dear _____

In response to your application for funding under the City of London Ontario Renovates Program, I am pleased to advise that your application has been approved, subject to the following terms and conditions:

TERMS AND CONDITIONS:

1. You must SIGN and RETURN the two enclosed duplicate copies of this Letter of Agreement and the enclosed two copies of the Promissory Note within five (5) business days.
2. Any commitment of funding by the City of London is conditional and subject to approval from the Ministry of Municipal Affairs and Housing.
3. I/We hereby declare that I/We are the registered owner(s) and sole and principal resident(s) of property municipally known as _____ insert address _____ (the "Home") and that no other person or legal entity in whole or in part, owns the Home.
4. The requested forgivable loan for repair modifications is \$_____. I/We hereby consent to the registration of a Lien in favor of the City of London to secure the amount of the loan.

You have been conditionally approved for a Loan in an amount not to exceed \$___ 0.0 ("Funding"). Details of your Loan are outlined in the table below:

	Amount	Scope of work / description
Home Repair Modifications	\$0	
Legal costs	\$	Title search conducted by City of London Legal Services
Total Funding	\$	
Forgivable Loan	\$	

5. The term of this Letter of Agreement shall commence on the date of execution and end on the date that is ten (10) years from the date the work outlined in section 4 of this Agreement is completed. The period of loan forgiveness is ten (10) years ("Loan Forgiveness Period"), beginning on the date of work completion and forgiven at a rate of ten percent (10%) per year over the Loan Forgiveness Period. A letter of completion will be sent by the City of London confirming the date of work completion.
6. You agree that if you sell, rent or transfer the property, or if you cease to occupy the property as a principal residence prior to the end of the Loan Forgiveness Period, the outstanding balance of the loan becomes immediately due and payable. You or the person responsible for your Estate, or person acting as your Power of Attorney, shall notify the City of London within ten (10) days. Repayment of the outstanding loan balance shall be calculated based

on the original loan amount less the loan forgiveness earned to the date the property is sold, rented, transferred or the date you cease to occupy the property as a principal residence.

7. Funding is to be used solely for the approved scope of work in the Home, as outlined in section 4 of this Letter of Agreement.
8. Project work must commence within one hundred and twenty (120) days of the date of this letter of agreement and must be completed within a reasonable timeframe, as determined by the City of London.
9. Annually, throughout the term of the Loan Forgiveness Period, and from time to time as requested by the City of London, you must provide the City of London with any documentation, information, declarations and warranties requested to confirm your continued eligibility for the Ontario Renovates Program.
10. You are required to collect and submit an invoice (or contractor deposit statement, if applicable) for all payments made or due for the approved scope of work set out in section 4 of this Agreement. If an acceptable invoice or statement is not collected and submitted, payment of Funding will be withheld. An acceptable invoice or statement includes the contractor(s) name, address, business number, HST number, description of work performed, and the total amount of the contracted service.
11. You acknowledge that the funding you receive will be the Funding minus legal costs that the City of London has incurred, including a title search for the Home.
12. A payment of **up to**__ % of the approved Funding may be advanced to satisfy contractor deposit requirements (where applicable). If required, a payment of **up to**__% of the Funding (minus previous deposit payment, if any) may be requested for partial completion of the work, otherwise the City of London will provide a final payment in an amount that is equal to the sum of the remaining or total project costs upon full completion in an amount not to exceed **100%** of the Funding.
13. Any advance of Funding for payments made or due to be made for the approved scope of work as set out in section 4 of this Agreement are subject to on-site verification by the City of London, to confirm that the work has been completed in a satisfactory manner, as determined by the City of London in its sole discretion. Photos will be taken.
14. You acknowledge that you are solely responsible for the supervision and payment of contractors or other personnel retained to complete the work, and all Funding will be paid to you directly for disbursement to any contractor or other personnel that you have used for the approved scope of work.
15. Any unused, unsubstantiated or overpaid amounts, including amounts paid as a result of misrepresentation or incomplete work shall be immediately repaid to the City of London; loan forgiveness shall not apply to these amounts.
16. For the term of the Loan Forgiveness Period you are required to maintain a property insurance policy for the full insurable value of the Home and you are required to remain up-to-date with your property tax payments.
17. A breach of sections 3, 6, 7, 8, 9, 14, 15 and/or 16 of this Letter of Agreement shall constitute an Event of Default. Upon occurrence of an Event of Default, you shall notify the City of London within ten (10) days. You hereby acknowledge your joint and several obligations to repay all of the outstanding loan amount upon the occurrence of an Event of Default, as determined by the City of London in its sole discretion.
18. You acknowledge that you shall carry out the Project work in compliance with all applicable laws, by-laws and regulations and shall be solely responsible for obtaining any permits and zoning approvals that may be required.

19. You acknowledge that none of the Province of Ontario, the City of London, their employees, elected officials, officers, directors and agents holds any responsibility for your selection and/or approval of contractors, trades-people, materials, construction processes and work results.
20. You acknowledge and agree that you shall indemnify, defend and hold harmless the City of London from and against all claims, losses, damages, costs, expenses and other actions made, 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, alleged to be caused, or suffered as a result of the performance of the work or attributable to anything done or omitted to be done by you as part of this Agreement.
21. You acknowledge that you are solely responsible for all requirements under the *Construction Lien Act* and shall indemnify, defend and hold harmless City of London against any claim of non-payment or breach of contract brought by any party retained by you to complete the work.
22. Sections 19, 20 and 21 shall survive the termination or expiry of this Letter of Agreement.
23. This Letter of Agreement is made pursuant to, and shall be governed by, the laws of Canada and the laws of Ontario applicable therein.
24. Should any provision of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the parties.
25. You acknowledge that you shall not assign this Agreement without prior written approval of the City of London, which may be arbitrarily withheld.
26. This Agreement shall be binding upon and shall enure to the benefit of the City of London and the recipient of the Funding and their respective heirs, executors, successors and assigns.
27. You acknowledge that you have had an opportunity to receive independent legal advice and representation in relation to signing this Letter of Agreement.
28. You hereby declare that the information you provided in and with the City of London Ontario Renovates Application Form remains true and accurate as of the day of submission of this Agreement.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	REQUEST FOR PROPOSAL 18-05 SOCIAL HOUSING BUILDING INVENTORY – BUILDING CONDITION ASSESSMENT AND RESERVE FUND STUDIES

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Social Housing Building Inventory – Building Condition Assessment and Reserve Fund Studies Request for Proposal (RFP 18-05):

- a) The proposal submitted by Edison Engineers Inc. to conduct a Social Housing Building Inventory and Reserve Fund Studies, at a cost of \$115,225 (excluding HST), **BE ACCEPTED**;
- b) the financing for this project **BE APPROVED** as set out in the Source of Financing Report attached as Appendix A;
- c) the Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this service contract;
- d) the approvals given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract for the work to be done relating to this project; and
- e) the Mayor and City Clerk **BE AUTHORIZED** to execute any contract or other documents, if required, to give effect to these recommendations.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Board of Control Report April 8, 2009 Request for Proposal 09-03 Social Housing Building Inventory – Building Condition Assessments and Reserve Funds Studies

BACKGROUND

Link to Corporate Strategic Plan

Conducting a Social Housing Building Inventory and Reserve Fund Study links to the Corporate Strategic Plan’s key area of focus of **Strengthening our Community** and the strategy of providing **Caring and Compassionate Services**, specifically 3C “Reduce and Prevent Homelessness”

Background

The City of London is designated under the *Housing Services Act, 2011* as the Service Manager for Housing Services for the City of London and the County of Middlesex. The Service Manager is responsible for administering various Housing programs through the *Housing Services Act* and Ministry of Housing regulations and guidelines.

Within London and Middlesex County, there are 63 Social Housing Providers (excluding London Middlesex Housing Corporation) who manage approximately 3,300 rent gear to income units providing housing to families, adults, and seniors.

An important role of the Service Manager is to support Social Housing Providers to ensure the buildings are maintained in proper condition for health and safety of residents. It is important for Social Housing Providers to understand the current condition of their buildings as well as identify needed repairs. It is also important for Social Housing Providers to understand the long-term cost implications of necessary capital replacements and the corresponding financial impacts, including but not limited to the maintenance of appropriate capital reserve fund balances.

Social Housing Providers, regulated under the *Housing Services Act 2011*, are legislatively required to maintain a capital reserve fund and to make annual pre-established contributions towards this capital reserve fund. For many Social Housing Providers, the mandated annual contribution towards a capital reserve fund is not enough to meet future needs.

A capital reserve fund plan can help Social Housing Providers budget for the future and minimize the risk of having unexpected replacement costs by ensuring replacements are made at the right time, thereby providing the best value. It can also guide the investment decision-making process by allowing Social Housing Providers to maximize the capital reserve fund's return on investment.

A capital reserve fund plan consists of two parts: a **building condition assessment (BCA)** and a **reserve fund forecast**.

- A **BCA** is a “moment in time” assessment of the physical condition of the Social Housing Provider buildings’ capital items. A BCA also provides an estimate of when capital items will need to be replaced, how much it costs to replace them or if there are other more efficient systems available that would provide a favourable return on investment.
- The **reserve fund forecast**, builds on the information provided in the BCA. Using the BCA, a reserve fund forecast estimates the fund's balance through a combination of contributions and drawdowns. The reserve fund forecast can also assist Social Housing Providers in determining the amount of investment required for long-term needs; therefore maximizing their return on investment opportunities.

In the past, the Service Manager has assisted social housing providers in gathering information to support the development of their capital reserve fund plans including in 2009 when the Service Manager facilitated the completion of the Social Housing Building Condition Assessments and Reserve Fund Study. As this information is now out dated, an update is now required and the Service Manager is now intending on completing an updated building condition assessment and reserve fund study.

Purchasing Process

On February 13, 2018, on behalf of the City's Housing Services, the Purchasing & Supply Management team issued a formal Request for Proposal (RFP18-05), **Social Housing Building Inventory - Building Condition Assessments and Replacement Reserve Studies** on the City's Bids and Tenders website. There were three (3) addendum issued, twenty four (24) plan takers registered, eighteen (18) submissions received, and fifteen (15) submissions deemed compliant.

A two-envelope RFP process was employed, one containing the technical proposal and the second containing the pricing for the work.

An evaluation committee comprised of four (4) representatives from Financial and Business Services, Housing Services, and Facilities evaluated fifteen (15) submissions based on the technical criteria outlined in the document. Only six (6) submissions met the City's technical requirements. The final step of opening pricing envelopes was limited to proponents that met the City's technical requirements.

The evaluation committee concluded that the highest scoring proponent met the City's requirements and, therefore, recommends awarding the contract to Edison Engineers Inc.

FINANCIAL IMPACT

Awarding this contract has a cost of \$115,225 (excluding HST) and will be funded from the Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund, as set out in the Source of Financing Report attached as Appendix A.

PREPARED BY:	RECOMMENDED BY:
DAVE PURDY MANAGER, HOUSING SERVICES HOUSING, SOCIAL SERVICES AND DEARNESS HOME	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

C: John Freeman, Manager of Purchasing and Supply
 Kyle Murray, Senior Financial Business Administrator

APPENDIX 'A'

Chair and Members
Community and Protective Services Committee

#18107
June 18, 2018
(Award Contract)

**RE: Request for Proposal 18-04 - Social Housing Building Inventory
(Subledger NT18GG11)
Capital Project SH2080 - Social Housing Bldg. Inventory-Bldg. Condition Assess. and RF Studies
Edison Engineers Inc. - \$115,225 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project, although not included in the Capital Budget, can be accommodated with a drawdown from the Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund and that, subject to the adoption of the recommendations of the Managing Director, Housing, Social Services and Dearness Home, the detailed source of financing for this project would be:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>This Submission</u>	<u>Revised Budget</u>
Engineering	\$0	\$117,253	\$117,253
NET ESTIMATED EXPENDITURES	<u>\$0</u>	<u>\$117,253</u> 1)	<u>\$117,253</u>
<u>SOURCE OF FINANCING:</u>			
Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund	\$0	\$117,253	\$117,253
TOTAL FINANCING	<u>\$0</u>	<u>\$117,253</u>	<u>\$117,253</u>

1) **FINANCIAL NOTE:**

Contract Price	\$115,225
Add: HST @13%	14,979
Total Contract Price Including Taxes	<u>130,204</u>
Less: HST Rebate	12,951
Net Contract Price	<u>\$117,253</u>

- 2) The required funding is available as a drawdown from the Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund, noting that the uncommitted projected ending balance in this reserve fund will be approximately \$8.9 million.

Anna Lisa Barbon
Managing Director, Corporate Services and
City Treasurer, Chief Financial Officer

JG/ms

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON June 18th, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	PORTABLE HOUSING BENEFIT – SPECIAL PRIORITY POLICY (PHB-SPP) PROGRAM

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law attached as Appendix “A” be introduced at the Municipal Council meeting to be held on June 26th, 2018 to:

- a) **authorize** and **approve** an Agreement substantially in the form attached as Schedule 1 to the by-law between The Corporation of the City of London and Her Majesty the Queen in right of Ontario as represented by the Ministry of Housing and the Ministry of Finance for the purpose of approving a Transfer Payment Agreement for the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program;
- b) **authorize** the Mayor and the City Clerk to execute the Agreement authorized and approved in part a), above and;
- c) **authorize** the Managing Director, Housing, Social Services and Dearness Home, or delegate, to execute any documents and reports in furtherance of this Agreement as required.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- CPSC Report August 23rd, 2016 meeting. Approvals of the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund (SIF) for Survivors of Domestic Violence Portable Housing Benefit Pilot (SDV- PHBP).

BACKGROUND

Link to Corporate Strategic Plan

Administering the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program links to the Corporate Strategic Plan’s key area of focus of **Strengthening our Community** and the strategy of providing **Caring and Compassionate Services**, specifically 3C “Reduce and Prevent Homelessness”

Intent of this Report

1. Provide background information on the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program;
2. Request approval of the Transfer Payment Agreement between the Corporation of the City of London and the Ministry of Housing and the Ministry of Finance to administer the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program;
3. Request approval for the Mayor and City Clerk to execute the Portable Housing Benefit- Survivors of Domestic Violence Program Transfer Payment Agreement between the City, the Ministry of Housing and The Ministry of Finance; and

4. Request for approval for the Managing Director, Housing, Social Services and Dearness Home, or delegate, to execute any documents and reports in furtherance of this Agreement as required.

Background

On November 28th, 2017 the Province announced that it would invest \$30 million over the next three years in the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program, which will eventually support up to 3,000 survivors of domestic violence and human trafficking by providing Service Managers with another tool to allow applicants to live in communities and housing that best suits their needs. This program will also assist in providing more affordable housing options to households on the City of London’s waiting list for Rent Geared to Income (RGI) housing. This is a continuation of the Survivors of Domestic Violence – Portable Housing Benefit Pilot Program (SDV- PHB) that began in September, 2016 and had 22 Service Managers participate, including the City of London.

As part of the Province’s Strategy to End Human Trafficking, and as part of the Ontario Long Term Affordable Housing Strategy (LTAHS), the Portable Housing Benefit – Special Priority Policy (PHB-SPP) program is intended to provide more affordable housing options of choice to citizens experiencing intimate partner violence and human trafficking.

The specific objectives of the PHB-SPP Program are as follows

- To provide households who qualify for the Special Priority Policy (SPP) category with housing support;
- To decrease wait times for housing assistance; and
- To expand housing choice for households who are eligible for the SPP category.

Outcomes

The PHB-SPP program will deliver meaningful outcomes to recipients over the immediate, short term, and long term, including:

- Receiving housing assistance more quickly than would otherwise be possible while waiting for RGI assistance;
- Having more choice of suitable housing (e.g., housing type, quality, location);
- Having a reduced rent burden (lower percentage of income spent on shelter costs);
- Being less likely to return to an emergency shelter;
- Experiencing improved household financial well-being; and
- Having improved quality of life.

The Ministry of Housing (MHO) has committed to developing an evaluation framework to assess the effectiveness of the program which is expected to be developed and implemented in the future.

Portability

The PHB-SPP is a monthly subsidy benefit provided to low-income households to assist with housing costs. Unlike other forms of housing assistance, the benefit is tied to a household and not a physical housing unit therefore it is fully portable across Ontario. Participants can continue to receive a monthly benefit even if they move to a rental unit in another Service Manager area however the amount of the monthly benefit may change, based on the new Average Market Rent (AMR) in the new community.

Client Eligibility

All households that participate in the SDV-PHB Pilot program are eligible to transition to the PHB-SPP Program. For new applicants to be eligible for the program they must meet the following criteria:

- Reside in Ontario;
- Be on a social housing waiting list and eligible for the Special Priority Policy (SPP) category (households leaving abusive situations, including survivors of domestic violence and human trafficking) as set out in Ontario Regulation 367/11 under the *Housing Services Act, 2011*;
- Not be in receipt of, or part of a household in receipt of RGI assistance or any other government-funded housing benefit, with the exception of social assistance shelter payments; and
- Consent to being removed from the social housing waiting list.

Households in receipt of social housing rent-geared-to-income (RGI) subsidy or payments under any other rent support programs are not eligible.

Unit Eligibility

Units may be in private buildings or in non-profit or co-operative projects and must be modest (at or below average market rent) and in a satisfactory state of repair. However, only market rent units in social housing developments are eligible. Units must meet local occupancy standards.

Role of the City of London as Service Manager

The City of London is designated under the *Housing Services Act, 2011* as the Service Manager for Housing Services for the City of London and the County of Middlesex. The Service Manager is responsible for administering various Housing programs through the Housing Services Act, regulations and Ministry of Housing guidelines.

Service Managers are responsible for the administration of the PHB-SPP program requirements. This includes, but is not limited to:

- Entering into a Transfer Payment Agreement with the Province;
- Ensuring all eligible SPP applicants receive the option to apply for the portable benefit;
- Assisting applicants with the completion of the application form and the applicable schedules;
- Collecting required information for intake, including calculating and providing applicant income information to the Ministry of Finance (MOF) at the time of initial application, as required.
- Once the MOF approves an applicant for the PHB-SPP program, the Service Manager can provide first and last month's rent to the applicant and must remove the applicant from its social housing waitlist;
- Submitting quarterly reports to MHO ;
- Completing and distributing T5007 tax forms (Statement of Benefits) to participants for first and last month's rent payments delivered directly to households and for any monthly benefits provided to SDV-PHB Pilot households between April 1, 2018 and June 30, 2018;

Key Milestones

Transfer Payment Agreements must be executed by no later than June 30th, 2018 in order for the province to begin flowing funds to clients as of July 30th. The "Transfer Payment Agreement" has been reviewed by the Corporation of the City of London's Legal Services, as well as Risk Management and Financial and Business Services.

Risk Management

Although Risk Management has identified the indemnity provisions within the Ministry of Housing Transfer Payment Agreement exposes the Corporation to unlimited liability, Risk Management concludes that the indemnity clause should not prevent the City of London from entering in to the Transfer Payment Agreement as the benefit of the funds outweigh the associated risk from the indemnity provision.

More clearly, the City of London will mitigate risks associated with the Transfer Payment Agreement by using the optimum level of oversight and control, enabling the City of London 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 program.

FINANCIAL IMPACT

Funding for the PHB-SPP Program is provided 100% by the Province and is not subject to any cost sharing requirements by the City. The Ministry of Housing will flow funds to the City on a quarterly basis retroactively, in accordance with the quarterly reports submitted.

Service Managers are allocated a one-time payment of \$250 per eligible applicant of funding to assist with the administration cost of the Service Manager's program responsibilities. The annual forecasted amount of administration funding to be received is approximately \$20,000.

PREPARED BY:	SUBMITTED BY:
TIM SMUCK MANAGER, RENT SUPPLEMENT & TENANT SELECTION HOUSING, SOCIAL SERVICES AND DEARNESS HOME	DAVE PURDY MANAGER, HOUSING SERVICES HOUSING, SOCIAL SERVICES AND DEARNESS HOME
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

C: David Munteer, Solicitor II
 Kyle Murray, Senior Financial Business Administrator
 Jason Wills, Manager III, Risk Management

APPENDIX A

Bill No.
2018

By-law No.

A by-law to approve the Transfer Payment Agreement for the Portable Housing Benefit Special Priority Policy Program with the Ministry of Housing and Ministry of Finance; to authorize the Mayor and the City Clerk to execute the agreement; and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute any documents and reports in furtherance of this Agreement as required.

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

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

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

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

1. The Transfer Payment Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Housing and the Ministry of Finance and the Corporation of the City of London, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law.
3. The Managing Director, Housing, Social Services and Dearness Home, or delegate, is hereby authorized to execute any documents and reports in furtherance of this Agreement as required.
4. 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 -

ONTARIO TRANSFER PAYMENT AGREEMENT
Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program

THE AGREEMENT, effective as of _____, 2018 (the “**Effective Date**”),

B E T W E E N:

**Her Majesty the Queen in right of Ontario as represented by
the Minister of Housing (“MHO”) and the Minister of Finance (“MOF”)
(collectively “Ontario”)
- and -**

The Corporation of the City of London

(the “**Service Manager**” of “**SM**”)

BACKGROUND

The Service Manager has agreed to participate in the delivery and administration of the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program.

MHO wishes to provide Funds to the Service Manager for the Program.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, Ontario and the Service Manager (the “**Parties**”) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This agreement (the “**Agreement**”), including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description and Timelines
- Schedule “D” - Program Guidelines
- Schedule “E” - Reporting
- Schedule “F” - Payment Plan
- Schedule “G” - Personal Information Sharing Provisions

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”, and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 Subject to the remainder of this section, the Agreement may only be amended by a written agreement duly executed by MHO and the Service Manager. MHO may amend the Program Guidelines from time to time by Notice to the Service Manager. If an amendment is to be made to Schedule “G” or is one that would affect MOF’s role or responsibilities under this Agreement, the amendment may only be made by a written amendment of MHO, MOF and the Service Manager, signed by persons occupying the positions of the signatories to the Agreement.

5.0 ACKNOWLEDGEMENT

5.1 The Service Manager:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

5.2 The Parties acknowledge that MHO and MOF have executed a Memorandum of Understanding under which MOF has agreed to provide services to assist MHO with the administration of the Program.

5.3 The Parties further acknowledge that it is not the responsibility of MOF to respond to Program enquiries and complaints from, including but not limited to, individuals, MPPs, municipal councillors, Office of the Ombudsman, the Human Rights Commission, and in

respect of any of any action, suit, prosecution or other legal proceedings related to the Program. In the case where the inquiry or complaint is received by MOF, it will be forwarded by MOF to the respective signatories for MHO and the SM as set out below.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Housing	
Name:	
Title:	
Date:	

THE CORPORATION OF THE CITY OF LONDON	
Name:	
Title:	
Date:	
Name:	
Title:	
Date:	

The Ministry of Finance agrees to and is bound by only the terms and conditions under Schedule “G” – Personal Information Sharing Provisions.

MINISTRY OF FINANCE	
Name:	
Title:	
Date:	

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions referred to in section 8.1 and as specified in Schedule “C”.

“Agreement” means this agreement entered into by MHO, MOF and the Service Manager, all of the Schedules listed in Section 1.1 of the main body of the Agreement, and any amendments made in accordance with the terms set out herein.

“Benefit Period” means each period for which MOF, on initial intake or annual reassessment, approves a participating Eligible SPP Household to receive a Monthly Benefit.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which MHO has elected to be closed for business.

“Eligible SPP Household” means,

- (i) a household that:
 - (i) is participating in the SDV-PHB Pilot; and
 - (ii) has applied for a Monthly Benefit under the Program and provided all necessary information for the calculation of the benefit; or

- (ii) a household that:
 - (i) is on a social housing waiting list and has been included in the special priority household category under O. Reg. 367/11 under the HSA;
 - (ii) except in the case of an Interim Participant, has agreed to being removed from the social housing waiting list if it is approved for and begins to receive a Monthly Benefit; and
 - (iii) has applied for a Monthly Benefit under the Program and provided all necessary information for the calculation of the benefit.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Expiration Date” means the date on which this Agreement will expire and is the date set out in Schedule “B”.

“FIPPA” means the Freedom of Information and Protection of Privacy Act.

“Fiscal Year” means:

- (a) in the case of the first Fiscal Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Fiscal Years subsequent to the first Fiscal Year, the period commencing on April 1 following the end of the previous Fiscal Year and ending on the following March 31.

“Funds” means the money MHO provides to the Service Manager pursuant to the Agreement.

“HSA” means the Housing Services Act, 2011.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Interim Participant” means a household participating in the SDV-PHB Pilot that chooses to participate in the Program only until June 30, 2019 so that it may be added back to or remain on the social housing waiting list as set out in the Program Guidelines.

“Maximum Funds” means the maximum amount MHO will provide the Service Manager under the Agreement as set out in Schedule “B”.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

“MOF” means the Ministry of Finance.

“Monthly Benefit” means the monthly benefit calculated and paid to Program participants in accordance with the Program Guidelines.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Service Manager is required to remedy an Event of Default, and includes any such period or periods of time by which MHO considers it reasonable to extend that time.

“Party” means either MHO or the Service Manager.

“Program” means the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program described in Schedule “C” and the Program Guidelines.

“Program Guidelines” means the means the guidelines for the Program, including the Q’s and A’s, attached as Schedule “D” as amended by MHO from time to time.

“Reports” means the reports described in Schedule “E”.

“SDV-PHB Pilot” means the Survivors of Domestic Violence Portable Housing Benefit Pilot that was launched in September 2016 and that ends on June 30, 2018.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Service Manager represents, warrants and covenants that:

- (a) it has full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to MHO in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

2.2 Execution of Agreement. The Service Manager represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions (including the adoption of any authorizing by-law) to authorize the execution of the Agreement.

2.3 **Governance.** The Service Manager represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to ensure the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 6.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Service Manager will provide MHO with proof of the matters referred to in this Article 2.0.

3.0 **TERM OF THE AGREEMENT**

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 12.0, Article 13.0 or Article 14.0.

4.0 **FUNDS AND CARRYING OUT THE PROGRAM**

4.1 **Funds Provided.** MHO will:

- (a) provide the Service Manager up to the Maximum Funds for the purpose of assisting with the delivery and administration of the Program;
- (b) subject to adjustment in accordance with this Agreement, provide the Funds to the Service Manager in accordance with the Payment Plan set out in Schedule "F"; and
- (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:
 - (i) resides at a Canadian financial institution; and

(ii) is in the name of the Service Manager.

4.1.1 **Adjustment.** Despite section 4.1, in order to more accurately reflect the Service Manager's need for Funds, MHO may adjust the amount of the Funds to be provided, and any instalment of Funds, based upon the information provided by MOF to MHO in accordance with Schedule "F".

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

- (a) MHO is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as MHO may request pursuant to section 11.2;
- (b) MHO is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) MHO may adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon MHO's assessment of the information provided by the Service Manager pursuant to section 6.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), MHO does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, MHO is not obligated to make any such payment, and, as a consequence, MHO may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
 - (ii) terminate the Agreement pursuant to section 13.1.

4.3 **Use of Funds.** The Service Manager will:

- (a) administer and deliver the Program in accordance with the terms and conditions of this Agreement, including Schedule "C", Schedule "G" and the Program Guidelines;
- (b) use the Funds only for the purpose of administering and delivering the Program;
- (c) spend the Funds only in accordance with Schedule "C";
- (d) spend Funds provided for administration costs only on the costs of administering the Program;
- (e) use the Funds provided for first and last months' rent only to reimburse the Service Manager for funds paid to Eligible SPP Households that:
 - (i) are approved by MOF for a Monthly Benefit;

- (ii) are approved by the Service Manager for a contribution towards first and last months' rent based on demonstrated need; and
- (iii) were not participants under the SDV-PHB Pilot; and
- (f) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4. **No Changes.** The Service Manager will not make any changes to the Program that are contrary to those in Schedule "C" and the Program Guidelines without the prior written consent of MHO.

4.5 **Interest Bearing Account.** If MHO provides Funds to the Service Manager before the Service Manager's immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.

4.6 **Interest.** If the Service Manager earns any interest on the Funds, MHO may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Service Manager the repayment of an amount equal to the interest.

4.7 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.8 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.9 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from MHO for the Program and is not providing goods or services to MHO.

4.10 **Program Over Budget.** The Service Manager acknowledges that should the Service Manager's Program expenses exceed the amount of the Funds, MHO is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out its responsibilities under the Program.

5.0 CONFLICT OF INTEREST

5.1 **No Conflict of Interest.** The Service Manager will administer and deliver the Program and use the Funds without an actual, potential or perceived conflict of interest.

5.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Service Manager; or
- (b) any person who has the capacity to influence the Service Manager's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

5.3 **Disclosure to MHO.** The Service Manager will:

- (a) disclose to MHO, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that MHO may prescribe as a result of the disclosure.

6.0 **REPORTING, ACCOUNTING AND REVIEW**

6.1 **Preparation and Submission.** The Service Manager will:

- (a) submit to MHO at the address referred to in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "E", or in a form as specified by MHO from time to time;
- (b) submit to MHO at the address referred to in section 18.1, any other reports as may be requested by MHO in accordance with the timelines and content requirements specified by MHO;
- (c) ensure that all Reports and other reports are completed to the satisfaction of MHO; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

6.2 **Record Maintenance.** The Service Manager will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

6.3 **Inspection.** MHO, its authorized representatives or an independent auditor identified by MHO may, at its own expense, upon twenty-four hours' Notice to the Service

Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and, for these purposes, MHO, its authorized representatives or an independent auditor identified by MHO may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 6.2;
- (b) remove any copies made pursuant to section 6.3(a) from the Service Manager's premises; and
- (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds and/or the Program.
- (d) MHO may conduct an annual audit in respect of the information addressed in this section 6.3.

6.4 **Disclosure.** To assist in respect of the rights set out in section 6.3, the Service Manager will disclose any information requested by MHO, its authorized representatives or an independent auditor identified by MHO, and will do so in the form requested by MHO, its authorized representatives or an independent auditor identified by MHO, as the case may be.

6.5 **No Control of Records.** No provision of the Agreement will be construed so as to give MHO any control whatsoever over the Service Manager's records.

6.6 **Auditor General.** For greater certainty, MHO's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

7.0 COMMUNICATIONS REQUIREMENTS

7.1 **Acknowledge Support.** Unless otherwise directed by MHO, the Service Manager will acknowledge the support of MHO in a form and manner as directed by MHO.

7.2 **Publication.** The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of MHO.

8.0 FURTHER CONDITIONS

- 8.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions.
- 8.2 **Open Data.** The Service Manager agrees that MHO may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name, Service Manager contact information, Service Manager address, amount of Maximum Funds and/or Funds, Program description, Program objectives/goals, Program location, and Program results reported by the Service Manager. However, MHO and the Service Manager agree that such permission does not apply to the personal information of individuals in Eligible SPP Households.
- 8.3 **Announcements.** The Service Manager shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of Housing at one or more Program events, until permitted by MHO.

9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Service Manager acknowledges that MHO and MOF are bound by FIPPA and that any information provided to MHO and MOF in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 9.2 **MFIPPA.** MHO and MOF acknowledge that the Service Manager is bound by MFIPPA and that any information provided to the Service Manager in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

10.0 INDEMNITY

- 10.1 **Indemnification.** The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of MHO.

11.0 INSURANCE

- 11.1 **Service Manager's Insurance.** The Service Manager represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance

on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Service Manager’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

11.2 **Proof of Insurance.** The Service Manager will provide MHO with certificates of insurance, or other proof as may be requested by MHO, that confirms the insurance coverage as provided for in section 11.1. Upon the request of MHO, the Service Manager will make available to MHO a copy of each insurance policy.

12.0 TERMINATION ON NOTICE

12.1 **Termination on Notice.** MHO may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days’ Notice to the Service Manager.

12.2 **Consequences of Termination on Notice by MHO.** If MHO terminates the Agreement pursuant to section 12.1, MHO may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
 - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 12.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Service Manager to cover such costs.

13.0 TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), MHO does not receive the necessary appropriation from the Ontario Legislature for any payment MHO is to make pursuant to the Agreement, MHO may terminate the

Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

13.2 Consequences of Termination Where No Appropriation. If MHO terminates the Agreement pursuant to section 13.1, MHO may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 13.2(b).

13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, MHO will not provide additional Funds to the Service Manager.

14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 Events of Default. It will constitute an Event of Default if, in the opinion of MHO, the Service Manager breaches any representation, warranty, covenant or other material term of this Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) administer and deliver the Program in accordance with this Agreement;
- (b) comply with its obligations set out in Schedule “C”;
- (c) use or spend Funds only as authorized herein; or
- (d) provide, in accordance with section 6.1, Reports or such other reports as may have been requested pursuant to section 6.1(b).

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, MHO may, at any time, take one or more of the following actions:

- (a) initiate any action MHO considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as MHO determines appropriate;
- (d) reduce the amount of the Funds;

- (e) cancel further instalments of Funds;
- (f) demand from the Service Manager the repayment of any Funds remaining in the possession or under the control of the Service Manager;
- (g) demand from the Service Manager the repayment of an amount equal to any Funds the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand from the Service Manager the repayment of an amount equal to any Funds MHO provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to MHO upon giving Notice to the Service Manager.

14.3 Opportunity to Remedy. If, in accordance with section 14.2(b), MHO provides the Service Manager with an opportunity to remedy the Event of Default, MHO will provide Notice to the Service Manager of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 Service Manager not Remediating. If MHO has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Service Manager does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to MHO that the Service Manager cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Service Manager is not proceeding to remedy the Event of Default in a way that is satisfactory to MHO,

MHO may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice.

15.0 FUNDS AT THE END OF A FISCAL YEAR

15.1 Funds at the End of a Fiscal Year. Without limiting any rights of MHO under Article 14.0, if the Service Manager has not spent all of the Funds provided to it for the Fiscal Year, MHO may take one or both of the following actions:

- (a) demand from the Service Manager the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

For greater certainty, the Service Manager may not carry Funds over from one Fiscal Year to the next. Should a planned commitment for Funds under the Program fall through, the Funds may only be recommitted and spent within the same Fiscal Year.

16.0 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Service Manager will, upon expiry of the Agreement, return to MHO any Funds remaining in its possession or under its control.

17.0 DEBT DUE AND PAYMENT

17.1 Payment of Overpayment. If at any time during the term of the Agreement, MHO provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, MHO may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds to MHO.

17.2 Debt Due. If, pursuant to the Agreement:

- (a) MHO demands from the Service Manager the payment of any Funds or an amount equal to any Funds from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds to MHO, whether or not their return or repayment has been demanded by MHO,

such Funds or other amount will be deemed to be a debt due and owing to MHO by the Service Manager, and the Service Manager will pay or return the amount to MHO immediately, unless MHO directs otherwise.

17.3 Interest Rate. MHO may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by MHO of Ontario on accounts receivable.

17.4 Payment of Money to MHO. The Service Manager will pay any money owing to MHO by cheque payable to the "Ontario Minister of Finance" and delivered to MHO at the address referred to in section 18.1.

17.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by Her Majesty the Queen in right of Ontario.

18.0 NOTICE

18.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to MHO and the Service Manager respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

18.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

18.4 **Notice by MHO.** The Service Manager will comply with all Notices given by MHO.

19.0 CONSENT BY MHO AND COMPLIANCE BY SERVICE MANAGER

19.1 **Consent.** When MHO provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

20.0 SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

21.0 WAIVER

21.1 **Waivers in Writing.** Either Party may, in accordance with the Notice provision set out in Article A18.0, ask the other Party to waive an obligation under the Agreement.

21.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A21.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and

- (b) apply only to the specific obligations referred to in the waiver.

22.0 INDEPENDENT PARTIES

22.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of MHO, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 **No Assignment.** The Service Manager will not, without the prior written consent of MHO, assign any of its rights, or obligations under the Agreement.

23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

24.0 GOVERNING LAW

24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

25.0 FURTHER ASSURANCES

25.1 **Agreement into Effect.** The Service Manager will provide such further assurances as MHO may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

26.0 RIGHTS AND REMEDIES CUMULATIVE

26.1 **Rights and Remedies Cumulative.** The rights and remedies of MHO under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

27.1 **Other Agreements.** If the Service Manager:

- (a) has failed to comply (a "**Failure**") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

MHO may suspend the payment of Funds for such period as MHO determines appropriate.

28.0 SURVIVAL

28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 5 of the main body of the Agreement; Article 1.0 and any other applicable definitions, section 4.2(d), sections 4.3, 4.6, 4.7 and 4.10, Article 5, section 6.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of MHO), sections 6.2, 6.3, 6.4, 6.5, 6.6, Article 7.0, Article 8.0, Article 10, Article 11.0, section 12.2, sections 13.2 and 13.3, sections 14.1, 14.2 (a), (d), (e), (f), (g) and (h), Article 16.0, Article 17.0, Article 18.0, Article 20.0, section 23.2, Article 24.0, Article 26.0, Article 27.0, Article 28.0 and Article 29.0 of Schedule “A”; the use of Funds provisions of Schedule “C” and Articles 4 and 6 of Schedule “G”.

29.0 PERSONAL INFORMATION AND PARTICIPATION BY MINORS

- 29.1 **Permissions.** The Service Manager represents warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.
- 29.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	<p>For the first Fiscal Year of the Program, the lesser of the amount MHO determines to be payable in accordance with Schedule "F" for the Fiscal Year and \$3 million.</p> <p>For subsequent Fiscal Years of the Program, the lesser of the amount MHO determines to be payable in accordance with Schedule "F" for the Fiscal Year and \$2 million.</p> <p>Funds are also subject to availability and an overall Program maximum of \$10 million the first Fiscal Year of the Program and \$15 million in subsequent Fiscal Years of the Program.</p>
Expiration Date	Subject to the termination rights in the Agreement, the date indicated in a Notice provided by the MHO to the Service Manager as being the Expiry Date.
Insurance	\$ 2,000,000.00
Contact information for the purposes of Notice to MHO	<p>Name: Director, Housing Programs Branch, Housing Division</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, Ontario, M5G 2E5</p> <p>Fax: 416-585-6588</p> <p>Email: Housing.Program.MAH@ontario.ca</p>
Contact information for the purposes of Notice to the Service Manager	<p>Name: Sandra Datars Bere</p> <p>Position: Managing Director, Housing, Social Services and Dearness Home</p> <p>Address: 355 Wellington Street, 2nd floor, London, ON N6A 3N7</p> <p>Attention: Sandra Datars Bere</p> <p>Fax: 519-661-4466</p> <p>Email: sdatarsb@london.ca</p> <p>Telephone: 519-661-2489 ext 5337</p>

<p>Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from MHO related to the Agreement</p>	<p>Name: Dave Purdy</p> <p>Position: Manager, Housing Services</p> <p>Address: 355 Wellington St. Suite 248, 2nd Floor, London ON N6A 3N7</p> <p>Fax: 519-661-4466</p> <p>Email: dpurdy@london.ca</p> <p>Telephone: 519-661-2489 ext 5596</p>
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Additional Provisions relating to the Program are set out in Schedule “C”.

SCHEDULE “C”

PROGRAM DESCRIPTION AND TIMELINES

C.1 BACKGROUND

The Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program will provide up to \$10 million in 2018-19 and up to \$15 million in 2019-20, and ongoing, for housing assistance for, among others, households included in the special priority category under the Housing Services Act, 2011.

The Program is to be administered and delivered by the Ministry of Housing, with assistance from the Service Manager and the Ministry of Finance.

Through the Program, the Ministry of Housing aims to provide SPP households with additional options to meet their housing needs and alleviate pressure on the social housing system. Instead of staying in shelters or other precarious housing situations until a social housing unit becomes available, this Program would provide survivors of domestic violence or human trafficking with the option to receive a portable housing benefit so they can quickly find housing in their community.

A portable housing benefit is a subsidy provided to a low-income household to help with housing costs. The subsidy gives a household the freedom to choose where to live since it is not tied to a specific unit like most rent-geared-to-income social housing. The Ministry of Finance will provide the portable housing benefit directly to the person who applies for the benefit on behalf of the SPP household or their landlord.

C.2 PROGRAM OBJECTIVE

The Program has three objectives:

- To increase support for those experiencing domestic violence or human trafficking to obtain and retain housing;
- To decrease wait times for housing assistance for SPP households on the chronological wait list for social housing and others who have participated in the SDV-PHB Pilot; and
- To expand housing choice for SPP households.

C.3 SCOPE OF PROGRAM

1.0 DEFINITIONS

1.1 In this Schedule, capitalized terms have the meaning given to them in Schedule “A” and the following terms have the following meanings:

“**Adjusted Family Net Income**” has the meaning given to it under the Program Guidelines.

“Applicant” means a household that the Service Manager confirms as qualifying under the definition of “Eligible SPP Household” as set out in Schedule “A” to this Agreement.

“Application Form” means an application form for the Program in the form provided to the Service Manger by MHO.

“Renewal Form” means an application form to be completed by Program participants in each Benefit Period following the initial Benefit Period in order to continue to receive a Monthly Benefit.

“ServiceOntario” means the part of the Ministry of Government and Consumer Services that is designated under section 1 of O. Reg. 475/07 under the the Ministry of Government Services Act as a service provider organization.

2.0 RESPONSIBILITIES OF MHO

- 2.1 MHO shall be responsible for overall Program policy and shall carry out the Program as set out in the Program Guidelines and Schedule “G”.
- 2.2 MHO shall be responsible for obtaining the services to be provided by MOF to assist with Program administration.

3.0 RESPONSIBILITIES OF THE SERVICE MANAGER

- 3.1 During the term of the Agreement, the Service Manager will:
 - (a) comply with, administer and deliver the Program in accordance with this Agreement, including the Program Guidelines;
 - (b) provide information about the Program, including Program requirements under the Program Guidelines, and distribute initial Application Forms to:
 - (i) households on their social housing waiting list that have been included in the special priority household category under O. Reg. 367/11 under the HSA; and
 - (ii) households that are participating in the SDV-PHB Pilot.
 - (c) ensure that all Applicants comply with the criteria set out in the definition of “Eligible SPP Household”;
 - (d) assist Applicants with filling out their Application Forms for the initial Benefit Period;
 - (e) if requested by Applicants, collect and send completed Application Forms to MOF for processing for the initial Benefit Period;
 - (f) with the exception of Interim Participants, ensure that all Eligible SPP Households who are on their social housing waiting list consent to being

removed from and are removed from the list if the household is approved for and begins to receive a Monthly Benefit;

- (g) provide funding for first and last months' rent calculated in accordance with Schedule "F" to Eligible SPP Households that:
 - (i) are approved by MOF for a Monthly Benefit;
 - (ii) are approved by the Service Manager for a contribution towards first and last months' rent based on demonstrated need; and
 - (iii) were not participants under the SDV-PHB Pilot;
- (h) for Applicants entering the Program who have not filed income tax return(s); whose most recent income tax return(s) do not reflect the household's current financial circumstances,
 - (i) calculate the household's Adjusted Family Net Income,
 - (ii) facilitate an income tax verification exemption for the Applicant, and
 - (iii) verify each household member's net income using the best available information,

all as required under the Program Guidelines;

- (i) promptly communicate the results of any calculation and verification under clause (h) to MOF;
- (j) inform all participating Eligible SPP Households that they must complete a Renewal Form prior to each annual review, file all required income tax returns each year by April 30, and qualify to continue to receive a Monthly Benefit each year in accordance with the Program Guidelines;
- (k) inform all participating Eligible SPP Households of the ongoing eligibility criteria under the Program Guidelines;
- (l) inform all participating Eligible SPP Households that they must provide ServiceOntario with notice of the following within 30 days of the date on which they occur:
 - (i) any permanent change in household composition;
 - (ii) any change of address;
 - (iii) if a member of household begins to receive or stops receiving assistance under the Ontario Works Act, 1997 or the Ontario Disability Support Program Act, 1997,
 - (iv) any acceptance of a rent-geared-to-income unit;

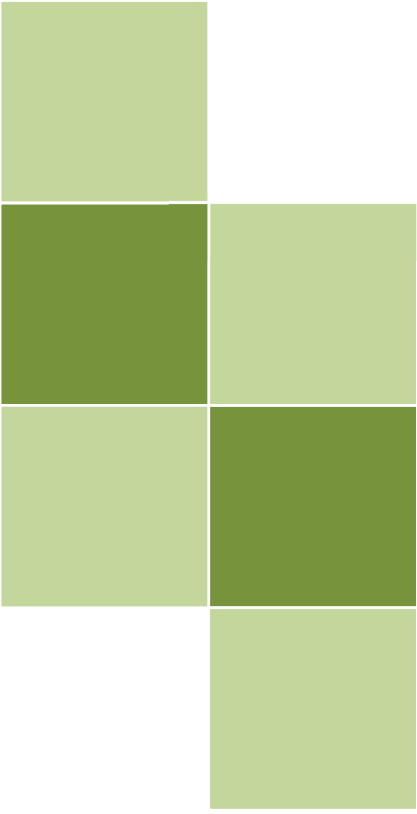
- (v) any acceptance of another government funded housing benefit;
 - (vi) any failure to dispose of a home suitable for year-round occupancy (within or outside Ontario) in accordance with the Program Guidelines;
 - (vii) any acceptance of basic income under the Ontario Basic Income Pilot;
 - (viii) ceasing to be a renter household.
- (m) inform all participating Eligible SPP Households that they must provide ServiceOntario with notice of any request for an in-year reassessment;
 - (n) assist MHO and MOF with the development of Program materials, such as application forms, letters and communication materials;
 - (o) complete and distribute T5007 tax forms (Statement of Benefits) to participants who received first and last month's rent assistance; and,
 - (p) participate in the Program evaluation as directed by MHO.

4.0 USE OF FUNDS

4.1 The Service Manager shall use the Funds solely as follows:

- (a) All Funds provided for first and last month's rent must be used to reimburse the Service Manager for funds paid to an Eligible SPP Household that:
 - (i) is approved by MOF for a Monthly Benefit;
 - (ii) is approved by the Service Manager for a contribution towards first and last months' rent based on demonstrated need; and
 - (iii) was not a participant under the SDV-PHB Pilot;
- (b) All Funds provided for administration costs must be used to offset Program administration costs.

SCHEDULE "D"
PROGRAM GUIDELINES
SEE ATTACHED



Portable Housing Benefit - Special Priority Policy (PHB-SPP)

Program Guidelines



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LIST OF ACRONYMS

- AFNI – adjusted family net income
- AMR – Average Market Rent
- CMHC – Canada Mortgage and Housing Corporation
- CRA – Canada Revenue Agency
- LTAHS – Long-Term Affordable Housing Strategy
- MCSS – Ministry of Community and Social Services
- MHO – Ministry of Housing
- MOF – Ministry of Finance
- PHB – portable housing benefit
- PHB Framework – Portable Housing Benefit Framework
- PHB-SPP – Portable Housing Benefit - Special Priority Policy
- RGI – rent-gearred-to-income
- SPP – Special Priority Policy
- SDV-PHB – Survivors of Domestic Violence - Portable Housing Benefit

HIGHLIGHTS

Ontario is launching the Portable Housing Benefit - Special Priority Policy program to provide rental assistance to households who qualify for the Special Priority Policy category prescribed in Ontario Regulation 367/11 under the *Housing Services Act, 2011*.

Eligible applicants who would prefer to live in private rental housing rather than wait for social housing are able to apply for monthly portable housing benefit payments under this program. Eligible applicants may also receive funds directly from Service Managers for first and last month's rent.

Monthly payments to participants are calculated based on household income, as reported on households' latest Canada Revenue Agency notice(s) of assessment, or as verified by Service Managers in certain circumstances. The Ministry of Finance will pay the benefit to participants each month, recalculate the benefit as required, and verify continued eligibility annually.

As the monthly housing benefit is fully portable within Ontario, participants will continue receiving a benefit if they move to a rental unit in another Service Manager area.

Service Managers will help deliver this program by providing program information to eligible applicants and supporting the application process. Service Managers will receive an administration payment for each application approved for their service area and will be reimbursed for funding provided to eligible applicants for first and last month's rent.

INTRODUCTION

The 2017 Ontario Budget announced the province will invest \$30 million over the next three years in the Portable Housing Benefit - Special Priority Policy (PHB-SPP) program to eventually support up to 3,000 survivors of domestic violence and provide them with the flexibility to choose where they want to live. This ongoing program was announced on November 28, 2017.

A portable housing benefit (PHB) is a monthly subsidy (housing allowance) provided to a low-income household to assist with housing costs. Unlike other forms of housing assistance, the benefit is tied to the household and not a physical housing unit, allowing the benefit to move with the household to any Service Manager area in Ontario. As a result, recipients will have more flexibility to choose where they live to be closer to family, social support networks, schools and employment opportunities.

The PHB-SPP program will provide households who qualify for the Special Priority Policy (SPP) category prescribed in Ontario Regulation 367/11 under the *Housing Services Act, 2011* with an additional option to meet their housing needs while also alleviating pressure on the broader social housing system. This program will provide these households with the option to receive a PHB to help them obtain or retain housing, rather than staying in shelters or other precarious housing situations until a social housing unit becomes available. Households who are approved to receive benefits under this program will not remain on the social housing waiting list of their local Service Manager, with the exception of certain households transitioning from the Survivors of Domestic Violence - Portable Housing Benefit (SDV-PHB) Pilot program.

Scope of the Guidelines

These guidelines form part of the PHB-SPP Transfer Payment Agreements between the province and Service Managers. They provide a framework for the PHB-SPP program and are designed to assist Service Managers with their administration of the program in their local communities.

The Ministry of Housing (MHO) recognizes that changes to the program design may be necessary in the future; as such, the guidelines may be updated as needed, and any updates will be communicated to Service Managers.

Provincial Context

The province has undertaken a number of related strategic initiatives to tackle the challenges of housing and homelessness. The PHB-SPP program complements the government's efforts to improve responses to households experiencing violence, such as:

- "It's Never Okay: An Action Plan to Stop Sexual Violence and Harassment";
- "Walking Together: Ontario's Long-Term Strategy to End Violence Against Indigenous Women";
- and
- Ontario's Strategy to End Human Trafficking.

The PHB-SPP program is informed by the following initiatives:

1. Special Priority Policy (SPP)

The SPP provides priority access to social housing for eligible households leaving abusive situations, including survivors of domestic violence and survivors of human trafficking. The policy is intended to

ensure that housing is not an inhibiting factor for a household to leave an abusive situation in circumstances where they cannot afford private market accommodation.

As set out in Ontario Regulation 367/11 of the *Housing Services Act, 2011*, Service Managers are required to provide households eligible for the SPP category priority placement on the centralized waiting list for rent-geared-to-income (RGI) assistance above all other applicants.

Recently, amendments were made to the SPP to expand the policy to include survivors of human trafficking, improve the application process for households, and better ensure the policy is culturally inclusive to Indigenous groups and reflective of the complex cycle of abuse experienced by some households.

Aligning with the roll-out of the PHB-SPP program, all Service Managers were required to comply with the SPP regulatory amendments by April 1, 2018.

2. Long-Term Affordable Housing Strategy (LTAHS) Update

In March 2016, the province released the LTAHS Update, which reflects new research and best practices that support Ontario's transformation towards a better housing system, including the design and administration of this program.

The LTAHS Update is guided by an updated vision:

Every person has an affordable, suitable and adequate home to provide the foundation to secure employment, raise a family and build strong communities.

The vision is associated with two overarching outcomes:

- Decreasing the number of people who are homeless; and
- Increasing the number of families and individuals achieving housing stability.

As part of the updated LTAHS, Ontario committed to developing a framework for a PHB. Traditionally, Ontarians in need of housing assistance have relied primarily on receiving RGI assistance and been required to live in specific housing units to receive this assistance.

The Portable Housing Benefit Framework (PHB Framework or "the Framework") – which is now reflected in regulation under the *Housing Services Act, 2011* – creates the opportunity for Service Managers to use a PHB as an alternative means towards meeting their service level standards if it is delivered in accordance with the regulation.

A PHB provides a monthly subsidy to low-to-moderate income households to assist with housing costs. Unlike RGI assistance, a PHB is tied to an applicant instead of a physical housing unit.

A PHB has multiple benefits for recipients:

- It gives people on a social housing waiting list a potential option to receive a housing benefit that would give them more flexibility and choice about where they live, so they could choose to live closer to employment, child care, schools or family.
- It may help applicants who like where they are living but face affordability challenges to remain where they live.
- Relative to the RGI calculation, the PHB calculation is simplified and reassessed annually using income tax information; by moving to an annual benefit calculation, recipients have an

incentive to earn income as they do not experience an increase in rent with every change in income.

The PHB Framework also provides Service Managers with the opportunity to create more vibrant mixed-income communities due to a greater ability to diversify their housing options.

The LTAHS Update also included priority investments into the province's housing and homelessness systems, including a two-year PHB pilot program for households eligible for the SPP category (SDV-PHB Pilot program).

3. SDV-PHB Pilot Program (2016-2018)

In September 2016, MHO launched the SDV-PHB Pilot program in 22 Service Manager areas. Similar to the PHB-SPP program, eligibility to participate in the Pilot was first determined by whether a household qualified for the SPP category. If households were included in the SPP category, applied and agreed to participate in the SDV-PHB Pilot, they were provided with an alternative form of housing assistance through a PHB. The purpose of the Pilot program was to explore how the benefit could address issues of lengthy wait times, lack of choice, and pressures related to social housing waiting lists among some Service Managers.

Service Managers had the flexibility under the Pilot program to design their own local PHB programs for eligible applicants. These flexibilities included determining PHB amounts as well as the option to offer additional funds for first and last month's rent.

Key findings and lessons learned from the Pilot program highlighted the significant and immediate positive impact it had on the ability of households to quickly find safe, stable and affordable housing, and the strong support of participants to recommend the program to other households.

An important element in the success of the Pilot program was the fact that Service Managers worked very closely with third-party service providers in their areas, such as Violence Against Women support providers and homeless shelters. These agencies provide support services and refer applicants to Service Managers for assistance. The Ministry of Community and Social Services (MCSS) has continued to work closely with the Violence Against Women sector and helped promote the program to that sector through its network of regional offices and the Violence Against Women Stakeholder Advisory Group.

Based on the experience gained in the Pilot program, Service Managers are encouraged to continue working closely with the Violence Against Women sector, and MHO and MCSS regional offices, to promote the expanded PHB-SPP program and ongoing supports available to applicants applying for the SPP category.

PROGRAM DESCRIPTION

Objectives

The PHB-SPP program has three objectives:

- To provide households who qualify for the SPP category with housing support;
- To decrease wait times for housing assistance; and
- To expand housing choice for households who are eligible for the SPP category.

Outcomes

The PHB-SPP program will deliver outcomes to recipients over the immediate, short, intermediate and long term, including:

- Receiving housing assistance more quickly than households in the SPP category who are waiting for RGI assistance;
- Having more choice of suitable housing (e.g., housing type, quality, location);
- Having a reduced rent burden (lower percentage of income spent on shelter costs);
- Being less likely to return to an emergency shelter;
- Experiencing improved household financial well-being; and
- Having improved quality of life.

MHO will develop and use an evaluation framework to assess the effectiveness of the program.

Funding

Subject to annual budget approvals, the province is committed to providing stable, ongoing funding for the program. Up to \$10 million in 2018-19 and up to \$15 million in 2019-20 is available for eligible applicants approved for the program, including households participating in the SDV-PHB Pilot program on March 31, 2018. Due to the PHB-SPP program budget, the ministry cannot guarantee funding of all eligible applicants.

Service Managers will provide eligible households with the option to apply for the PHB-SPP program to help them obtain or retain housing rather than wait for a social housing unit to become available. Households across the province who qualify for the SPP category, apply for the program, and are approved will be provided with a monthly subsidy to assist with the costs of renting a unit of their choosing in the private market.

Service Managers will not receive annual funding allocations. All Service Managers are eligible to receive funding from MHO on a quarterly basis:

- Towards administration costs related to supporting the program; and
- To be reimbursed for first and last month's rent assistance provided to applicants who are approved for the program, as appropriate.

Service Managers will receive a one-time administration payment of \$250 for each application from their service area that is approved for the program. Administration payments will be made quarterly based on the number of eligible applicants approved for the program in each service area, as reported by the Ministry of Finance (MOF) through an online portal.

Details related to Service Managers providing approved applicants with funding for first and last month's rent are included in the "First and Last Month's Rent" section on page 16.

In order to receive funding, Service Managers are required to sign a Transfer Payment Agreement with MHO and MOF that sets out the roles and responsibilities of the parties and the accountability framework for the program, including the terms for funding and reporting requirements. Funding is conditional upon MHO receiving the required quarterly reports from Service Managers. For more information, see the "Transfer Payment Agreements" section on page 19.

Timeframe

Service Managers delivering the SDV-PHB Pilot program will continue making monthly payments until June 30, 2018, and are responsible for helping Pilot participants transition into the PHB-SPP program. MOF begins payments to PHB-SPP program recipients, including households who have transitioned from the SDV-PHB Pilot, in July 2018.

Eligibility Criteria: Applicants

Applicants who are not participating in the SDV-PHB Pilot program must meet the following criteria to be eligible to begin receiving a PHB-SPP benefit:

- Reside in Ontario;
- Be on a social housing waiting list and eligible for the SPP category set out in Ontario Regulation 367/11 under the *Housing Services Act, 2011*;
- Be a renter household or fleeing an abusive situation;
- Not be in receipt of, or part of a household in receipt of, RGI assistance, a PHB-SPP benefit, or any other government-funded housing benefit, with the exception of social assistance shelter payments; and
- Consent to being removed from the social housing waiting list of the Service Manager that designated the household under the SPP, once a PHB-SPP benefit is received.

Note: For the purpose of this program, household members include the applicant; applicant's spouse or partner (if applicable) and any dependents who reside in the household. If an applicant is sharing his or her household with an individual that is not a household member as defined above (e.g., friend or roommate), the individual is not included as a household member.

All households participating in the SDV-PHB Pilot program as of March 31, 2018 are eligible to apply to receive assistance under the PHB-SPP program. See the "SDV-PHB Pilot Program (2016-2018) Recipients" section on page 10 for information on the application process for Pilot participants.

No member of a household receiving a PHB-SPP benefit may receive, or be part of a household that receives, RGI assistance, more than one PHB-SPP benefit, or another government-funded housing benefit (e.g., housing allowance under the Investment in Affordable Housing program) at the same time, with the exception of social assistance shelter payments.

Service Managers may provide Community Homelessness Prevention Initiative funding to recipients of the PHB-SPP program who need emergency assistance, since that assistance is not intended to be ongoing.

A household receiving a PHB-SPP benefit may reside in a unit that received assistance under a government program (e.g., the Canada-Ontario Affordable Housing Program), where that assistance was attached to the unit and not the household members.

All eligibility criteria will be clearly listed on the application form provided to program applicants.

In addition to the eligibility criteria outlined, participation of new eligible applicants in the program each year is on a first-come, first-served basis, and is subject to annual provincial budget approvals.

IMPORTANT NOTE:

As set out in paragraphs 3 and 4 of section 60 of Ontario Regulation 367/11 under the *Housing Services Act, 2011*, when reviewing RGI eligibility, Service Managers are prohibited from requesting information or documents with respect to a household that was included in the SPP category when the household began to receive RGI assistance if a member of the household believes that he or she or any member of the household will be at risk of abuse if they obtain the information or documents.

This rule also applies when a household is initially applying for a benefit under this program. It could affect obtaining information needed to file taxes or information related to changes in income, which if not accessible by any other means, may require interaction with the abusing individual or the individual engaged in trafficking and put a person at risk of further abuse. In such a case, income would be calculated by the Service Manager based on the best available information. See the "Exemption from Automated Income Verification" section on page 16 for details on this process.

Eligibility Criteria: Ongoing

Annually each Spring, households receiving monthly program benefits must complete an annual renewal form to confirm their ongoing eligibility and to update MOF of any changes to household composition, address and other relevant information.

By the time of the **first renewal**, and each year thereafter, household members must meet the following criteria annually to remain eligible for the program:

- Reside in Ontario;
- Be a renter household; and
- Not be in receipt of, or part of a household in receipt of, RGI assistance, more than one PHB-SPP benefit, or any other government-funded housing benefit, with the exception of social assistance shelter payments.

Recipients who do not confirm their eligibility by submitting an annual renewal form within 120 days of the annual renewal deadline will no longer be eligible for the PHB-SPP program.

In addition to the above criteria, all household members must meet the following criterion by the time of the **second renewal**, and each year thereafter, to remain eligible for the program:

- Do not own a home suitable for year-round occupancy (within or outside Ontario).

By the time of the second renewal, all members of the household with a legal or beneficial interest in a residence (either in or outside Ontario) that is suitable for year-round occupancy must divest (i.e. sell)

their interest and notify MOF in writing, or be ineligible to be included in the household, except in extenuating circumstances.

Households receiving a nil benefit payment for 24 consecutive months will lose their eligibility under the program, receive a notice of their ineligible status, and exit the program.

Portability

The PHB-SPP benefit is fully portable across Ontario. Participants can continue to receive a monthly benefit when they move to a rental unit in another Service Manager area. When a participant moves to a different Service Manager area, the amount of the monthly benefit may change, based on the new Average Market Rent (AMR) for the corresponding size of unit in the new community. See the “In-Year Changes” section on page 16 for more information.

PROGRAM DELIVERY

MHO has overall responsibility for the policy and oversight of the PHB-SPP program; Service Managers provide program information to eligible households and support the application process; MOF processes applications for the PHB-SPP program, monthly benefit payments and ongoing eligibility; and ServiceOntario operates the program's Information Centre (call centre). For a full list of activities and responsibilities, see the "Roles and Responsibilities" section on page 20.

Benefits under the PHB-SPP program will be delivered consistent with, but with appropriate modifications to, the PHB Framework set out in Schedule 4.1 of Ontario Regulation 367/11 under the *Housing Services Act, 2011*.

Delivering the program consistent with the PHB Framework, with necessary modifications to accommodate this program's design, will provide a number of benefits, including:

- Ensuring a similar calculation of the benefit across the province and a consistent programmatic approach, while being responsive to local conditions;
- Enabling households to retain in-year increases in income; and
- Allowing applicants to live in communities that best suit their needs (e.g., education, child care, employment opportunities, community engagement).

SDV-PHB Pilot Program (2016-2018) Recipients

All households receiving assistance under the SDV-PHB Pilot program are eligible to apply for the PHB-SPP program. Service Managers delivering the SDV-PHB Pilot program should provide applications for the PHB-SPP program to all Pilot participants when they become available in May 2018.

Service Managers that provided Pilot benefits to households through Direct Delivery will continue to provide monthly housing benefits to eligible households between April 1, 2018 and June 30, 2018.

Where Pilot recipients transitioning to the PHB-SPP program have demonstrated to the Service Manager a need to receive additional support to bridge the gap between Pilot benefits typically received at the beginning of the month and the first PHB-SPP benefit payment in late July 2018, Service Managers may provide the recipients with an additional benefit payment. Service Managers should reflect the total assistance they will provide to Pilot households in their Take-Up Plan for the period of April 1, 2018 to June 30 2018.

Households receiving assistance under the Pilot as of March 31, 2018 who apply for the expanded PHB-SPP program may choose to:

- Transition to the ongoing program and be removed from the social housing waiting list of the Service Manager that designated the household under the SPP; or
- Remain on the social housing waiting list in the Service Manager area that designated the household under the SPP and approved their participation in the Pilot until June 30, 2019, or until they accept an offer of RGI assistance, whichever is sooner.

These households will:

- Be eligible to receive monthly assistance until June 30, 2019 in either the amount they received under the Pilot as of March 31, 2018 or the amount calculated for the PHB-SPP benefit, whichever is greater; and

- Not be eligible for first and last month's rent assistance under the PHB-SPP program.

As of July 1, 2019, all former Pilot participants receiving assistance under the PHB-SPP program will have the amount of their monthly assistance calculated in accordance with the PHB-SPP program guidelines.

Application and Annual Renewal Process

1. The Service Manager provides PHB-SPP program information to households it has determined are eligible for the SPP category, including:
 - The criteria for assessing the initial and continued eligibility of an applicant for the PHB-SPP benefit;
 - The method used in calculating the benefit at the time of application, for annual reviews and for in-year reassessments;
 - How RGI assistance would be calculated if the household received an offer of RGI assistance;
 - The effect of the receipt of a PHB-SPP benefit or RGI assistance on social assistance payments that a member of the household is receiving or is entitled to receive under Ontario Works or the Ontario Disability Support Program; and
 - Advising the applicant that they may be contacted by MOF to provide and receive additional information on the benefit.

To support the applicant's informed consent and decision to apply for a PHB-SPP benefit, the Service Manager must include in this communication any support persons that the applicant requests and consents to being involved.

2. The Service Manager provides a PHB-SPP application form to an interested eligible applicant.
3. The Service Manager assists the applicant with the completion of the application form and applicable schedules.
4. The Service Manager will determine household net income and adjusted family net income (AFNI) for applicants, and complete the Schedule 2 (Income Tax Filing Exemption), if:
 - The household has not filed the required income tax return(s) in the previous calendar year; or
 - The most recent income tax return(s) does not reflect the household's current financial circumstances.

See the "Exemption from Automated Income Verification" section on page 16 for details on this process.

5. The applicant (or Service Manager, if requested by the applicant) submits the completed application form to MOF by mail, along with the necessary schedules (e.g., Schedule 1: Additional Income Earners), if applicable, and the Service Manager-completed Schedule 2 (Income Tax Filing Exemption), if applicable. The application form includes written consent permitting the CRA to disclose taxpayer information to MOF for the purpose of administering the PHB-SPP program, and for the applicant to be contacted at a later date as part of a program evaluation.

6. MOF processes the application and verifies the application is complete. If the application is not complete, MOF follows up with the applicant, or the Service Manager where necessary, to request additional information.
7. MOF reviews completed applications and confirms eligibility based on the criteria set out in these guidelines and availability of funding.
 - If eligible, MOF calculates the benefit amount either based on the Service Manager calculation of net income and AFNI or its own determination, verifies income where the Service Manager has not done so, and provides the applicant with a Notice of Entitlement.
 - If ineligible, MOF informs the applicant and Service Manager of the ineligibility determination and answers applicant enquiries.

ServiceOntario handles initial enquiries from applicants regarding the application form, with MOF following up as necessary.

8. MOF begins making monthly payments to participants according to the Notice of Eligibility. With respect to how long a client would have to wait before their first monthly payment is received, MOF will make every effort to ensure that applications received by the relevant monthly cut-off date are processed for the upcoming payment date. In the event of incomplete information on an application or information that is inconsistent with CRA, the processing time may be delayed.
9. When MOF approves an applicant for the PHB-SPP program, the Service Manager provides first and last month's rent to the applicant (as appropriate), and removes the applicant from its social housing waiting list (as necessary).
10. Each Spring, MOF provides program participants with an annual renewal form. Households complete and submit the annual renewal form by the deadline included in the form to confirm they comply with ongoing eligibility requirements and inform of any changes (e.g., household composition, address).
11. Annually by April 30, participants must submit a federal income tax return to the CRA to enable MOF to calculate the monthly benefit based on household income.
12. Based on the updated calculation of the household's monthly benefit, MOF provides participants with a Notice of Entitlement including the benefit amount and proceeds to make monthly payments by direct deposit. Payments will be made by direct deposit only, except for extenuating circumstances.

Participants may contact the ServiceOntario Information Centre for more information on the calculation of the monthly benefit, or to request a redetermination of their benefit amount based on changes to the information submitted to MOF with the annual renewal form.

Service Level Standards

Applicants assisted under the program do not count towards meeting Service Managers' service level standards. Service level standards identify the minimum number of low income households required to receive RGI assistance (or approved alternative assistance) in Service Manager areas, as set out in the *Housing Services Act, 2011*.

PAYMENTS TO APPLICANTS

MOF provides benefit payments by direct deposit each month to the individual who applied for the benefit on behalf of the household and signed the application form. Alternatively, the applicant can choose to have the funds deposited directly to a landlord by submitting a Schedule 6 form (Landlord Consent to Receive Payment). Payments will be made by direct deposit only, except for extenuating circumstances.

Service Managers provide payments directly to applicants for first and last month's rent in accordance with the program guidelines and as outlined in the "First and Last Month's Rent" section on page 16.

Calculation of Portable Housing Benefit

The benefit is calculated using a formula that is generally consistent with Schedule 4.1 of Ontario Regulation 367/11 under the *Housing Services Act, 2011*. The formula includes AMR and adjusted family net income (AFNI).

$$\text{Monthly Portable Housing Benefit} = (\text{AMR} \times 80\%) - \left[\frac{(\text{AFNI} \times 30\%)}{12} \right]$$

This formula is responsive to changes in:

- Household income, through the use of AFNI;
- Household composition, through selecting the AMR for the type of housing associated with the family composition; and
- Local housing markets, through the use of local AMR.

For information on the benefit calculation for social assistance recipients, see the "Interaction with Social Assistance" section on page 15.

Average Market Rent (AMR)

The amount of a PHB is based on the difference between 80 per cent of the Canada Mortgage and Housing Corporation (CMHC) AMR for an appropriately sized rental unit, based on household composition, and 30 per cent of annual household AFNI divided by 12. AMR is defined as the average expense of market rent in the relevant service area, as provided by CMHC to MHO based on CMHC's annual rental survey. AMR is a standard measure used in other housing programs and MHO updates AMR information on its website annually.

The PHB-SPP program only uses AMRs for unit sizes of one bedroom, two bedrooms and three bedrooms. Recipients will receive a monthly benefit based on a calculation using a unit size no smaller than one bedroom and no larger than three bedrooms. Households requiring more than three bedrooms will receive a benefit based on a calculation using AMR for three bedrooms.

MOF will use a uniform set of occupancy standards to calculate the amount of a monthly benefit based on the appropriate unit size for each eligible household, as follows:

- Spouses/partners will be designated one bedroom; and
- Every other person in the household will be designated a separate bedroom.

Households may reside in any size of accommodation they choose, regardless of the number of bedrooms determined by the occupancy standards.

Adjusted Family Net Income (AFNI)

The AFNI of a household is based on the income of each member of the household who is at least 17 years old, excluding those who are in full-time attendance at a recognized educational institution. Benefits received under this program are exempted as income for the purpose of calculating the monthly PHB-SPP benefit.

When an applicant applies to the program, household net income and AFNI will be determined by MOF if the relevant tax information is available for each household member whose income is to be included in the calculation. Household net income and AFNI will be determined by the Service Manager for new applicants if:

- The household has not filed the required income tax return(s) in the previous calendar year; or
- The most recent income tax return(s) does not reflect the household's current financial circumstances.

Where the relevant tax information is available for each household member whose income is to be included in the calculation, household net income is determined by MOF using the latest annual CRA notice(s) of assessment. MOF will use the net income for relevant household members indicated on line 236 of the latest notice(s) of assessment issued under the *Income Tax Act* (Canada) for the most recent taxation year that ended before the application is considered, adjusted as follows, or if no notice of assessment has been issued, the amount that would appear on that line had the notice of assessment been issued, adjusted as follows:

- By subtracting from that amount any payments from a registered disability savings plan received by the member in that taxation year and any payment of a PHB received by the member in that taxation year; and
- By adding to that amount any payments from a registered disability savings plan repaid by the member in that taxation year.

Where the Service Manager is determining household net income and AFNI of new applicants for the reasons outlined above, the net income of each household member whose income is to be included in the calculation is determined by the Service Manager using:

- The best information available; and
- The amount that best approximates each member's net income adjusted as outlined above and based on the Service Manager's projections of income and deductions for the 12-month period beginning on the first day of the month following the month in which the application is considered.

The Service Manager provides the calculated amount on Schedule 2 (Income Tax Filing Exemption) of the application.

The maximum monthly benefit payable is 80 per cent of AMR less \$85. The minimum monthly benefit payable is \$10. Any monthly benefit calculated as an amount less than \$10 will be considered a nil (\$0) payment.

During each annual review, the benefit is calculated by MOF using the latest household notice(s) of assessment for the most recent taxation year, as indicated above. However, households with significant decreases in income or other changes (e.g., changes to household composition) may require an in-year reassessment, as outlined in the “In-Year Changes” section on page 16.

Using AFNI to define income is consistent with other modern forms of assistance, such as the Ontario Child Benefit.

Interaction with Social Assistance

Under Ontario Works and the Ontario Disability Support Program, recipients receive a shelter allowance as a portion of their monthly entitlement up to a maximum amount based on actual shelter costs and household size. Social assistance recipients are eligible to receive the maximum shelter amount if their shelter costs exceed the maximum.

The *Ontario Works Act, 1997* and the *Ontario Disability Support Program Act, 1997* allow for housing benefits to be exempted as income, where approved by the Director of Ontario Works or the Ontario Disability Support Program, up to the difference between actual shelter costs (e.g., rent) and the actual shelter allowance payable (which is capped at maximum shelter costs). This exemption was approved for the SDV-PHB Pilot program.

For social assistance recipients, consistent with the PHB Framework, the same PHB calculation formula applies to determine the maximum benefit amount for a household. The social assistance shelter allowance will be provided in the normal fashion, however the PHB will fill the gap between the social assistance shelter allowance and actual shelter costs, up to the maximum PHB amount.

If actual shelter costs increase or a recipient moves to a unit with higher rent, the PHB amount paid will increase but remain subject to the maximum PHB amount. In addition, if a recipient no longer receives social assistance, the maximum PHB amount will be paid to the household.

As a result, recipients receiving social assistance are required to contact the ServiceOntario Information Centre to report any changes (increases or decreases) in their shelter costs to allow MOF to adjust their PHB-SPP benefit accordingly.

Recipients receiving social assistance do not need to report month-to-month changes in utilities because shelter costs are averaged over a year.

Automated Income Verification

MOF conducts annual Automated Income Verification using CRA income tax information. For instance, for the 2019 to 2020 benefit period (July 1, 2019 to June 30, 2020), 2018 income tax information would be used for Automated Income Verification. As a result, households receiving a PHB-SPP benefit must submit CRA income tax return(s) each year by April 30. Failure to submit the required income tax return(s) may result in a delay in benefit payments.

Exemption from Automated Income Verification

Applicants entering the PHB-SPP program may be exempted from Automated Income Verification for their initial benefit calculation where:

- The household has not filed the required income tax return(s) in the previous calendar year; or
- The most recent income tax return(s) does not reflect the household's current financial circumstances.

In this situation, Service Managers will manually calculate and verify household net income and AFNI, as outlined in the "Adjusted Family Net Income (AFNI)" sub-section of the "Calculation of Portable Housing Benefit" section that begins on page 13.

If information is not available for an initial benefit calculation because a member of the household believes that he or she or any member of the household will be at risk of abuse if the information is obtained, the Service Manager will calculate and verify household net income and AFNI based on the best available information. See the "Important Note" in the "Eligibility Criteria: Applicants" section that begins on page 7 for more information.

During that year of exemption, household members will be required to submit annual income tax returns to the CRA by April 30. Households who were initially exempt will be required to have Automated Income Verification based on their annual notice(s) of assessment going forward.

First and Last Month's Rent

For applicants approved for the program by MOF, Service Managers may provide funding directly for first and last month's rent, where the applicant has demonstrated to the Service Manager a need to receive the payment. Where Service Managers have a method for determining household need under the Community Homelessness Prevention Initiative Program, a similar process should be applied.

The amount of first and last month's rent shall not exceed the lesser of:

- Twice the amount of the actual rent paid by the approved household; or
- Twice the amount of 100 per cent of the CMHC AMR for an appropriately sized rental unit, based on household composition.

MHO will flow these funds to Service Managers on a quarterly basis retroactively, in accordance with Service Manager quarterly reports.

In-Year Changes

As indicated on the application form, participants must report any changes in personal information (e.g., household composition, address) as soon as possible to the ServiceOntario Information Centre. Subject to the following, recipients are not required to report an increase in income during the year or undergo a reassessment of the monthly benefit due to an increase in income.

MOF will perform an in-year reassessment of recipient eligibility and/or monthly benefits under the following circumstances:

- A recipient contacts the ServiceOntario Information Centre to request a reassessment due to a significant decrease of at least 20 per cent in household income (limited to one in-year reassessment each year).

- A recipient contacts the ServiceOntario Information Centre to advise of a move to a different Service Manager area (this may affect AMR and therefore the monthly benefit received).
- A recipient contacts the ServiceOntario Information Centre to advise of a permanent change to household composition.
- A recipient contacts the ServiceOntario Information Centre to advise that they have started or stopped receiving assistance under the *Ontario Works Act, 1997* or the *Ontario Disability Support Program Act, 1997*.
- A recipient who is receiving social assistance contacts the ServiceOntario Information Centre to advise of a change (increase or decrease) in shelter costs.
- A Service Manager or recipient advises the ServiceOntario Information Centre that they have ceased to be eligible on certain grounds for continued eligibility (e.g., the recipient is receiving another government-funded housing benefit).

When performing an in-year review, MOF will request the necessary information from the recipient to reassess eligibility and/or recalculate the monthly benefit, as appropriate.

Where an in-year reassessment results in a change in a PHB-SPP benefit, the change will be processed at the time of the in-year reassessment.

As noted, recipients may request only one in-year reassessment between annual reviews due to a significant decrease of at least 20 per cent in household income. Where a recipient has requested an in-year reassessment due to a decrease in household income, net income and AFNI is determined by MOF using the amount that best approximates the household's income, calculated and adjusted as outlined in the "Adjusted Family Net Income (AFNI)" sub-section of the "Calculation of Portable Housing Benefit" section that begins on page 13. The calculation is based on MOF's projections of income and deductions for the 12-month period beginning on the first day of the month following the month in which the review is considered.

Monthly Payments

When MOF receives a completed application form or annual renewal form by the relevant monthly cut-off date or the annual renewal deadline, payment is processed on a go-forward basis according to the effective start date in the Notice of Eligibility for new applicants or the first payment date of the next benefit period for existing recipients.

If an application form is not submitted by the monthly cut-off date or is incomplete, new applicants will be paid retroactively from the effective start date in the Notice of Eligibility, not the application date, once all required information has been submitted.

If an annual renewal form is not submitted by the annual renewal deadline or is incomplete, recipients will be paid retroactively from the beginning of the new benefit year once all required information has been submitted.

Existing recipients who do not confirm their ongoing eligibility by submitting an annual renewal form within 120 days of the annual renewal deadline will no longer be eligible for the PHB-SPP program, as outlined in the "Eligibility Criteria: Ongoing" section on page 8.

If a household is absent from Ontario for more than 60 consecutive days, the household's PHB-SPP benefit may be suspended.

Direct Deposit

All applicants, including those who are transferring from other programs, must submit direct deposit information with their applications, such as void cheques or direct deposit forms from their bank. MOF uses this information to set up monthly payments to applicants. Payments will be made by direct deposit only, except for extenuating circumstances.

T5007 Tax Forms

MOF is required to issue a T5007 tax form, known as a Statement of Benefits, to all program participants by the end of February each year. The forms report PHB-SPP monthly benefits provided to recipients as income for tax purposes. MOF issues T5007 forms to participants even in cases where payments are made directly to landlords. Benefits received under this program are exempted as income for the purpose of calculating the monthly PHB-SPP benefit.

Service Managers are required to issue T5007 tax forms to participants for first and last month's rent payments delivered directly to households. In addition, Service Managers will issue T5007 tax forms for any monthly benefits provided to SDV-PHB Pilot households between April 1, 2018 and June 30, 2018.

ACCOUNTABILITY AND REPORTING

The province places a high degree of importance on accountability for its actions, decisions and policies with regard to the use of public funds for programs and services. The government has an obligation to demonstrate value for money and ensure that funds have been spent appropriately and in a timely manner. Accordingly, Service Managers must submit the following as accountability mechanisms for the PHB-SPP program:

- Transfer Payment Agreement with MHO and MOF;
- Quarterly Reports; and
- French Language Services Reports.

Service Managers will submit quarterly reports and French Language Services Reports as described in the respective sections of the PHB-SPP Transfer Payment Agreement.

Service Managers are required to use the Grants Ontario System to submit PHB-SPP reports. For assistance or questions regarding the Grants Ontario System, please contact the Grants Ontario – AIMS Support Desk at AIMSupport@ontario.ca or by telephone at 416-585-7070 or 1-866-417-5399 (toll-free).

Memoranda of Understanding

Three memoranda of understanding govern the PHB-SPP program:

- **MHO and MOF Memorandum of Understanding:** Sets out the responsibilities of the two ministries in relation to the PHB-SPP program
- **CRA and MOF Memorandum of Understanding:** Enables MOF to obtain household level tax information from the CRA in order to perform Automated Income Verification during eligibility determination and benefit calculation
- **MHO and ServiceOntario Memorandum of Understanding:** Arranges for ServiceOntario to operate the Information Centre to respond to program enquiries from applicants and request required information, as appropriate

Transfer Payment Agreements

Service Managers must enter into a Transfer Payment Agreement with MHO and MOF for the PHB-SPP program. In accordance with the province's Transfer Payment Accountability Directive, the agreements will contain an accountability framework, outline the roles and responsibilities of the parties, and include the terms for funding and reporting requirements. The agreement will set out the role of Service Managers, MHO and MOF in relation to the sharing of household personal information.

Quarterly Reports

Following the execution of Transfer Payment Agreements, Service Managers are required to submit quarterly reports to MHO including actual expenditures and households assisted for the previous quarter. Service Managers will also provide additional information, data and reports as needed by the ministry to report on progress made towards achieving program outcomes.

French Language Services Act Compliance

Service Managers who are located in or servicing an area that is designated under the *French Language Services Act* are required to:

- Ensure services are provided in French; and,
- Make it known to the public (through signs, notices, other information on services, and initiation of communications in French) that services provided to and communications with the public in connection with the PHB-SPP program are available in French.

Services being provided directly to the public by Service Managers, or through the office of a sub-contractor (e.g., local non-profit agency), are required to comply with the *French Language Services Act*.

To demonstrate compliance, Service Managers are required to submit French Language Services Reports to MHO confirming that the requisite French language services are being provided. An initial report must be signed and submitted to MHO at the time of signing the Transfer Payment Agreement, and reports must be submitted annually thereafter by July 15.

Sample French Language Services Report templates are included as part of Transfer Payment Agreements.

Roles and Responsibilities

MHO will undertake the following activities:

- Establish the PHB-SPP Program Guidelines;
- Help Service Managers connect with partner ministries and Violence Against Women support providers;
- Enter into Transfer Payment Agreements with MOF and Service Managers;
- Enter into Memoranda of Understanding with MOF and ServiceOntario;
- Provide program funding to MOF;
- Provide funding for administration costs and first and last month's rent to Service Managers;
- Develop, review and approve quarterly reports; and
- Arrange for ServiceOntario to operate the Information Centre to respond to program enquiries as appropriate.

Service Managers will undertake the following activities:

- Enter into Transfer Payment Agreements with MHO and MOF;
- Explain the program and eligibility criteria to eligible applicants;
- Distribute PHB-SPP program application forms to eligible applicants;
- Ensure interested applicants have been informed of the benefits and risks of the program;
- Ensure interested applicants have consented on the program application to the disclosure of their personal information to MHO, MOF, Ministry of Government and Consumer Services, ServiceOntario, MCSS, CRA, and the Service Manager;
- Collect required information on intake;
- Submit required reports to MHO;
- Provide first and last month's rent payments to eligible applicants as appropriate (to be reimbursed by MHO);

- Complete and distribute T5007 tax forms (Statement of Benefits) to participants for first and last month's rent payments delivered directly to households and for any monthly benefits provided to SDV-PHB Pilot households between April 1, 2018 and June 30, 2018; and
- Calculate and provide applicant income information to MOF at the time of initial application, as required.

MOF will undertake the following activities:

- Enter into Memoranda of Understanding with MHO and CRA;
- Enter into Transfer Payment Agreements with MHO and Service Managers;
- Distribute application forms to Service Managers to be provided to eligible households;
- Receive and process applications, annual renewal forms, and in-year reassessment requests from participating households;
- Follow up with applicants to request information for incomplete applications, renewal forms and in-year assessments, as necessary;
- Determine eligibility for the PHB-SPP program and issue eligibility notices;
- Verify household income and AFNI using CRA tax return information;
- Calculate benefit amounts;
- Reassess eligibility and benefit amounts annually at renewal, in-year due to specific changes (e.g., change in household composition), and up to once per year for in-year reassessments due to a significant decrease in income;
- Issue benefit payments to program participants;
- Manage recovery of overpayments;
- Provide regular updates to MHO and Service Managers through an online portal (e.g., funding expended, the number of households assisted); and
- Complete and distribute T5007 tax forms (Statement of Benefits) annually to recipients to report PHB-SPP monthly benefits as income for tax purposes (in addition to the T5007 tax forms issued by Service Managers for first and last month's rent payments delivered directly to households).

ServiceOntario will undertake the following activities:

- Enter into a Memorandum of Understanding with MHO; and
- Operate the Information Centre to respond to program enquiries.

IMPORTANT DATES

The benefit year for the PHB-SPP program is July 1 to June 30. The PHB-SPP program will be delivered according to the following timelines:

Activity	Date
Program announcement	November 30, 2017
Guidelines and support materials released to Service Managers with MHO teleconference	February – March 2018
Service Managers delivering SDV-PHB Pilot program sign amendments to Pilot funding agreements to extend Service Manager payments to Pilot recipients until June 30, 2018	March – April 2018
Service Managers continue monthly benefit payments to SDV-PHB Pilot recipients	April 1, 2018 – June 30, 2018
MOF continues Shared Delivery payments to SDV-PHB Pilot recipients	April 1, 2018 – June 30, 2018
Transfer Payment Agreements for administration funding and first and last month's rent payments executed by MHO, Service Managers and MOF	May 2018
MOF provides an application form to Service Managers for distribution to eligible households	May 2018
MOF begins receiving applications	May 2018
MOF begins payments to PHB-SPP program recipients, including households who have transitioned from the SDV-PHB Pilot	July 2018 (first monthly payment date is July 28, 2018)
Service Manager Quarterly Reports due to MHO each year (annual deadlines)	Q1 (April to June): July 15 Q2 (July to September): October 15 Q3 (October to December): January 15 Q4 (January to March): March 15
Service Manager French Language Services Reports due to MHO	Initial report submitted at the time of signing the Transfer Payment Agreement and reports submitted annually thereafter by July 15

To obtain further information about the PHB-SPP program, Service Managers are encouraged to contact their respective regional staff contacts at MHO. For information on available support services, contact the respective regional staff contacts at MCSS. Contact information is included in the appendices.

APPENDIX A: MINISTRY OF HOUSING CONTACTS

MUNICIPAL SERVICES OFFICE – CENTRAL

Serving: Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, York

777 Bay Street 13th Floor
Toronto, ON M5G 2E5
General Inquiry: 416-585-6226
Toll Free: 1-800-668-0230
Fax: 416-585-6882

Contact: Ian Russell, Team Lead, Regional Housing Services
Tel: 416-585-6965
Email: ian.russell@ontario.ca

MUNICIPAL SERVICES OFFICE – EASTERN

Serving: Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, Renfrew

8 Estate Lane, Rockwood House
Kingston, ON K7M 9A8
General Inquiry: 613-545-2100
Toll Free: 1-800-267-9438
Fax: 613-548-6822

Contact: Mila Kolokolnikova, Team Lead, Regional Housing Services
Tel: 613-545-2123
Email: mila.kolokolnikova@ontario.ca

MUNICIPAL SERVICES OFFICE – WESTERN

Serving: Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, Windsor

659 Exeter Road, 2nd Floor
London, ON N6E 1L3
General Inquiry: 519-873-4020
Toll Free: 1-800-265-4736
Fax: 519-873-4018

Contact: Cynthia Cabral, Senior Housing/Planning Advisor
Tel: 519-873-4520
Email: cynthia.cabral@ontario.ca

MUNICIPAL SERVICES OFFICE – NORTHERN (SUDBURY)

Serving: Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, Timiskaming

159 Cedar Street, Suite 401
Sudbury, ON P3E 6A5
General Inquiry: 705-564-0120
Toll Free: 1-800-461-1193
Fax: 705-564-6863

Contact: Cindy Couillard, Team Lead, Regional Housing Services
Tel: 705-564-6808
Email: cindy.couillard@ontario.ca

MUNICIPAL SERVICES OFFICE – NORTHERN (THUNDER BAY)

Serving: Kenora, Rainy River, Thunder Bay

435 James Street, Suite 223
Thunder Bay, ON P7E 6S7
General Inquiry: 807-475-1651
Toll Free: 1-800-465-5027
Fax: 807-475-1196

Contact: Peter Boban, Team Lead, Regional Housing Services
Tel: 807-473-3017
Email: peter.boban@ontario.ca

HOUSING PROGRAMS BRANCH – TORONTO

Serving: Toronto

777 Bay Street, 14th Floor
Toronto, ON M5G 2E5
Fax: 416-585-7003

Contact: Walter Battello, Account Manager, Regional Services Delivery Unit
Tel: 416-585-6480
Email: walter.battello@ontario.ca

APPENDIX B: MINISTRY OF COMMUNITY AND SOCIAL SERVICES CONTACTS

CENTRAL REGION

Serving: Dufferin, Halton, Peel, Simcoe, Waterloo, Wellington, York

6733 Mississauga Road, Suite 200
Mississauga, ON L5N 6J5
Tel: (905) 567-7177
Fax: (905) 567-3215
Toll Free: 1-877-832-2818

17310 Yonge Street
Newmarket, ON L3Y 7R8
Tel: (905) 868-8900
TTY: (905) 715-7759
Fax: (905) 895-4330
Toll Free: 1-877-669-6658

EAST REGION

Serving: Cornwall, Durham, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds & Grenville,
Lennox & Addington, Northumberland, Ottawa, Peterborough, Prescott & Russell, Prince
Edward County, Renfrew

347 Preston Street, 3rd Floor
Ottawa, ON K1S 2T7
Tel: (613) 234-1188
Fax: (613) 783-5958
Toll Free: 1-800-267-5111

11 Beechgrove Lane
Kingston, ON K7M 9A6
Tel: (613) 545-0539
Fax: (613) 536-7272
Toll Free: 1-800-646-3209
TTY: (613) 536-7304

WEST REGION

Serving: Brantford, Bruce, Chatham-Kent, Grey, Hamilton, Huron, Lambton, London, Niagara, Norfolk, Oxford, St. Thomas, Stratford, Windsor

217 York Street, Suite 203
P.O. Box 5217
London, ON N6A 5R1
Tel: (519) 438-5111
Fax: (519) 672-9510
Toll Free: 1-800-265-4197
TTY: (519) 663-5276
119 King Street West
Hamilton, ON L8P 4Y7
Tel: (905) 521-7280
Fax: (905) 546-8277
Toll Free: 1-866-221-2229
TTY: (905) 546-8276

NORTH REGION

Serving: Algoma, Cochrane, Kenora, Manitoulin-Sudbury, Nipissing, Parry Sound, Rainy River, Sault Ste. Marie, Sudbury, Thunder Bay, Timiskaming

199 Larch Street
10th Floor, Suite 1002
Sudbury, ON P3E 5P9
Tel: (705) 564-4515
Fax: (705) 564-2163
Toll Free: 1-800-461-1167
TTY: (705) 564-3233

621 Main Street West
North Bay, ON
P1B 2V6
Tel: (705) 474-3540
Fax: (705) 474-5815
Toll Free: 1-800-461-6977
TTY: (705) 474-7665

TORONTO

Serving: Toronto

375 University Avenue, 5th Floor
Toronto, ON M7A 1G1
Tel: (416) 325-0500
Fax: (416) 325-0565
TTY: (416) 325-3600

**SCHEDULE “E”
REPORTING**

SCHE

Name of Report	Due Date
1. Quarterly Report(s): Quarter 1 Report Quarter 2 Report Quarter 3 Report Quarter 4 Report	On July 15 in each Fiscal Year. On October 15 in each Fiscal Year. On January 15 in each Fiscal Year. On March 15 in each Fiscal Year.
2. French Language Services Report	On July 15 in each Fiscal Year.
3. Reports as specified from time to time	On a date or dates specified by MHO.

Report Due Date

The Reporting period is based on the Fiscal Year.

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

Submission of Reports

All Reports are to be submitted through the Grants Ontario System (GOS) unless MHO notifies the Service Manager otherwise. Reports attached to this Schedule are samples of the Reports required under GOS.

Report Details

1. The Quarterly Reports shall be substantially in the form of Appendix “A” and shall be subject to the approval of MHO.

The Quarterly Reports shall set out:

- (a) actual households and the target group of the household approved by MOF under the Program in each completed quarter of each Fiscal Year;
- (b) the amount that the Service Manager paid to Eligible SPP Households for first and last months’ rent in accordance with this Agreement and the Program Guidelines in each completed quarter of the Fiscal Year; and
- (c) confirmation that funding provided for administration costs were spent on administration costs.

Through the Quarterly Report and other Program reports, MHO will obtain information on the performance indicators set out below to demonstrate that the Program objectives set out in the Program Guidelines are being met:

- Number of households approved under the Program;
 - Increased housing affordability of households approved under the Program; and
 - Increased housing stability of households approved under the Program.
2. The French Language Services Report will be in the form of Appendix “B” and shall set out whether the Service Manager has complied with the French Language Services (FLS) requirements of the Agreement.
 3. MHO will specify the timing and content of any other reports as may be necessary.

APPENDIX "A"
QUARTERLY REPORT
SEE ATTACHED.

APPENDIX "B"

FRENCH LANGUAGE SERVICES REPORT

Please complete and submit this Report on an annual basis by July 15th of each year.

Service Manager: _____

Service Manager Address: _____

Service Manager Contact: _____

Name: _____

Number: _____

Email: _____

This report is to confirm that the _____ [Service Manager name] is providing services under the Portable Housing Benefit – Special Priority Policy (PHB-SPP) Program and has an office(s) located in or serving an area designated in the Schedule to the French Language Services Act ("FLSA").

The _____ [Service Manager name] confirms that it is:

- Providing PHB-SPP Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA as described in Schedule A; and,
- Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the PHB-SPP Program are available in French.

I declare that the above information is true and complete.

Service Manager Signature: _____

Name: _____

Title: _____

I have the authority to bind _____ [Service Manager name]

Dated at _____ this _____ day of _____, 20__.

As a Service Manager providing services under the PHB-SPP Program and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the French Language Services Act, please complete the section below. A list of designated areas is attached.

Service Manager Name: _____

Name of Designated Area(s): _____

Description of Services: _____

Please select all items that apply to the services you are providing under the PHB-SPP Program in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other _____ [please specify]

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
Central Region	
Regional Municipality of York	City of Markham (As of July 1, 2018)
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
Eastern Region	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
Western Region	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester
Northeast Region	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
Northwest Region	

Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

**SCHEDULE “F”
PAYMENT PLAN**

SCHE

Payment	Due Date
<p>For administration costs, \$250 for each new Eligible SPP Household that MOF confirms to MHO as participating in the Program and that is reflected as participating in the Program in a Quarterly Report, all to the extent approved by MHO.</p>	<p>Within 30 days of MHO approving the confirmation by MOF and the relevant Quarterly Report.</p>
<p>For each Eligible SPP Household that complies with the criteria set out in clause 4.1(a) of Schedule “C”, the lesser of:</p> <ul style="list-style-type: none"> a) twice the amount of actual rent paid by the household; and b) twice the amount of 80% of the Canada Mortgage and Housing Corporation Average Market Rent for an appropriately sized unit for the household, based on household composition, <p>as reflected as having been paid by the Service Manager but not yet reimbursed in an MHO approved Quarterly Report.</p>	<p>Within 30 days of MHO approving the relevant Quarterly Report.</p>

SCHEDULE "G"

PERSONAL INFORMATION SHARING PROVISIONS

1.0 DEFINITIONS

1.1 In this Schedule, capitalized terms have the meaning given to them in Schedules "A" and "C" and the following terms have the following meanings:

"FOI" means Freedom of Information;

"Party" means MHO, MOF or the Service Manager and "Parties" means all of them;

"PI" means personal information as defined under FIPPA and MFIPPA;

"Records" has the same meaning as that term is defined in FIPPA and MFIPPA.

1.2 For the purposes of Articles 3 and 5 of this Schedule "G", the term "Applicant" shall include each other household member reflected on the Application Form and, for greater certainty, "Application Form" shall include all Schedules thereto; where applicable, "Application Form" shall include a Renewal Form and all schedules thereto.

2.0 FOI REQUESTS, FIPPA, and MFIPPA

2.1 MHO, MOF and the Service Manager acknowledge and agree that:

- (a) Records of Canada Revenue Agency taxpayer information in the custody of MHO and MOF shall not be considered to be within the custody or control of the Service Manager;
- (b) MHO, MOF and the Service Manager shall comply with FIPPA and/or MFIPPA as required and will cooperate in handling each Program related FOI request under FIPPA or MFIPPA that it receives in accordance with the applicable legislation;
- (c) As between MHO and MOF, FIPPA requests shall be addressed as set out in the Memorandum of Understanding between them relating to the Program; and
- (d) Each party will advise the other parties of any Program related breaches of FIPPA or MFIPPA immediately after they occur as set out in sections 4.7 and 4.8.

3.0 PI SHARING

- 3.1 MHO and the Service Manager will provide to MOF only PI that MOF requires for the provision of its services to assist MHO in the administration of the Program. In the case of the Service Manager, this may include completed Application Forms and Applicant income information with respect to which the Applicant(s) has completed and signed the certification and consent area of the Application Form.
- 3.2 MOF will provide to MHO and the Service Manager only PI that is related to an Applicant who has completed and signed the certification and consent area of the Application Form, and that MHO and the Service Manager require for the administration of the Program.
- 3.3 MHO will collect from MOF and the Service Manager only PI that (i) is related to an Applicant who has completed and signed the certification and consent area of the Application Form; (ii) the disclosure of which to MHO is authorized by the certification and consent; and (iii) MHO requires for the administration of the Program.
- 3.4 MHO will provide to the Service Manager only PI that (i) is related to an Applicant who has completed and signed the certification and consent area of the Application, (ii) is authorized by the certification and consent, (iii) the Service Manager requires for the administration of the Program, and (iv) is listed on Appendix "A-1".
- 3.5 MOF will provide to MHO and the Service Manager a list of Applicants that have completed and signed the certification and consent area of the Application Form and may update this list from time to time.
- 3.6 The Service Manager will provide to MHO only PI that (i) is related to the Applicants reflected on the list provided to it under section 2.5, (ii) MHO or MOF require for the administration of the Program and (iii) is listed on Appendix "A-2".
- 3.7 The means of transmitting PI between MHO and the Service Manager will be either bonded courier or encrypted email.
- 3.8 MHO and the Service Manager may provide PI to one another by such other means as may be agreed to by both parties.

4.0 CONFIDENTIALITY AND SECURITY OF PI

- 4.1 The PI collected, used or disclosed under this Agreement is confidential and shall not be shared beyond the Parties to this Agreement.

- 4.2 MHO, MOF and the Service Manager will each take all reasonable measures to ensure the confidentiality and integrity of the PI that it may receive under this Agreement and to safeguard the PI against accidental or unauthorized access, disclosure, use, modification and deletion. All Parties agree to comply with their internal security safeguards to protect PI against loss or theft, as well as unauthorized access, disclosure, copying, use or modification of the format in which it is held or retained.
- 4.3 MHO and MOF each agree that it will follow the guidelines set out in the Office of the Chief Information and Privacy Officer, Ministry of Government and Consumer Services, "Taking the Right Steps - A Guide to Managing Privacy and Privacy Breaches" attached as Appendix "B-1", the OPS Corporate Policy on Protection of Personal Information dated July 25, 2011 attached as Appendix B-2, and each Party's policies and guidelines governing the protection of PI. The Service Manager agrees that it will also, to the extent possible, follow these guidelines even though they are drafted for institutions under FIPPA and not MFIPPA. The Service Manager will also use reasonable efforts to comply with the document entitled "IPC Practices No. 26: Safe and Secure Disposal Procedures for Municipal Institutions" attached as Appendix "B-3".
- 4.4 MHO, MOF and the Service Manager will each store any PI it receives under this Agreement in encrypted files on password-protected computer systems.
- 4.5 MHO, MOF and the Service Manager may store any PI they receive under this Agreement by such other means as may be agreed to by all Parties.
- 4.6 Access to the PI will be limited to persons who need to know the PI for the purposes of administering the Program and who are authorized by an MHO, MOF or Service Manager designated official identified in Appendix "C" to access the PI for the purposes of administering the Program. The parties acknowledge that the persons identified in Appendix "D" have such a need to know and are so authorized. All Parties will put the appropriate procedures in place to ensure that the PI is accessed only by such persons.
- 4.7 MHO, MOF and the Service Manager will immediately give notice to the other of any loss, suspected loss, unauthorized access to or unauthorized use or disclosure of the PI provided under this Agreement. This notice must be provided to the relevant official identified in Appendix "C" and must include:
- (a) a description of the relevant PI;
 - (b) the date on which and the place at which the PI was lost or subject to unauthorized access or disclosure;

- (c) the circumstances surrounding the loss or unauthorized access or disclosure;
- (d) the extent of the known or probable loss, or unauthorized access or disclosure, and the identities of any unauthorized persons who had or are believed to have had access to PI;
- (e) the actions taken or contemplated to remedy the loss or unauthorized access or disclosure; and
- (f) any other relevant details.

MOF and MHO will also provide this notice to their own Freedom of Information and Privacy Co-ordinators. The Service Manager will provide the notice to their own Municipal Freedom of Information and Privacy Co-ordinator. MHO will provide notice to the Information and Privacy Commissioner. The affected Party shall immediately take reasonable steps to prevent the recurrence of any loss or unauthorized use, access or disclosure of the information.

- 4.8 A written follow-up report on an event described above is to be forwarded as soon as possible by MHO, MOF or the Service Manager to the others as applicable. The report will outline the results of any investigation conducted following the initial search and notification. The report shall include the steps taken to prevent the loss from recurring. Follow-up may also include telephone or written communication between MHO, MOF, the Service Manager and the IPC.

5.0 CONDITIONS AND PROCEDURES FOR THE PROVISION OF PI

5.1 In order to maintain the confidentiality of PI, MHO, MOF and the Service Manager agree that:

- (a) prior to requesting or disclosing PI, all Parties will ensure that the Applicant has properly completed and signed the certification and consent area of the Application Form;
- (b) except with respect to the PI referred to in the second sentence of section 3.1, prior to requesting or disclosing PI, all Parties will ensure that the Applicant is reflected on the most current list provided under section 3.5;
- (c) requests by any party for PI from any other party must be made in writing or by email by a designated official of the requesting Party and a designated official must authorize the release of the PI;
- (d) the PI shared will be disclosed and used solely for the purpose of administering the Program; and
- (e) only authorized persons who need to know the PI for the purposes of administering the Program will have access to and use PI obtained under this Agreement.

5.2 MHO, MOF and the Service Manager shall each ensure that the information provided to the other under this Agreement will be as accurate and complete as possible. However, all Parties recognize that complete accuracy cannot be guaranteed and that neither party shall hold the other responsible for incomplete or inaccurate transmission of information.

6.0 RETENTION AND SECURITY

6.1 MHO, MOF and the Service Manager will each retain the PI that it receives from the other for only the minimum period that is legally and administratively required for the Program. MHO, MOF and the Service Manager will destroy the PI at the end of the retention period in accordance with FIPPA and MFIPPA, as applicable, and the best practices and guidelines listed in section 4.3.

6.2 The following principles will govern the physical destruction of the PI:

- (a) record disposal and destruction should be carried out in a way that protects the confidentiality of any information it contains and in accordance with FIPPA and MFIPPA, as applicable, and the best practices and guidelines listed in section 4.3; and

- (b) where a record is authorized for destruction, all copies of it, including security and backup copies, must be destroyed.

7.0 DESIGNATED OFFICIALS

- 7.1 MHO, MOF and Service Manager officials responsible for the overall administration and security of this Schedule are identified in Appendix "C".

8.0 COMPLIANCE LETTER

- 8.1 Upon request, the Service Manager will provide MHO with a letter signed by the designated official of the Service Manager identified under Appendix "C" (i) outlining the Service Manager's protections and procedures relating to the security and confidentiality of the PI related to this Agreement and (ii) confirming that the Service Manager is in compliance with the PI related provisions of this Agreement.

9.0 STATUTORY AUTHORITIES

- 9.1 The statutory authorities for personal information sharing under this Schedule are set out in Appendix "E".

APPENDIX “A”
PERSONAL INFORMATION TO BE EXCHANGED

“A-1”

MHO may provide the following information to the Service Manager:

- Applicant’s First Name and Last Name
- Application Number
- Application Status (e.g. pending, to be determined, ineligible, eligible, etc.)
- Applicable occupancy standards
- Any other personal information related to an Applicant or client to resolve any program related issues (e.g. duplicate application, temporary shelter issues, suspensions, etc.)

“A-2”

The Service Manager may provide the following information to MHO:

- Applicant’s First Name and Last Name
- Application Number
- Whether an Applicant qualifies for the special priority category status and is on a the social housing waiting list or is in the SDV-PHB Pilot
- The amount provided to the Applicant in respect of first and last month’s rent, its method of calculation and the date it was provided
- Any other personal information related to an Applicant or client to resolve any Program related issues (e.g. duplicate application, temporary shelter issues, suspensions, etc.)

APPENDIX “B-1”

**OFFICE OF THE CHIEF INFORMATION AND PRIVACY OFFICER, MINISTRY
OF GOVERNMENT SERVICES, “TAKING THE RIGHT STEPS – A
GUIDE TO MANAGING PRIVACY AND PRIVACY BREACHES”**

SEE ATTACHED



**Information, Privacy & Archives
Ministry of Government and Consumer Services**

Taking the Right Steps – A Guide to Managing Privacy and Privacy Breaches

Revised Document

April 18, 2007



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ABOUT THIS GUIDE

Purpose

The purpose of this Guide is to help institutions under the Freedom of Information and Protection of Privacy Act prevent, prepare for and respond to any incident involving unauthorized disclosure of personal information (i.e., a privacy breach).

The Guide is divided into two parts:

Part 1 places the need to address privacy breaches within the broader context of privacy management. Your ability to address privacy breaches will be enhanced if you have a coordinated program designed to protect personal information. A key objective of this Part is to help you manage privacy breaches by providing guidance on how to prevent and prepare for privacy breaches.

This Part will be of particular interest to Chief Administrative Officers and Delegated Decision-Makers responsible for the protection of privacy within institutions.

Part 2 provides advice on what to do when a breach has occurred. The key objectives of this Part are to help your institution address privacy breaches by:

- increasing awareness of what constitutes a privacy breach;
- creating a standard response process or protocol to enhance consistency of approach across the Ontario Public Service; and
- defining who to notify when a privacy breach has occurred, and providing best practices regarding the timing, method and contents of the notice to the individuals affected by a breach.

This Part will be of particular interest and use to institutions' Freedom of Information and Privacy Coordinators (Coordinators) and Program Managers responsible for responding to privacy breaches.

Context

This Guide does not replace legislative or other requirements or diminish your responsibility for complying with them. It is intended to supplement the following requirements:

- **Freedom of Information and Protection of Privacy Act (FIPPA):** Institutions subject to FIPPA are required to follow the legislation's rules regarding the collection, use, retention, disclosure and disposal of personal information in their custody or control. Of particular relevance to this Guide are the responsibilities FIPPA places on institutions to secure personal information and protect it from unauthorized access or disclosure.
- **Personal Health Information Protection Act (PHIPA):** PHIPA applies to any institution that is a health information custodian and collects, uses and discloses personal health information. Among other obligations, PHIPA requires custodians to take reasonable steps to protect personal health information from theft, loss, unauthorized use, copying, modification, disposal or disclosure. PHIPA also requires custodians to notify individuals at the first reasonable opportunity if their personal health information is stolen, lost, or accessed by unauthorized persons.
- **Corporate Directives and Guidelines:** In addition to the statutory obligations, institutions are required to follow rules related to privacy, information management, information technology, and security defined in corporate directives, and are encouraged to follow best practices outlined in related guidelines.¹

WHAT IS A PRIVACY BREACH?

Definition

For the purposes of this Guide, a privacy breach is defined as an incident involving unauthorized disclosure of personal information in the custody or control of an institution covered by FIPPA. This would include personal information being stolen, lost, or accessed by unauthorized persons.

Examples

Circumstances that could lead to a privacy breach include:

- personal information faxed to a wrong number or mailed to a wrong address or person;

¹ The Ontario Government's directives, guidelines, standards and policies regarding information management and security may be found on the iNetwork Intranet site at: <https://intra.sse.gov.on.ca/inetwork/resourcecentre/Pages/subject.aspx>, and on the Cyber Security Intranet site at: [http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/\(vwReadPagesByRefId_Content\)/sec2006.04.27.13.50.07.NWV_page?open](http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefId_Content)/sec2006.04.27.13.50.07.NWV_page?open).

- loss or theft of equipment containing personal information (e.g., memory sticks, disks, laptops, filing cabinets, photocopiers, fax machines or other devices with memory capabilities);
- disposal of equipment without secure destruction of the personal information it contains;
- use of laptops, disks, memory sticks, briefcases or other equipment to store or transport personal information outside of your office without adequate security measures;
- inappropriate use of electronic devices to transmit personal information (e.g., unsecured personal digital assistants, cell phones, or fax machines);
- intrusions into your buildings, file storage containers, or computer systems and networks;
- insufficient controls to protect personal information; and
- insufficient restrictions on access or editing rights to personal information.

PART 1 – PRIVACY MANAGEMENT

Protection of personal information is a core business function that needs to be effectively managed. Privacy management applies common management principles (e.g., planning, directing, controlling, evaluating) to the personal information collected, used, disclosed, retained and destroyed by institutions. It involves establishing and following disciplined and consistent practices for the management of personal information. To be effective, it also requires leadership and a commitment to privacy protection at all levels of your organization.

An effective privacy management program will:

- **Define Roles and Responsibilities:** The head of an institution is accountable for compliance with FIPPA. In most institutions, some or all of the powers or duties of a head will have been delegated to an officer or officers (e.g., Delegated Decision-Makers and Coordinators). However, the management of privacy needs to be an institution-wide initiative, engaging staff at all levels. Your staff are accountable for protecting the personal information in their custody and control.
- **Align Business Practices:** Integrate the protection of personal information into your programs, systems, and policies and use tools (e.g., Privacy Impact Assessments) that require you to consider privacy on a proactive basis. The public expects government services to be provided on a cost-effective basis. It is easier and less expensive to build privacy protective measures into technology, contracts,

programs, practices and business continuity plans from the beginning, than to retrofit them after privacy breaches occur. Therefore, consider privacy when identifying your strategic priorities, deliverables and performance measures. Privacy should not be an after-thought.

- **Educate and Enhance Awareness:** Education about privacy, as well as FIPPA's requirements, will help your staff understand why privacy is important and how to protect it. Education and awareness are vital to creating a culture of privacy.²
- **Monitor and Evaluate Privacy Management Program:** Proper oversight is crucial to the success of any program. Therefore, periodically review your privacy policies and practices, and commit to ongoing improvement in compliance.

Privacy management programs will differ according to institutions' needs and capacity. An institution with limited personal information holdings will have different needs than an institution with a high volume of transactions involving sensitive personal information. This customization of approach is necessary and useful to enable your institution to meet the specific needs of your clients and programs.

Addressing privacy breaches is an important part of your institution's privacy management programs. When a privacy breach occurs, both the individuals affected by the breach and the institutions involved are potentially vulnerable to adverse consequences:

Individuals: Unauthorized disclosure of personal information violates an individual's privacy. It creates the potential for harm, including identity theft and other forms of fraud, physical safety issues such as stalking or harassment, financial loss, adverse impact on employment or business opportunities, and damage to reputation.

Institutions: In addition to not meeting the legal requirements of FIPPA, there are other consequences, including:

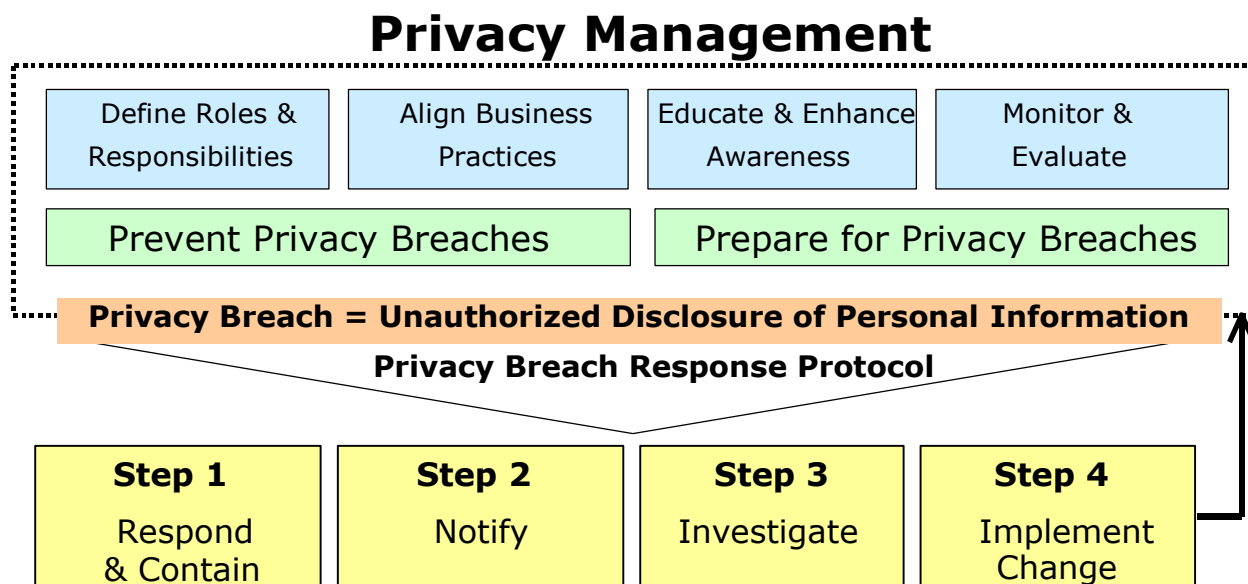
- reduced productivity as staff respond to a breach or deal with a complaint;
- lost public trust and confidence due to public disclosure of a major privacy breach;
- cost of emergency measures necessary to control a breach; and
- replacement costs of hardware, software and data affected by the breach.

Preventing privacy breaches, and preparing to respond to them, are critical components of privacy management.

² The Centre for Learning and Leadership offers several classroom and e-learning courses on privacy.

Figure 1 illustrates how an over-arching privacy management program helps you address privacy breaches.

Figure 1 – Privacy Breach Response Protocol within Privacy Management Context



Prevent Privacy Breaches

Three areas are of particular importance to your efforts to prevent privacy breaches:

- **Education:** Staff (at all levels) need to understand their responsibilities to comply with FIPPA, and how to protect personal information in their work activities.
- **Security:** An effective security program is essential to prevent privacy breaches. As threats to security are ever-changing, there is no one type of security program that would mitigate the risks of all types of privacy breaches. Physical, technical and procedural safeguards appropriate to your programs and the scope and nature of the personal information in your custody and control need to be included in your security program.³
- **Third Parties:** If third party service providers collect, use, retain, disclose or destroy any personal information on your behalf, require them to implement and maintain appropriate security and privacy safeguards. Take reasonable steps to monitor and enforce their compliance with the privacy and security requirements defined in your contracts or service agreements.⁴

³ See Office of the Information and Privacy Commissioner/Ontario (IPC) Order HO-004 for discussion of security regarding mobile computing devices at: http://www.ipc.on.ca/images/Findings/up-3ho_004.pdf.

⁴ See the Guidelines for the Protection of Information When Contracting for Services for additional information at:

The use of the tools outlined below will help you prevent privacy breaches by identifying inappropriate information management practices and inadequate security and privacy measures. [Appendix 1](#) contains a checklist of key questions to help you identify areas, policies and practices that need to be improved in order to prevent privacy breaches.

Privacy Audit

The purpose of a privacy audit, which is a self-assessment tool, is to identify:

- your personal information holdings;
- the information needs of your program areas or corporate functions; and
- your existing privacy and information management policies, practices and procedures.

A privacy audit will help you determine the extent to which personal information in your institution's custody and control is maintained in accordance with FIPPA (i.e., identify short-falls).⁵

Privacy Impact Assessment

The purpose of a Privacy Impact Assessment is to help you identify the:

- internal and external risks to privacy of a proposed initiative (e.g., new technology, information system, or program) in advance of implementation; and
- measures to address those risks – one of which could be a privacy breach if the initiative proceeds without sufficient safeguards in place.⁶

Threat/Risk Assessment

The purpose of a Threat/Risk Assessment is to:

- assess security threats and vulnerabilities;
- document your existing security measures; and

<https://intra.sse.gov.on.ca/inetwork/resourcecentre/Documents/Guidelines%20for%20the%20Protection%20of%20Information%20when%20Contracting%20for%20Services.pdf>.

⁵ The Guide and Checklist for Managing Personal Information is available on the IPA Intranet site: <https://intra.sse.gov.on.ca/inetwork/resourcecentre/Documents/Guide%20and%20Checklist%20for%20Managing%20Personal%20Information.pdf>.

⁶ The Privacy Impact Assessment guides and tools are available on the IPA Intranet site at: <https://intra.sse.gov.on.ca/inetwork/managinginformation/privacy/Pages/pia.aspx>.

- recommend appropriate and necessary security safeguards.

This tool will help you identify security issues that could have bearing on the protection of personal information and contribute to a privacy breach.⁷

Prepare for Privacy Breaches

Despite your best efforts, privacy breaches will occur and, in order for you to be able to respond in a timely and effective manner, planning is essential. Focus your efforts on the four areas, outlined below, when preparing to respond to privacy breaches.

To help you prepare to respond to a privacy breach in a timely and effective manner, consider and answer the questions outlined in checklist in [Appendix 1](#).

1. Privacy Breach Response Plan

Develop a plan that documents how the four steps of the privacy breach response protocol, outlined in Part 2 of this Guide, are adapted and applied in your institution. The creation of a response plan may involve documenting your existing practices for dealing with privacy breaches.

One of the key components of a response plan is defining when a privacy breach needs to be reported to your Deputy Minister's Office. The Deputy Minister is responsible for determining if a breach needs to be reported to your Minister's Office.

Having such a plan will enable you to respond to privacy breaches in a coordinated manner. As part of your privacy management program, evaluate the effectiveness of your response plan annually and implement changes, as necessary.

2. Privacy Breach Response Coordinator

Designate one person as responsible and accountable for developing your privacy breach response plan and for coordinating the implementation of that plan. Having this coordinating role helps rationalize planning and preparation, as well as enhances continuity and consistency of approach for privacy breaches.

In most institutions, the Freedom of Information and Privacy Coordinator would be the logical choice for coordinating the development and implementation of a privacy breach response plan given their knowledge and experience.

⁷ Information about the Threat/Risk Assessment is available on the Cyber Security Intranet at: [http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/\(vwReadPagesByRefId_Content\)/sec2006.06.26.09.57.49.JDN_page?open](http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefId_Content)/sec2006.06.26.09.57.49.JDN_page?open).

3. Privacy Breach Response Team

Identifying key players or creating a “response team” in advance of a privacy breach will help you prepare. If you already have a privacy working group or committee, involve them in preparing for and responding to privacy breaches.

The roles and responsibilities of the players involved in responding to a privacy breach are interdependent. All players responding to a breach need to work in a co-ordinated manner as a team. Strong communication amongst the players and consistent practices makes the handling of a privacy breach more effective and efficient.

Part 2 of this Guide outlines the key players that need to be involved in all privacy breaches.

4. Third Parties

Under FIPPA, your institution need not have custody of personal information to be responsible for its protection. As with prevention, if third party service providers collect, use, retain, disclose or destroy personal information on your behalf, in your contracts and service agreements require them to:

- be prepared to respond to privacy breaches in a manner consistent with your privacy breach response plan; and
- immediately report breaches to a designated contact at your institution.

PART 2 – PRIVACY BREACH RESPONSE PROTOCOL

While Part 1 focuses on privacy management and the need for your institution to take action to prevent and prepare for privacy breaches, this Part of the Guide focuses on what you need to do once a privacy breach has occurred.

Key Players in Responding to Privacy Breaches

The areas and positions needed to respond to a privacy breach will vary according to the nature of the institution and the type of breach. However, the following players need to be involved when your institution responds to any privacy breaches. The allocation of responsibilities may shift depending upon an institution’s business practices.

Staff: Staff, in all areas and at all levels of your institution, will play key roles in identifying, documenting and containing a breach. Staff dealing with clients or the public on a regular basis (e.g., Call Centre personnel) need to be aware of what to do if a privacy breach is reported by an external source.

Program Manager: Program Managers will be responsible for alerting the Coordinator of a breach or suspected breach and working with the Coordinator to implement the four steps of the response protocol. They need to be familiar with this Guide, your institution's privacy breach response plan, the identity and contact information of the Coordinator and delegates, and fully understand their own role and responsibilities in the process.

Freedom of Information and Privacy Coordinator: The Coordinator will play a central role in your institution's response to a privacy breach by:

- identifying the privacy implications of a breach and providing advice to the area(s) affected by the breach;
- ensuring the appropriate players are notified or involved in responding to the breach; coordinating your institution's activities, products and communications; and
- acting as the point of contact for the Office of the Information and Privacy Commissioner/Ontario (IPC) and the Information, Privacy and Archives Division (IPA), Ministry of Government and Consumer Services (MGCS).

Delegated Decision-Maker: In most institutions, the responsibility for protecting the personal information affected by the privacy breach will have been delegated to an identified position, known as a Delegated Decision-Maker. These individuals are key decision-makers in responding to privacy breaches and, therefore, need to be familiar with your institutions' response plan and their role and responsibilities.⁸

Third Party Service Provider: Increasingly, institutions use third parties to carry out or manage programs or services on their behalf. In such circumstances, institutions usually retain responsibility for protecting personal information in accordance with FIPPA. Therefore, third party service providers need to know their roles and responsibilities if a privacy breach occurs when they have custody of personal information. Require your service providers to inform you of all actual and suspected privacy breaches.

Additional Resources

Depending upon the nature of a breach, it may be appropriate for your Coordinator or the Program Manager of the area affected by the breach to consult with or involve other appropriate areas, such as the following:

⁸ If your institution does not have a Delegated Decision-Maker, the Director or Manager of the program area could assume this role.

Legal Services: The legal ramifications of a privacy breach need to be identified, including the impact on contracts with third party service providers. Seek legal guidance if there is reason to believe a breach is the result of a criminal act and law enforcement needs to be contacted.

Information Technology: Information technology staff have the technical skills necessary to identify a privacy/security breach, analyze what has happened and what needs to be done to contain the breach, as well as to implement short- and long-term measures to protect personal information (e.g., changing access controls, strengthening firewalls, taking systems off-line, etc.).

Issues Management/Communications: Involve this area if there is a need to develop and implement an issues management strategy (i.e., if a breach has or is likely to become a matter of public interest), or to inform the media and, by extension, the public (within the constraints imposed by FIPPA, security needs and law enforcement interests).

Contingency/Disaster Planning: If a privacy breach occurs as part of a larger incident within your institution or across institutions, your Coordinator will work with the appropriate areas or individuals responsible for contingency or disaster planning. Human Resources: Involve your human resources area when a staff member is the possible target of an incident or is suspected of causing a privacy breach.

Physical Security/Facility Management: Involve your physical security and facilities management areas if a privacy breach occurs as a result of a failure of physical security measures, or if access to facilities is necessary (e.g., a compromised workstation is locked in an office).

Emergency Management and Security: This area is responsible for administering the personnel screening checks and needs to be notified if a privacy breach has implications on a security clearance (e.g., theft of personal information by a contractor).

IPA/Other Coordinators: For advice on how to respond, consult the IPA or other institutions' Coordinators with experience managing privacy breaches.

Four-Step Protocol

Given the diversity of institutions and the varied nature of privacy breaches, no "one size fits all" response protocol is possible or practical. You will need to tailor your actions to ensure they are proportional and appropriate to each privacy breach. There are, however, a number of essential steps to be followed when any privacy breach occurs:

1. Respond and Contain
2. Notify

3. Investigate

4. Implement Change

These steps may need to take place simultaneously, or in rapid succession, depending upon the circumstances. Each step does not have to be completed before beginning the next.

Each step of the protocol is described below and includes suggested roles and responsibilities for the key players. [Appendix 1](#) contains a checklist of key questions to consider and answer when determining if you have taken adequate or appropriate measures to complete each step.

Step 1 – Respond and Contain

Initiate this step as soon as a privacy breach, suspected breach or attempt at unauthorized access has been discovered. Within this one step, five actions are critical:

1. report the privacy breach to key players within the institution, to the IPA and, if necessary, to law enforcement;
2. assess the situation to determine if a breach has occurred and what needs to be done;
3. contain the privacy breach;
4. document the breach and containment activities; and
5. brief senior management.

1. Report

Internal Reporting: A privacy breach or suspected breach needs to be reported to the Program Manager of the area affected by the breach, your institution's Coordinator, and the Delegated Decision-Maker responsible for the area involved in the privacy breach.⁹

IPA, MGCS: Your Coordinator needs to inform the IPA of all privacy breaches within 24 hours of discovery. In addition, alert the IPA if you plan to report a privacy breach to your Deputy Minister's Office.¹⁰

⁹ Notify the Program Area Director if there is no Delegated Decision-Maker.

¹⁰ The IPA acts as an advisor to the minister responsible for the administration of FIPPA and, therefore, needs to be aware of any escalating privacy issues.

Law Enforcement: If you think a privacy breach involves illegal activities, the Program Manager or Coordinator needs to report the breach to the appropriate law enforcement agency. Consult your Legal Services Branch and Deputy Minister’s Office prior to contacting law enforcement.

Key Players	Suggested Responsibilities
Staff	<p>Inform your Manager immediately upon becoming aware of a breach or suspected breach.</p> <p>Provide the Manager with as much information as known at the time (e.g., what happened, when, how breach was discovered, and if any corrective action has already been taken).</p> <p>If Manager is unavailable, escalate reporting of breach to the next level of management.</p>
Program Manager	<p>Alert the Coordinator and provide as much information about the breach or suspected breach as is currently available.</p> <p>After appropriate consultation, contact law enforcement, if necessary.</p>
Coordinator	<p>If a privacy breach is identified by external source (e.g., individual, other institution, third party service provider, or IPC), contact appropriate area(s) to respond to the breach.</p> <p>Report breach and provide updates to the IPA.</p>
Third Party Service Provider	<p>Inform designated party at institution as soon as a privacy breach or suspected breach discovered.</p> <p>Fulfill contractual obligations.</p>

2. Assess

Once an incident or suspected incident has been reported to your Program Manager and Coordinator, they need to immediately determine if a privacy breach has occurred. In making this assessment, two important questions need to be answered:

Is personal information involved?

Not all data in the custody or control of an institution is personal information. Therefore, the first part of your assessment is to identify the type of information affected by the incident.

Definition: Personal information is defined in subsection 2(1) of FIPPA as recorded information about an identifiable individual (i.e., natural person) and includes, but is not limited to: race, nationality, religion, age, sex, marital status, education, medical or criminal history, financial information, identifying numbers, address, telephone number, fingerprints, blood type, and opinions. The definition of personal information is not exhaustive – an institution may have other types of personal information in its custody or control.

Personal information may include information that is not recorded (e.g., a verbal disclosure). Also, if there is a reasonable expectation that an individual can be identified from the information disclosed (either alone or when combined with other information), such information will likely qualify as personal information.

Has an unauthorized disclosure occurred?

Unauthorized disclosure, whether it is intentional, inadvertent, or as a result of a criminal activity, is the defining activity for privacy breaches. It is the “threshold” or “trigger” mechanism for the application of this Guide.

If the answer to both questions is “yes”, a privacy breach has occurred and you need to follow the rest of the privacy breach response protocol outlined in this Guide.

Note: Institutions have a responsibility to protect personal information and to secure general records, particularly sensitive records.¹¹ Respond to security breaches involving general records in accordance with established rules and regulations. Report incidents involving unauthorized collection, use, retention or disposal of personal information to your Coordinator.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	<p>Work together to:</p> <ul style="list-style-type: none"> ▪ Obtain all available information about the nature of the breach or suspected breach (e.g., when, where, whose personal information involved, how much personal information involved, verbal disclosure or hard copies involved, etc.). ▪ Determine what happened (e.g., did a privacy breach actually occur, what personal information was involved, etc.?) and what needs to be done. ▪ Answer questions in Step 1 Checklist related to

¹¹ The Information Security & Privacy Classification Policy and the Information Security & Privacy Classification Operating Procedures are available at: [http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/\(vwReadPagesByRefId_Content\)/sec2006.06.26.12.06.06.LVU_page?open](http://intra.ops.myops.gov.on.ca/cms/tiles.nsf/(vwReadPagesByRefId_Content)/sec2006.06.26.12.06.06.LVU_page?open)

Key Players	Suggested Responsibilities
	assessing a privacy breach.

3. Contain

Take immediate action to contain a privacy breach and to alleviate its consequences for both the individuals whose personal information was involved in the incident and your institution.

Key Players	Suggested Responsibilities
Program Manager	Work with Coordinator to: <ul style="list-style-type: none"> ▪ Undertake all appropriate action to contain breach and mitigate its impact. ▪ Answer questions in Step 1 Checklist related to containing a privacy breach.
Coordinator	Involve all appropriate parties in responding to privacy breach (e.g., Legal Services, Information Technology, Human Resources, Facility Management, etc.). Provide advice on appropriate steps to respond to a privacy breach. Work with the IPA, as required, if privacy breach impacts multiple institutions.
Third Party Service Provider	Take all necessary action to immediately contain the privacy breach. Fulfill contractual obligations.

4. Document

Documenting the details of a privacy breach and your containment activity allows you to implement the correct remedial measures, respond to an investigation by the IPC, and evaluate your institution's response. Such an evaluation is an important part of privacy management.

Key Players	Suggested Responsibilities
Staff	<p>Document what happened (e.g., staff disclosed personal information without authority, intruder, third party service provider alert, equipment containing personal information lost or stolen, etc.), when, how breach was discovered, and what corrective action was taken.</p> <p>If breach identified by external source (e.g., individual, other institution, or third party service provider), document information provided, including contact information for follow-up, and any instructions given to reporting party (e.g., asking caller to mail back documents sent to wrong address). Immediately report breach to Manager.</p>
Program Manager	Ensure details of breach and corrective action are appropriately documented.
Third Party Service Provider	<p>Document what happened (e.g., staff disclose personal information without authority, intruder, equipment containing personal information lost or stolen, etc.), when, how breach was discovered, and what corrective action was taken.</p> <p>Fulfill contractual obligations.</p>

5. Brief

Briefing senior management and, potentially, your Minister's Office is another crucial part of internal reporting, and needs to be done at the discretion of your Coordinator, Delegated Decision-Maker and Deputy Minister's Office. The Deputy Minister will determine if briefing your Minister's Office is necessary.

It is recommended you report any privacy breach to your Deputy Minister's Office in the following circumstances:

- There is reasonable expectation of risk of harm to the individuals whose personal information is involved in the breach.
- The personal information at issue in the breach is very sensitive (e.g., personal health information).
- The scope of the breach is large in terms of the number of individuals affected or the amount of personal information disclosed.
- The scope of the breach is unknown and, therefore, you cannot immediately implement the steps necessary to contain it.

- The breach is the result of an unlawful act and law enforcement needs to be notified.
- The breach was identified to your institution by the media or the IPC.
- The breach is likely to result in media coverage.

When briefing your senior management or Deputy Minister’s and Minister’s Offices, include the following information:

- The nature and scope of the privacy breach (e.g., how many people are affected, what type of personal information is involved, the extent to which you have contained the breach) or, if the nature and scope are not known at the time of the briefing, that they are still to be determined.
- What steps you have already taken, or will be taking, to manage the privacy breach.
- Your plans to notify the individuals affected by the privacy breach and, if appropriate, the IPC and other parties.
- Your timetable for providing senior management with regular updates about the breach and your ongoing management of it.

Depending upon the nature of the privacy breach and your institution, it may be appropriate to brief your senior management, Deputy Minister’s and Minister’s Offices early in the response process. This will enable them to know what has occurred and how you are managing the privacy breach (i.e., what actions you are taking and planning, and when they will be updated on developments). This initial briefing may need to occur before you have fully completed your investigation.

Keeping senior management and the Deputy Minister’s and Minister’s Offices informed throughout the life cycle of a privacy breach will help them understand how your institution is addressing the breach and mitigating its consequences.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to: <ul style="list-style-type: none"> ▪ Evaluate the circumstances of the privacy breach (outlined on pages 19 and 20) to determine its severity and scope, in consultation with Legal Services and Issues Management/Communications. ▪ Develop briefing materials, including recommendations on: <ul style="list-style-type: none"> - response activities to manage the breach; - notice to the individuals affected by the breach

Key Players	Suggested Responsibilities
	<p>and the IPC; and</p> <ul style="list-style-type: none"> - need to report the breach to the Deputy Minister's Office. ▪ Brief Delegated Decision-Maker(s) responsible for protection of the personal information involved in the privacy breach, as appropriate throughout the course of your institution's response.
Coordinator	If a privacy breach is to be reported to your Deputy Minister's Office, inform the IPA.
Delegated Decision-Maker (if other than the Deputy Minister)	<p>Brief senior management and, if appropriate, the Deputy Minister's Office, as necessary.</p> <p>Note: The Deputy Minister will determine if briefing the Minister's Office is necessary.</p>

Step 2 – Notify

In addition to the reporting outlined in Step 1, there is a need to notify other parties of the privacy breach, including, most importantly, the individuals whose personal information was involved in the incident (i.e., the data subject).

Data Subject

Notifying the data subject of a privacy breach should be your default course of action when one has occurred. The purpose of providing notice of a privacy breach to the individuals whose personal information was involved in the incident is to provide them with sufficient information about:

- what happened;
- the nature of potential or actual risks of harm; and
- appropriate action to take to protect themselves against harm.

Such notice supports the purposes of FIPPA and your responsibility to protect the privacy of individuals with respect to personal information. It is also consistent with the fair information practices of openness and accountability.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to: <ul style="list-style-type: none"> ▪ Determine if there is a compelling reason for not notifying the data subjects of the privacy breach. ▪ If no, determine content, timing and method of notice in accordance with the best practices (below). ▪ Ensure notice is undertaken in an approved and coordinated manner. ▪ Ensure there is adequate support available to notified individuals. ▪ Answer questions in Step 2 Checklist related to notifying data subjects.
Delegated Decision-Maker	Approve all decisions regarding notice to all external parties (e.g., data subject or IPC).
Third Party Service Provider	Participate in notifying the individuals affected by the breach in accordance with contractual obligations.

Below are listed best practices regarding the timing, method and content of notices to the individuals affected by a privacy breach.

Timing of Notice

- Notify as soon as reasonably practicable.
- Do not compound the potential harm caused by a privacy breach by providing premature notice based on incomplete facts or taking any action that might make identity theft or other harm more likely to occur as a result.
- Delay notice if:
 - law enforcement determines immediate notice would impede a criminal investigation; or
 - the breach resulted from a security or information system failure, restore and test the integrity of the system before disclosing details of the breach.
- Provide notice to the data subjects as soon as the reason for delay has been resolved.

Method of Notice

- Make every reasonable effort to directly notify each individual of the privacy breach if identities and contact information of the individuals affected by a privacy breach are known.
- Ensure notice is provided to correct individual and avoid false positives (i.e., when the notice is given to individuals whose personal information was not involved in the breach). Document the process for determining who will be notified.
- Determine if personal representatives or other authorized parties need to be notified instead of the data subject due to issues of capacity, age, language, etc.
- Determine if the seriousness or scope of the privacy breach warrants some kind of indirect notice using public communications channels (e.g., website or media) if direct notification is not possible or reasonably practicable.

If notifying by telephone or in person:

- Develop a script so each data subject receives consistent and complete information.

If notifying in writing:

- Send written notice by mail to the last known mailing address, by another means that can prove receipt of the notice, or deliver it personally.
- Send or deliver notices separately from any other mailings from your institution.
- Identify your institution on the envelope.
- Format in manner that makes your notice readable, understandable and useful.

Content of Notice

- Make every reasonable effort to provide consistent messaging, particularly when notice is to be provided verbally by multiple players.
- Include the following information in written or verbal notices to the individuals affected by a privacy breach:
 - clear identification of your institution and contact information (e.g., a toll-free telephone number, website and postal address) of the individual/area where notice recipient can make inquiries, verify validity of notice and obtain additional information about the breach;
 - a brief description of what happened and when;

- to the extent possible, a generic description of the types of personal information involved in the breach, including if any unique identifiers or sensitive personal information were involved in the breach.
- a description of what you have done or are doing to contain the breach, mitigate its impact, investigate the cause and protect against any further breaches;
- a brief explanation of the potential or actual risks or threats to individuals impacted by the breach;
- an explanation of what action individuals can take to protect themselves, given the nature of the privacy breach (e.g., if identity theft is a reasonable possibility, advise the data subjects to contact their bank, credit card company, credit reporting bureau to inform them of the breach; check and monitor all bank accounts, credit card and other financial statements for any suspicious activity; and obtain a copy of their credit report);
- identify sources where individuals can find more information on identify theft, if reasonably likely to occur, and where they can report occurrences;
- an explanation of the types of assistance available to individuals from the institution or other sources;
- an indication if you have contacted the IPC and if it is investigating the privacy breach;
- a brief explanation of the individual's right to complain to the IPC about your institution's handling of their personal information; and
- contact information for the IPC.

Exceptions

Notifying the individuals affected by a privacy breach may not be appropriate, reasonably possible, or necessary in the following limited circumstances:

- law enforcement determines notice would impede a criminal investigation;
- notice is not in the individual's interest (e.g., notice could potentially endanger an individual or result in greater harm to the individual);

- notice would serve no useful purpose¹² (e.g., if all the personal information involved in the privacy breach is: already publicly available; recovered before an unauthorized party could possibly access it; or protected by technology, such as encryption, that would mean unauthorized access and use of the data is not reasonably possible); or
- it is not possible to provide notice (e.g., identity of individuals affected by breach is not known).

If you are considering not notifying the data subjects of a privacy breach, consultation with the IPA is recommended.

Office of the Information and Privacy Commissioner/Ontario

Determine if notifying the IPC is appropriate. Notice to the IPC is recommended when privacy breaches involve sensitive personal information or large numbers of individuals, or when the risk of harm to the data subjects is high.

The IPC will be able to provide advice and support to your institution response to a breach.

Key Players	Suggested Responsibilities
Program Manager	Work with Coordinator to determine if IPC needs to be notified of privacy breach.
Coordinator	Contact IPC, if appropriate.

Other Parties

Depending upon the nature of the incident, it may be necessary or appropriate to notify other external parties of a privacy breach (e.g., other institutions or jurisdictions, technology suppliers, etc.). The Program Manager, Coordinator and Delegated Decision-Maker will need to make this determination on a case-by-case basis. Involve Legal Services in this decision if legal or contractual obligations are affected by a privacy breach.

¹² In an order related to a specific privacy breach under PHIPA, the IPC found that, in the absence of evidence that any records were lost or stolen, notifying potentially thousands of patients whose records were abandoned but later recovered by the IPC, would serve no useful purpose. Notice in this case would be based on a remote possibility of unauthorized access rather than a probability. IPC Order HO-003, December 2006, pp. 9-10.

Key Players	Suggested Responsibilities
Delegated Decision-Maker	If privacy breach impacts other institutions, organizations, third parties or jurisdictions, notify appropriate parties in accordance with Memoranda of Understanding or other defined protocols, as necessary.

Step 3 – Investigate

Internal

Once you have contained the privacy breach:

- identify and analyze the events that led to the privacy breach;
- evaluate what you did to contain it; and
- recommend remedial action to help prevent future breaches.

In most circumstances it will be appropriate for you to investigate your own privacy breaches. Depending upon the nature and scope of the breach, you may want to involve your internal audit programs in this process.

Document the results of your internal investigation including:

- background and scope of your investigation;
- legislative implications;
- how you conducted the assessment (who did it, who was interviewed, what questions asked, what policies and practices considered, etc.);
- the source and cause of the privacy breach;
- an inventory of your systems and programs affected by the breach;
- determination of the adequacy of your existing security and privacy policies, procedures and practices;
- assessment of the effectiveness of your institution’s response to the breach (i.e., implementation of Step 1 and Step 2); and
- findings including a chronology of events and recommendations for remedial actions.

Inform your senior management of the results of the investigation so they can act upon the recommendations.

One of the most important outcomes of a privacy breach is for your institution to learn from the incident. A “lessons learned” meeting with all parties involved in the breach and response will help you evaluate your existing privacy/security measures and your incident-handling process, and identify necessary changes and improvements.

Each investigation will result in a set of documents outlining the chronology of the privacy breach, the analysis of your response, and the required remedial steps. Over time, this information will help you identify systemic privacy or security weaknesses and threats.

Key Players	Suggested Responsibilities
Program Manager and Coordinator	Work together to assess the privacy breach and your institution’s response, to document findings, and to answer questions in Step 3 Checklist related to investigating privacy breaches. Involve other parties in investigation, as necessary.
Delegated Decision-Maker	Review internal investigation reports and approve required remedial action.
Third Party Service Provider	Undertake full assessment of privacy breach, in accordance with contractual obligations.

Office of the Information and Privacy Commissioner/Ontario

Depending upon the nature of a privacy breach, the IPC may investigate and publicly report on the incident. If this occurs, cooperate fully with the IPC.

Your Coordinator needs to play a key role in your institution’s activities, products and communications with the IPC.

Key Players	Suggested Responsibilities
Program Manager	Make all appropriate information and documents available.
Coordinator	Coordinate your institution’s activities and communication with IPC.
Delegated Decision-Maker	Review IPC investigation report and approve required remedial action.

Step 4 – Implement Change

When determining what changes and remedial action needs to be implemented, consider if it is necessary to:

- review your relevant information management systems to enhance compliance with FIPPA;
- amend or reinforce your existing policies and practices for managing and safeguarding personal information;
- develop and implement new security or privacy measures;
- train your staff on legislative requirements, security and privacy policies, practices and procedures to reduce the potential of future breaches; or
- test and evaluate remedial actions to determine if they have been implemented correctly, and if your policies and practices need to be modified.

In addition, evaluate whether the notice to the data subjects and other relevant parties was effective (e.g., was it done in a reasonably timely manner, were the tone and content of the notice appropriate, and was there sufficient support provided to data subjects?).

Key Players	Suggested Responsibilities
Program Manager	<p>Ensure all appropriate remedial action is undertaken, including necessary modifications to privacy and security measures, policies, practices and procedures.</p> <p>Work with Coordinator to train staff in a timely and effective manner.</p> <p>Follow-up to assess effectiveness of remedial action. Make changes, as necessary.</p>
Coordinator	<p>Evaluate effectiveness of your institution’s response to particular breach, as well as your response plan, and implement improvements, as necessary.</p> <p>Work with Program Manager to answer questions in Step 4 Checklist related to remedial actions and their implementation.</p>
Delegated Decision-Maker	Monitor implementation of remedial action.

Key Players	Suggested Responsibilities
Third Party Service Provider	Take all necessary remedial action to decrease risk of future privacy breaches (e.g., training, enhanced security measures, etc.), in accordance with contractual obligations.

HELPFUL RESOURCES

Access and Privacy Branch, Alberta Government Services, Conducting a Privacy Audit, December 2004.

British Columbia Medical Association, Office of the Information and Privacy Commissioner for British Columbia, and the British Columbia College of Physicians and Surgeons, Key Steps for Physicians in Responding to Privacy Breaches, June 2006.

British Columbia Medical Association, Office of the Information and Privacy Commissioner for British Columbia, and the British Columbia College of Physicians and Surgeons, Physicians and Security of Personal Information, June 2006.

Office of the Information and Privacy Commissioner for British Columbia, Key Steps in Responding to Privacy Breaches, December 2006.

Office of the Information and Privacy Commissioner for British Columbia, Guidelines for Handling a Privacy Breach, October 2005.

Office of the Information and Privacy Commissioner for British Columbia, Privacy Breach Reporting Form, November 2006.

Office of the Information and Privacy Commissioner/Ontario and Office of the Information and Privacy Commissioner for British Columbia, Breach Notification Assessment Tool, December 2006.

Office of the Information and Privacy Commissioner/Ontario, A Privacy Breach Has Occurred – What Happens Next?, Presentation, September 14, 2001.

Office of the Information and Privacy Commissioner/Ontario, Privacy Assessment: The University Health Network's Response to Recent Breaches of Patient Privacy, July 30, 2002.

Office of the Information and Privacy Commissioner/Ontario, What to do if a privacy breach occurs: Guidelines for government organizations, Revised December 15, 2006.

Office of the Information and Privacy Commissioner/Ontario, What to do When Faced With a Privacy Breach, Guidelines for the Health Sector, June 2006.

APPENDIX 1 – CHECKLISTS

The following questions can help you identify areas, policies and practices that may need to be improved in order to effectively manage privacy and to prevent, prepare for and respond to privacy breaches.

Prevent Privacy Breaches Checklist
<p>Education</p> <p>How is staff trained on FIPPA and your institution’s policies, procedures and practices for protecting personal information? How is effectiveness of training determined?</p> <p>Is accountability for privacy protection understood by staff at all levels?</p> <p>How is privacy awareness promoted across your institution?</p> <p>How are the policies, procedures and practices for managing personal information communicated to staff?</p> <p>How is staff informed of new privacy and security issues to be addressed that result from internal reviews, privacy breaches, public complaints and court decisions, or from changes in technology and information management practices?</p>
<p>Security</p> <p>Are security responsibilities clearly defined and subject to performance evaluation?</p> <p>What are the reasonably foreseeable risks to the security of personal information? Are existing safeguards (physical, technical and procedural) effective at addressing those risks? If not, what needs to be done to implement adequate safeguards?</p> <p>Do the security measures, including policies, practices and procedures, meet the requirements of FIPPA (i.e., protect personal information from unauthorized access, collection, use, disclosure, copying, modification or destruction) and corporate directives and guidelines?</p>

Prevent Privacy Breaches Checklist

Are intrusion detection technology, policies and procedures in place for identifying, documenting (e.g., audit trail), reporting and responding to security incidents (i.e., actual and attempted attacks or intrusions)?

Is access to personal information (internal and external) limited to users with legitimate needs, and are appropriate controls and authentication measures in place?

What safeguards are in place to ensure personal information is not removed from your offices unless necessary, and that appropriate precautions are in place to protect the security and integrity of the information when outside your offices?

Are appropriate security measures in place for the disposal of personal information and destruction of equipment that may store personal information (e.g., computers, disks, memory sticks, disks, laptops, cell phones, personal digital assistants, filing cabinets, photocopiers, fax machines or other devices with memory capabilities)?

Are appropriate security measures in place for mobile devices, remote access from external network connections, and transmission of personal information over the Internet or other public networks?

How are security safeguards evaluated and adjusted to address new or emerging threats, a material change to your institution's programs or systems, personal information holdings, or any other circumstance that may impact your institution's security program? How frequently are security measures tested or otherwise monitored to determine effectiveness?

See also Threat/Risk Assessments Checklist (below).

Third Parties

Is personal information collected, used, retained, disclosed or destroyed by third party service providers on your behalf?

If so, are third party service providers required, by contract or other measures, to have privacy protection measures that are compliant with FIPPA and your institution's privacy management program? How do you verify the effectiveness of the third parties' privacy protection measures?

Prevent Privacy Breaches Checklist

Privacy Audits

Are adequate resources available for developing, implementing and maintaining a privacy management program?

How and why is personal information collected, used, and disclosed?

Is some personal information more sensitive than others? How is the sensitivity identified and are special privacy or security measures in place for this data?

Are the roles and responsibilities related to privacy protection identified and documented?

What steps are in place to minimize the amount of personal information collected, used and disclosed?

How and where does your institution store personal information?

How long do you retain personal information?

Who has access to the personal information and who actually needs to have that access?

Do information handling policies, practices and procedures comply with FIPPA? How are they maintained to keep pace with changes in technology and program needs? How is their effectiveness monitored, enforced and reported?

Privacy Impact Assessments (PIA)

Is a Privacy Impact Assessment conducted when designing and implementing programs or systems that will require the collection, use or disclosure of personal information or when applying technology to personal information systems?

Is the flow of personal information for a proposed new program or system, or change to an existing program or system, understood and documented?

Is your institution following the requirements and process defined in the PIA guides and tools?

How is compliance with FIPPA assessed for a proposed initiative? How will it be verified and reviewed on a go-forward basis?

Have the IPC and stakeholders impacted by the proposed initiative been consulted? What are their concerns and have they been addressed? If not, why not?

Prevent Privacy Breaches Checklist

Threat/Risk Assessments (TRA)

Has a Security Plan been prepared for each of your programs that deal with information and information technology?

How are threats to and sensitivities and vulnerabilities of information identified, and the levels of potential harm and risk assessed?

What are the most likely or serious threats that could lead to a privacy breach (e.g., hacker attack, procedural error, eavesdropping at service counter, lost laptop, etc.)? What measures are in place to counter these threats? Are they effective?

Where are the areas/programs/systems in your institution where there is the greatest likelihood of a privacy breach (e.g., where there is a high volume of transactions involving personal information)?

Is your institution following the OPS TRA requirements and process?

Prepare for Privacy Breaches Checklist

Privacy Breach Response Plan

Do you have an existing privacy breach response plan? If not, how will a plan be developed and implemented?

If yes, when was it last reviewed and updated? Was it approved by all parties/areas that logically would be involved in dealing with most types of privacy breaches, as well as by senior management?

How has the privacy breach protocol outlined in this Guide been adopted and applied to your institution?

Does your privacy breach response plan define the circumstances when a breach will be reported to your Deputy Minister's Office?

Do staff, at all levels, know about your privacy breach response plan, what a privacy breach is, what to do if there is one (e.g., reporting requirements), and how to document details of a breach? If not, what training is required?

Are there templates and forms to facilitate prompt reporting of privacy breaches to appropriate parties?

How will the effectiveness of your response plan be evaluated, by whom and how frequently?

Prepare for Privacy Breaches Checklist

How is your response plan revised to accommodate lessons learned from security incidents or privacy breaches, as well as new risks, technology and other developments? Who is responsible for this?

How are changes to your response plan communicated to players involved in responding to privacy breaches and to your staff?

Privacy Breach Response Coordinator

Who is responsible and accountable for: 1) developing your response plan, and 2) coordinating your institution's response to a privacy breach?

How is the identity of this individual communicated to staff, at all levels?

Have delegates or back-ups been identified in case the Response Coordinator unavailable at time of a breach?

Is 24/7 contact information of the Response Coordinator and delegates known to staff?

Privacy Breach Response Team

Who should be involved in: 1) preparing, reviewing and approving your response plan, and 2) responding to a privacy breach (i.e., who are the key players and what are their roles and responsibilities)?

Are response team members aware of their roles and responsibilities?

How is the effectiveness of your response to a privacy breach determined?

Have key players been designated to be available on 24/7 basis? Is their contact information known to staff?

Third Parties

Do your contracts and service agreements require third party service providers to:

- be prepared to respond to privacy breaches in a manner consistent with your privacy breach response protocol; and
- immediately report breaches to a designated contact at your institution.

Step 1 – Respond and Contain Checklist

Report

Have staff reported the privacy breach or suspected breach to their Manager? When and by whom?

Has the Manager reported the privacy breach or suspected breach to Coordinator? When?

Has the Program Manager/Coordinator reported privacy breach to:

- Delegated Decision-Maker – when and by whom?
- Deputy Minister's Office – when and by whom?
- IPA – when and by whom?
- Legal Services – when and by whom?
- Police or other appropriate authorities – when and by whom?
- Other Parties – who, when and by whom?

Assess

Did a privacy breach occur (i.e., unauthorized disclosure of personal information)?

If no, is there another type of incident report to be completed or action to be taken?

If yes, what happened – describe incident/facts – what (cause of breach such as inadvertent verbal disclosure or theft of a laptop computer), when (date and time of incident), how, where (location), who identified breach (data subject, self-identified or by IPC)?

Whose personal information was affected by the breach (e.g., to whom does the data likely belong)?

What type of personal information was involved (e.g., unique identifiers such as Social Insurance Numbers or Driver's Licence numbers, personal health information, sensitive data)?

Who had custody and control of the personal information involved (e.g., program area, health information custodian, third party service provider)?

If third party service providers involved, are there specific contractual obligations that must be followed?

What medium was the personal information (e.g., oral, electronic or hardcopy)?

What is the likely scope of the privacy breach (i.e., how many individuals/areas/institutions affected)? Are other jurisdictions involved?

Step 1 – Respond and Contain Checklist

Is the breach the result of illegal activity? Should law enforcement be involved?

Was the privacy breach a one-time occurrence or is there a risk of ongoing or further exposure of the personal information (i.e., would the breach allow unauthorized access to any other personal information)? If the latter, what needs to be done immediately to end the breach and protect the data? Is there a likelihood that a similar, but as-yet-undiscovered, problem exists elsewhere in your institution?

Is there evidence the personal information involved in the breach has been acquired by an unauthorized person and is being, or likely will be, used for unauthorized purposes?

What steps have you already taken to control the breach and mitigate its consequences (e.g., suspend process/activity that caused breach, shut down website or computer system temporarily, change passwords or locks, retrieve copies of records, etc.)?

Are there specific legislative requirements that must be followed (e.g., PHIPA for privacy breaches involving personal health information and health information custodians)?

Have there been any similar or related incidents in the past?

Was the personal information involved in the privacy breach encrypted or protected by other safeguards that would prevent unauthorized access to the personal information?

What potential consequence/harm to the data subject may result from the breach?

- **Identify theft:** most likely to occur when the breach involves Social Insurance Numbers, credit card numbers, driver's licence numbers, personal health numbers, debit card numbers with PIN or any other information that can be used to commit financial fraud.
- **Safety:** when loss of personal information potentially jeopardizes the physical safety of an individual or there is a risk of stalking or harassment.
- **Reputation:** generally associated with loss of sensitive personal information (e.g., mental health records or data that may jeopardize business or employment/business opportunities).
- **Other:** such as when breach may result in a financial loss for the data subject.

What potential consequence/harm to your institution or the public may result from the privacy breach?

Step 1 – Respond and Contain Checklist

- **Security:** is there the potential to jeopardize the physical safety of your employees, provide access to other assets, or result in future breaches due to similar technical failures?
- **Public health or safety:** does the breach put public health or safety at risk?
- **Public trust:** will the breach result in loss of public trust or confidence? Does the situation require issuing a public statement/notice to reduce fear, or to maintain trust, or to give those directly affected the means to protect themselves or mitigate their own risk or consequences of the breach?
- **Legal:** does the breach constitute a contravention of legislative (e.g., FIPPA or PHIPA) or contractual requirements (e.g., with third party service providers), or might it result in civil litigation?
- **Other:** will breach result in IPC investigation, financial consequences for your institution, questions in Legislative Assembly, media attention?

Contain

What steps do you need to take immediately to contain/control the breach (e.g., suspend or isolate process/activity affected by breach, shut down website or computer system temporarily, change passwords or locks, etc.)?

Have you taken all necessary steps to retrieve personal information from all sources to which it was inappropriately disclosed (e.g., identify who had unauthorized access to personal information, retrieve hard copies, obtain assurances the parties have not make copies or will use or disclose the data, and document contact information of anyone who may have accessed the personal information involved in the privacy breach in case follow-up is required)?

Have appropriate staff been informed of the breach and provided with instructions on how to control the breach and prevent further unauthorized disclosures of personal information?

Do your policies, procedures, practices need to be changed immediately to contain breach or prevent further breaches?

How are the programs or systems affected by the breach to be monitored for signs of continued problems?

Document

Are the details of the privacy breach and action taken to contain it and mitigate its consequences being documented? How, by whom and where located?

Step 1 – Respond and Contain Checklist

Brief

Has the Program Manager/Coordinator/Delegated Decision-Maker undertaken all appropriate briefings? When and to whom?

Are any of the circumstances outlined on pages 19 and 20 present? Have you consulted with Legal Services and Issues Management/ Communications to evaluate the severity and scope of the privacy breach?

Does your Deputy Minister's Office need to be briefed?

If a privacy breach has been reported to your Deputy Minister's Office or Minister's Office, have you informed the IPA of this development?

Step 2 – Notify Checklist

Is notice to be given to individuals affected by the breach? Yes/No

If no, why not? Who approved decision? Has the IPA been consulted on decision not to notify?

If yes, have the best practices related to written or verbal notice been followed? Who should give the notice, how, when? How is consistent notice to be ensured?

If direct notice to the data subject is not possible (e.g., contact information unavailable or identity of data subject unknown), is an alternative approach to notice appropriate?

Should notice been given to the IPC? If so, when and by whom?

Do other parties (e.g., other institutions or jurisdictions) need to be notified of the privacy breach?

Are details of notice process being documented? How and by whom?

Note: Institutions under FIPPA that also are health information custodians under PHIPA should follow the notice requirements under subsections 12(2) and 12(3) of PHIPA.

Step 3 – Investigate Checklist

Are you investigating the privacy breach?

If yes, how, by whom, and how findings being documented?
If no, why not? Is a third party conducting the investigation?

What caused the privacy breach (e.g., accident, deliberate action, internal or external action, insufficient knowledge or training of staff, inadequate security or privacy policies, procedures and practices)?

Does the privacy breach raise systemic issues that need to be addressed across your institution (e.g., lack of staff training, insufficient access controls, firewall deficiencies, etc.) or across government?

Had your institution taken reasonable steps to prevent the privacy breach?

Does your institution's privacy management plan need to be modified as a result of the privacy breach in order to help prevent future breaches and to prepare you to respond to breaches in a more timely and effective manner?

If so, what changes are recommended, how will these be undertaken, by whom and when?

Step 4 – Implement Change Checklist

Were appropriate decision-makers and senior management briefed of results of investigation(s)? When and by whom?

Has implementing your investigation's recommendations been approved? When and by whom? If not, why not?

Is any additional follow-up/report back to the IPC necessary?

How are the recommended remedial measures to be implemented, by whom and when?

How is their effectiveness to be monitored and evaluated? By whom?

APPENDIX "B-2"

**OPS CORPORATE POLICY ON PROTECTION OF PERSONAL INFORMATION
DATED JULY 25, 2011**

SEE ATTACHED



Minister of Government Services

Corporate Policy on Protection of Personal Information

July 25, 2011

FINAL APPROVED

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PURPOSE

1. The purpose of this policy is to define and establish requirements consistent with the Freedom of Information and Protection of Privacy Act, 1990, for the protection of personal information in the custody or under the control of government.
2. For greater clarity, this policy does not establish and define requirements under the Personal Health Information Protection Act, 2004.

AUTHORITY

3. This policy is made by the Minister of Government Services under authority of the Management and Use of Information and Information Technology Directive that gives the Minister responsibility to establish, amend, replace or rescind policies on the management of I&IT that are consistent with the Directive, setting out more detailed operational requirements for ministries, I&IT clusters and agencies.

APPLICATION AND SCOPE

4. This policy applies to all ministries, to all advisory and adjudicative agencies, and to any other agency defined under the Agency Establishment and Accountability Directive that is subject, by Memorandum of Understanding or a schedule thereto, to sections 8.1 to 8.4 of the Management and Use of Information & Information Technology Directive.
5. Use of the word “ministry” in this policy includes I&IT clusters and applicable agencies.
6. Requirements under the Personal Health Information Protection Act, 2004, are not within the scope of this policy.
7. This policy does not apply to personal information excluded from the Freedom of Information and Protection of Privacy Act, 1990.

PRINCIPLES

8. The protection of personal information in accordance with statute, regulation, policy and best practices:
 - a) respects the privacy of individuals whose information is collected, used and disclosed by government;
 - b) reduces privacy, organizational and legal risk and maintains the public's trust and confidence in government operations; and
 - c) is an integral part of business practices and the design of programs, services, systems and processes.

DEFINITIONS

9. In this policy:

“business owner” means any program director or equivalent having authority and accountability under legislation, regulation, or policy or other instrument for particular business activities and for the business records relating to those activities;

“coordinator” means the freedom of information and privacy coordinator or equivalent or that person normally performing the role of the freedom of information and privacy coordinator;

“information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, retention, dissemination, disclosure or disposition of information;

“institution” means an institution as defined by the Freedom of Information and Protection of Privacy Act, 1990;

“government” means the Government of Ontario unless the context otherwise requires;

“Head” means the head of an institution as defined by the Freedom of Information and Protection of Privacy Act, 1990, or that officer delegated to carry out the powers and duties of the Head;

“personal information” means personal information as defined by the Freedom of Information and Protection of Privacy Act, 1990;

“Privacy Impact Assessment” means the process that reviews a new or existing information system or program to determine whether measures are necessary to ensure compliance with personal information protection requirements in statute and regulation and to address the broader privacy implications of the system or program;

“privacy officer” means that person designated by the business owner who is responsible for ensuring compliance by the program with this policy; and

“program” means those activities and related records over which a business owner has authority and which collects, uses or discloses personal information.

MANDATORY REQUIREMENTS

Management of Personal Information

10. Personal information shall be collected, used, disclosed and otherwise managed only in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations.
11. The business owner is accountable to the Head for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and for compliance with this policy.
12. For greater clarity, personal information that is a business record or part of a business record shall be managed in accordance with the Corporate Policy on Recordkeeping, in addition to the requirements of this policy.
13. Where a collection of personal information is authorized by the Freedom of Information and Protection of Privacy Act, 1990, it shall be limited to that personal information that is reasonably necessary to achieve the purposes of the program for which it is collected.
14. Access to personal information shall be restricted to those individuals or agents who require access to personal information in order to perform their duties and where access is necessary and proper for the administration of the program.
15. Staff and management who require access to personal information in order to perform their duties shall receive training to a level commensurate with the complexity and sensitivity of the information to which they have access.

16. A review of compliance with section 10 and sections 12-15 shall be conducted by a business owner periodically as appropriate or if required by the Chief Privacy Officer and Archivist of Ontario, using guidelines issued by Information, Privacy and Archives Division.

Privacy Officers

17. The business owner may, in writing, designate an individual to perform the role of privacy officer in relation to the personal information over which the business owner has authority.
18. The privacy officer shall:
 - perform all of the things required to be performed by the business owner under this policy;
 - be responsible for ensuring that personal information is managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations; and
 - be responsible for compliance with this policy.

Privacy Breaches

19. A privacy breach occurs where there is an internal or external disclosure of personal information that is not authorized by the Freedom of Information and Protection of Privacy Act, 1990, and may be deliberate or inadvertent.
20. When a privacy breach occurs, the business owner shall report the breach forthwith to the coordinator, and the coordinator shall forthwith report the breach to Information, Privacy and Archives Division.
21. The business owner, in consultation with the coordinator, shall ensure at a minimum that:
 - the breach is contained and assessed;
 - the breach is reported to any other relevant parties;
 - where appropriate, the individual or individuals whose personal information has been breached, as well as the Information and Privacy Commissioner, are notified;

- the cause or causes of the breach are investigated in a manner commensurate with the nature and severity of the breach; and
- corrective or remedial action is taken pursuant to the investigation to prevent further breaches and address related matters.

Privacy Impact Assessment

22. A privacy impact assessment shall be conducted whenever there is a substantial change in the collection, use or disclosure of personal information, including the creation or substantial modification of an information system or database containing personal information.

Matching of Personal Information

23. Matching of personal information is a computerized or automated process comparing two or more databases of personal information that were originally created for different purposes, that creates or merges information on identifiable individuals in order to identify matters of interest or to make decisions about the individuals to whom the matched information relates.
24. Personal information may be matched only where:
- it is the purpose or one of the purposes for which the personal information in each database was collected;
 - it is consistent with the purpose or purposes for which the personal information in each database was collected;
 - the individuals to whom the information to be matched relates have consented to the matching of the information; or
 - it is required by law or for the purposes of law enforcement.
25. Where the results of a matching of personal information may lead to a denial, termination, suspension or reduction of a benefit, entitlement or other assistance, the ministry shall:
- verify or ensure the accuracy of the results of the matching exercise in a manner that is independent of the matching system;
 - provide notice to the individual affected by the matching exercise; and

- allow the affected individual to challenge or respond to the results of the matching exercise.
26. The process referred to in section 25 must be documented and approved by the responsible Assistant Deputy Minister or equivalent.
27. Sections 25 and 26 do not apply where a substantially similar process is established in relation to a program by statute or regulation.
28. For greater clarity, the following activities are not considered to be a matching of personal information for the purpose of this policy:
- a matching of information that is not personal information;
 - a matching of personal information to ensure the information is accurate or current or to correct and update personal information or to reconcile financial information;
 - a matching or consolidation of information collected for the same purpose to administer a specific program;
 - a matching of personal information as part of an audit, evaluation or review of a program, where the information is not used to identify matters of interest or to make decisions about the individuals to whom the matched information relates;
 - a matching of anonymized or pseudonymized personal information for research, statistical or evaluation purposes where adequate safeguards are implemented to prevent re-identification of the individuals to whom the information relates; and
 - a matching that involves only personal information that is collected for the purpose of creating a record that is publicly available.

Contracting for Services

29. A contract for service with an external service provider involving personal information shall at a minimum provide:
- for the retention of control by the contracting ministry over personal information transferred to the service provider;
 - for compliance by the service provider with applicable sections of Part III of the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations;

- for the training of service provider staff and management who have access to personal information commensurate with the sensitivity of that information, and (where considered necessary) for the designation of a privacy officer by the service provider;
- for the safeguarding by the service provider of personal information in accordance with the corporate policy;
- for the return to the contracting ministry or the secure destruction of personal information in accordance with applicable procedures by the service provider during or on termination of the contract;
- for compliance by the service provider with any other section of this policy or with any other applicable policy or guideline; and
- for discretionary or periodic auditing of the service provider (or other compliance monitoring arrangement) for compliance with this section.

Information Sharing

30. Information sharing is the disclosure of personal information (including sale) for a specific purpose, by the institution that collected the information, to another institution, to another government, to a person or group of persons or to an external organization.
31. Information sharing must be authorized under the Freedom of Information and Protection of Privacy Act, 1990, or other statute.
32. An information sharing agreement must be approved by the disclosing and receiving organizations prior to the disclosure taking place.
33. Approval of an information sharing agreement means approval in writing of at least the business owner of the personal information in the disclosing organization and of the business owner (or equivalent) receiving the information in the receiving organization.
34. An information sharing agreement shall at a minimum specify:
 - the purpose and scope of the information sharing exercise;
 - the legal authority for the information sharing exercise, including the authority to disclose and indirectly collect personal information, respectively;
 - the personal information to be shared;

- the use or uses of the personal information by the organization receiving the information;
 - unless there is an exemption for notice of collection or a waiver of notice has been obtained, how notice requirements will be addressed by both the originating and receiving organizations;
 - the method for sharing information, including the medium or means of exchange of information between organizations;
 - how the receiving organization will ensure accuracy and security of the personal information once received; and
 - the duration of the information sharing agreement and the disposition of exchanged personal information during and on termination of the agreement.
35. For greater clarity, sections 31-33 do not apply to the sharing of anonymized or pseudonymized personal information where adequate safeguards are implemented to prevent re-identification of the individuals to whom the information relates.

Consultation with Information, Privacy and Archives Division

36. A business owner (or privacy officer where one has been appointed) shall consult with Information, Privacy and Archives Division:
- on any proposed amendment to a statute or regulation that affects the Freedom of Information and Protection of Privacy Act, 1990, or the Municipal Freedom of Information and Protection of Privacy Act, 1990, within a reasonable period of time prior to their consideration by Cabinet;
 - except where section 27 applies, on a proposed matching of personal information, within a reasonable period of time prior to the execution of the matching; and
 - on any matter with significant implications for individual privacy or the protection of personal information.

Internet Communications

37. A link to a corporate privacy statement shall be available from every public-facing government Internet page and shall include at a minimum:
- a general description of the information collected when an individual visits a government Internet page and how this information is used;
 - a statement that government Internet pages may embed third-party pages, content or components, and that such third-party pages, content or components, if selected by the user, may not be subject to the same statutory privacy protections as government pages;
 - suggestions (or a link to information) on how an individual can further protect on-line activities through practices and settings; and
 - whom the individual might contact for further information.
38. Information stored in or forming part of server access logs or Internet traffic monitoring data, including Internet protocol addresses, shall not be used to track, identify or locate individuals unless required by law or for the purposes of law enforcement.
39. Section 38 does not apply to the administration of a service or transactional relationship through an identification and authentication scheme, or to development, with user consent, of a related service history or profile.
40. Interactive on-line communication with government (such as forums, bulletin boards or consultations) shall be monitored and require participants to consent to a terms of use that at a minimum:
- caution against improper use of the interactive communication and of loss of privileges in event of improper use;
 - caution against the posting of personal information by participants about themselves beyond views and opinions on the subject of the interactive communication;
 - instruct users not to post personal information about another identifiable individual or individuals; and
 - require users to accept the terms of use before the user is able to participate in the interactive communication.

41. Where a government Internet page uses an embedded third-party site, content or component, a clear indication shall be given on the page that such third-party site, content or component belongs to a third party and is not part of the government page.
42. Sections 37-41 apply with necessary modification to any Internet communication by or on behalf of government, including but not limited to Internet sites, services, applications and public messaging.

ACCOUNTABILITIES

43. Business owners are accountable to ministry Heads for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and that programs comply with this policy.

RESPONSIBILITIES

44. Privacy officers, where they have been appointed, are responsible for ensuring that personal information is collected, used, disclosed and otherwise managed in accordance with the Freedom of Information and Protection of Privacy Act, 1990, and associated regulations, and that programs comply with this policy.
45. The Chief Privacy Officer and Archivist of Ontario is responsible for the periodic review of this policy, for providing training on the policy, for developing a corporate privacy statement for government Internet pages, and for issuing guidelines or best practices to promote proper implementation of the policy.

APPENDICES

46. Guidelines and best practices associated with this policy and issued by the Chief Privacy Officer and Archivist of Ontario, and relevant standards issued by a standard-setting authority, shall be listed in an appendix to this policy, and said appendix may be revised as needed by the Chief Privacy Officer and Archivist of Ontario without approval of the Minister of Government Services.

CONTACT INFORMATION

Policy and Planning Branch
Information, Privacy and Archives
Ministry of Government Services

APPENDIX – LIST OF ASSOCIATED GUIDELINES

Guidelines associated with this policy are under development.

The following guidance documents were developed and made available prior to the development of this policy, are under review and will be superseded by the new guidelines. However, they remain relevant and helpful.

[Guide and Checklist for Managing Personal Information, 2008](#)

[Guidelines for Protection of Information When Contracting for Services, 2008](#)

[Publication of Conviction Information About Individuals, 2008](#)

[Taking the Right Steps – A Guide to managing Privacy and Privacy Breaches, 2007](#)

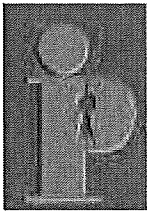
These guidance documents, and other useful publications, can be obtained from the Resource Center page of Policy and Planning Branch, Information, Privacy and Archives Division, Ministry of Government Services.

<https://intra.sse.gov.on.ca/inetwork/resourcecentre/Pages/subject.aspx>

APPENDIX “B-3”

**“IPC PRACTICES NO. 26: SAFE AND SECURE
DISPOSAL PROCEDURES FOR MUNICIPAL INSTITUTIONS”**

SEE ATTACHED



NUMBER 26
REVISED SEPTEMBER 1998



IPC Practices

PUTTING ONTARIO'S INFORMATION AND PRIVACY LEGISLATION TO WORK
INFORMATION AND PRIVACY COMMISSIONER/ONTARIO
ANN CAVOUKIAN, Ph.D., COMMISSIONER

Safe and Secure Disposal Procedures for Municipal Institutions

All organizations should dispose of personal information in a safe and secure way when it is no longer needed. While provincial government organizations have been provided with guidance on this through Regulations and Directives, municipal organizations have not. This issue of IPC Practices offers guidance and practical suggestions on how municipal organizations can dispose of personal information in a safe and secure manner.

Background

To prevent unauthorized parties from accessing personal data, it is important to use care in the disposal and destruction of personal information.

Section 40(4) combined with Regulation 459 of the provincial *Freedom of Information and Protection of Privacy Act* (the provincial *Act*) deals with the disposal of personal information. Section 4(1) of Regulation 459 states:

Every head shall ensure that all reasonable steps are taken to protect the security and confidentiality of personal information that is to be destroyed, including protecting its security and confidentiality during its storage, transportation, handling and destruction.

Section 4(3) goes on to state:

In determining whether all reasonable steps are taken under subsection (1) or (2), the head shall consider the nature of the personal information to be destroyed or transferred.

Section 6 deals with the need for provincial organizations to keep a record of what personal information has been destroyed and states:

- 1) Every head of an institution shall ensure that the institution maintains a disposal record setting out what personal information has been destroyed or transferred to the Archives and the date of that destruction or transfer.
- 2) The head shall ensure that the disposal record maintained under subsection (1) does not contain personal information.

Section 30(4) of the *Municipal Freedom of Information and Protection of Privacy Act* (the municipal *Act*) deals with the disposal of personal information and states:

A head shall dispose of personal information under the control of the institution in accordance with the regulations.

Unlike the provincial *Act*, there are no equivalent regulations pursuant to section 30(4) of the municipal *Act*.

Thus, we have developed the following procedures to assist municipal organizations with the disposal of records.



Recommended Procedures

Preparing disposal record

A disposal record is a list indicating what records have been destroyed, when, by whom, and using what method of destruction. Records that have been kept or archived may also be tracked. It could be a simple list on paper, or part of an electronic records management system.

The disposal record applies to both paper and electronic (computer and video) records, and must not contain personal information. Referring to the record "type" rather than the contents of the record will help you avoid this. For example, "1992 Home Visits" would be an acceptable entry on the disposal record, however, "Home Visits: John Doe" would not. See sample on next page.

Obtaining authorization from the Head

For record keeping purposes, you can obtain authorization from the Head before destroying records.

Disposing of records safely and securely

Some records containing sensitive personal information should be destroyed on-site, while others may be taken off-site for destruction. Whatever method is used, it is important that proper steps be taken to ensure that personal information on all storage media (paper, electronic and video) cannot later be used or reconstructed.

Paper records containing personal information should be shredded, not simply thrown out with regular garbage or general records.

For electronic records, care must be taken because utility programs can be used to reconstruct the deleted information. Furthermore, erasing or reformatting computer disks or personal computers with hard drives that once contained personal information is not enough. Using a utility such as Norton Utilities, PC Tools, or a recent version of the operating system will remove all data from the medium so that it cannot be reconstructed.

Similarly, video tapes containing personal information should be physically destroyed — not thrown out with the regular garbage. Overwriting a video tape that contains personal information with non-personal information will remove the previous images, but this should

be done on the premises by authorized staff. For more information, please refer to *IPC Practices, Number 10 — Video Surveillance: The Privacy Implications*.

Finally, when records are destroyed by an outside agency, the privacy provisions of the *Acts* should be observed. It is a good idea to have a formally signed contract or agreement outlining these provisions and addressing the need for security, confidentiality, and the disposal method that will be used.

Retaining records of historic value

While some records containing personal information have only temporary value and may be destroyed after the retention period has expired, others should be preserved or archived for future generations.

You may wish to consult other sources, such as *RIM* (Recorded Information Management). These fact sheets published by the Archives of Ontario provide tips on good records-management practices that can help you determine how to deal with maintaining records of historic value. These are available from the office of the Archives of Ontario, 6th Floor, 77 Grenville Street, Toronto, Ontario, M5S 1B3, (416) 327-1600.

Ensuring employee awareness and training

Staff should understand the importance of and the best ways to safely and securely dispose of records. Establishing training and awareness sessions about the handling and use of personal information, including privacy and disposal, is a good start.

Conclusion

It is to the advantage of every government organization to ensure that personal information is protected during the disposal process. Once an individual's privacy is lost, there is no recovering it. Inadvertent disclosures of personal information can lead to public embarrassment for the organization, as well as costly investigations and other consequences that could have been avoided. The Information and Privacy Commissioner/Ontario hopes that you will be able to use the suggestions outlined in this *IPC Practices* as a framework for enhancing or developing your own disposal policies and procedures.



SAMPLE DISPOSAL RECORD

WR Organization Disposal Record

Department: Administration — Facilities Unit

Date Completed: December 15, 1996

Completed By: John Doe

Records Schedule Cross-Reference	Particulars (Do not include Personal Information)	Transferred to Archives		Date	Manner of Disposal	
		Y	✓N		✓ Shredded Erased	Incinerated Re-recorded
HR - 123	HR Files - A to Z (1989-1992) Resumes, interviews, references, evaluations, notes.	Y	✓N	Nov 15 '96	✓ Shredded Erased	Incinerated Re-recorded
SEC - 684	Video Tapes of Main Entrance and Loading Dock (Feb 1995-Sept 1996)	Y	✓N	Dec 1 '96	Shredded Erased	Incinerated ✓ Re-recorded
INS - A - 876	Health Inspection Reports - Facilities (1993-1994) Written reports and computer printouts.	Y	✓N	Dec 5 '96	✓ Shredded Erased	Incinerated Re-recorded
TREAS - AP/AR	Correspondence re: Payables, Receivables and letters of notice. Paper Files (1993-1994)	Y	✓N	Dec 5 '96	✓ Shredded Erased	Incinerated Re-recorded
TREAS - AP/AR	Correspondence re: Payables and Receivables and letters of notice. Computer Disks and Backups (1993-1994)	Y	✓N	Dec 15 '96	Shredded ✓ Erased	Incinerated Re-recorded

IPC Practices

is published regularly by the **Office of the
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If you have any comments regarding this publication, wish to advise of a change of address or be added to the mailing list, contact:

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APPENDIX “C”

DESIGNATED OFFICIALS

“C-1”

MHO DESIGNATED OFFICIAL

Director, Housing Programs Branch
Ministry of Housing
777 Bay St, 14th Floor
Toronto ON M5G 2E5
Telephone: 416-585-7021
Fax: 416-585-6588

“C-2”

SERVICE MANAGER DESIGNATED OFFICIAL

Dave Purdy, Manager, Housing Services
Housing, Social Services & Dearness
City of London
355 Wellington St. Suite 248 2nd Floor
London ON N6A 3N7
Telephone: 519-661-2489 ext. 5596
Fax: 519-661-4466
dpurdy@london.ca

“C-3”

MOF DESIGNATED OFFICIAL

Director
Account Management and Collections Branch
33 King St. W., 6th Floor
Oshawa, ON L1H 8H5

APPENDIX “D”

OFFICIALS WHO ARE AUTHORIZED TO ACCESS PERSONAL INFORMATION.

“D-1” MHO OFFICIALS

1. Persons working in the Housing Programs Branch, the Housing Funding and Risk Management Branch, the relevant Municipal Services Office and in the Assistant Deputy Minister’s Office.

“D-2”

SERVICE MANAGER OFFICIALS

1. Persons working within the Housing Division at the Corporation of the City of London

“D-3” MOF OFFICIALS

1. Persons working in the Account Management and Collections Branch of the Tax Compliance and Benefits Division.

APPENDIX “E”

STATUTORY AUTHORITIES

1. Order in Council 1206/2016 and subsection 4(2) of the *Ministry of Municipal Affairs and Housing Act* authorizes the Minister of Housing to take such measures as he or she considers appropriate to implement any housing policy or program, including entering into any agreements for such purpose with any person.
2. Section 13(1) of the *Housing Services Act, 2011* (“HSA”) provides that a service manager may establish, administer and fund housing and homelessness programs and services.
3. Section 31 of MFIPPA allows the Service Manager to disclose PI to MHO with the consent of the applicant about whom the information relates, or for the purpose for which it was obtained or compiled or for a consistent purpose.
4. Section 42(1) of FIPPA allows MHO to provide PI to MOF and the Service Manager, with the consent of the applicant about whom the information relates, or for the purpose for which it was obtained or compiled or for a consistent purpose.
5. Section 39(1) of FIPPA and section 29(1) of MFIPPA respectively allow MOF to collect the PI indirectly from MHO, and allow the Service Manager to collect the PI indirectly from MHO, in each case, with the consent of the applicant about whom the information relates.
6. MOF on behalf of MHO will obtain from all Applicants signed consents:
 - (i) permitting MOF on behalf of MHO to disclose PI contained in and accompanying the Application Form to MHO, ServiceOntario, the Canada Revenue Agency (CRA) and the Applicant’s Service Manager for the purpose of administering the Program and permitting the collection, use, and sharing of this PI by these parties; and
 - (ii) permitting the Applicant’s Service Manager to disclose PI under its custody and control including information that it compiles (including income information) to MOF, MHO, and/or ServiceOntario for use in connection with administering the Program and permitting the collection, use and sharing of this PI (other than tax information) by these parties.
7. Order in Council (O.C. 1568/2011) of December 7, 2011 assigns the functions, responsibilities and programs that had been previously carried out by the Ministry of Revenue to the Ministry of Finance;
8. Subsection 11(1) of the *Ministry of Revenue Act* (the “MOR Act”) authorizes the minister to enter into agreements and provide services to another Ontario Ministry or any public body for the administration of a government assistance program;

9. MHO and MOF are parties to a Memorandum of Understanding effective April 1, 2018 under which MOF will provide services to MHO to assist MHO in the administration of the Program.
10. Subsection 11(4) of the MOR Act authorizes an employee of the other Ministry or public body to disclose to an employee of MOF such information as MOF may require, and authorizes an employee of MOF to disclose to an employee of the other Ministry or public body any information to which the employee of MOF has access that relates to an individual seeking or receiving assistance under the program;
11. Subsection 11(6) of the MOR Act requires that the information received be collected, used and disclosed:
 - (a) in the case of MOF, only for the purposes related to the provision of the services; and
 - (b) in the case of the other Ministry or public body, only for purposes related to the provision of a government assistance program.
12. The HSA permits a Service Manager to enter into an agreement with an Ontario ministry for the collection, use and disclosure of information and may disclose personal information collected for the purpose of administering the HSA (e.g. special priority category status) to that ministry if the disclosure is made in accordance with the agreement and the ministry agrees to use the information only for the administration of a social benefit program. The Service Manager may also collect personal information from the ministry if the collection is made in accordance with the agreement.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	CATHY SAUNDERS CITY CLERK
SUBJECT	REQUESTED AMENDMENTS TO THE TERMS OF REFERENCE FOR THE ACCESSIBILITY ADVISORY COMMITTEE

RECOMMENDATION

That, on the recommendation of the City Clerk, with the concurrence of the Specialist I, Municipal Policy (AODA), the attached proposed revised Terms of Reference (Appendix “B”) for the Accessibility Advisory Committee BE APPROVED.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

None.

BACKGROUND

On March 1, 2016 Municipal Council resolved:

- “b) the following matters with respect to the Terms of Reference for the Accessibility Advisory Committee (ACCAC) BE REFERRED to the City Clerk to review and report back to a future meeting of the Community and Protective Services Committee with a recommendation with respect to the proposed changes being recommended by the ACCAC to the Committee’s Terms of Reference:
 - i) the Municipal Council BE ADVISED that the ACCAC supports the attached revised proposed amendment to its Terms of Reference; and
 - ii) the City Clerk BE DIRECTED to amend the ACCAC Terms of Reference in accordance with the amendments noted in part b)i);”.

Attached as Appendix “A” to this report, is a summary of the proposed revisions to the above-noted Terms of Reference as recommended by the Accessibility Advisory Committee (ACCAC), and staff’s response to ACCAC’s proposed revisions.

The attached Appendix “B” is the draft proposed revised Terms of Reference which incorporates those recommended changes from the ACCAC that are supported by staff.

CONCURRED BY:	PREPARED AND RECOMMENDED BY:
CHANTEL DA SILVA SPECIALIST I, MUNICIPAL POLICY (AODA)	CATHY SAUNDERS CITY CLERK

APPENDIX “A”

Summary of Accessibility Advisory Committee Proposed Changes to Terms of Reference and Staff Response

Role

ACCAC proposed to remove the following words: “While it is the legislative mandate of the Municipal Council to make the final decisions on all matters that affect the Municipality”

Staff Response

This proposed change is not recommended. This wording is contained in the Municipal Council’s “General Policy for Advisory Committees” and applies to all Advisory Committees. The purpose of the sentence is to clarify the role of Advisory Committees in a consistent manner. Every Advisory Committee has this statement in their terms of reference.

Definitions

ACCAC proposed to change legislation reference from *Ontarians With Disabilities Act, 2001 (ODA 2001)* to *Accessibility for Ontarians with Disabilities Act (AODA 2005)*.

Staff Response

Staff recommends maintaining the reference to the *Ontarians with Disabilities Act, 2001 (ODA 2001)* until such a time it is fully repealed and also recommends including the proposal from ACCAC to reference the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA 2005)* and regulations.

Mandate

ACCAC proposed to change the paragraph below to read as follows:

“The mandate of the Accessibility Advisory Committee (ACCAC) is to develop an awareness and understanding of issues and concerns of all citizens of the City of London, including persons with disabilities to identify, prevent and remove barriers with the goal to improving the quality of life for those with disabilities

The Accessibility Advisory Committee reports to Municipal Council, through the Community and Protective Services Committee. The Accessibility Advisory Committee is responsible for the following:”

Staff Response

Staff recommends maintaining the current Mandate wording, with some modifications in response to the recommendation of the ACCAC and accepts the correction of the Standing Committee name to the Community and Protective Services Committee. The *Accessibility for Ontarians with Disabilities Act (AODA 2005)*, specifically O. Reg. 191/11, sets out the duties and matters that municipalities must consult their Accessibility Advisory Committees on. The wording below is recommended by staff:

“The Accessibility Advisory Committee (ACCAC) shall advise and assist “the organizations” in promoting and facilitating a barrier-free London for citizens of all abilities (universal accessibility). This aim shall be achieved through the review of municipal policies, programs and services, which may include the development of means by which an awareness and understanding of matters of concern can be brought forward and the identification, removal and prevention of barriers faced by persons with disabilities, and any other functions prescribed under the *Ontarians with Disabilities Act, 2001 (ODA 2001)*, *Accessibility for Ontarians with Disabilities Act, 2005 (AODA 2005)* and regulations.

The Accessibility Advisory Committee reports to Municipal Council, through the Community and Protective Services Committee. The Accessibility Advisory Committee is responsible for the following:”

Duties

ACCAC proposed change to legislation reference from *Ontarians With Disabilities Act, 2001 (ODA 2001)* to *Accessibility for Ontarians with Disabilities Act (AODA 2005)* and update the required duties associated with the Act.

Staff Response

Staff supports the suggested amendment and recommends that the Terms of Reference be amended to reflect the change to *Accessibility for Ontarians with Disabilities Act, 2005 (AODA 2005)* and regulations. The section of the *Ontarians with Disabilities Act, 2001 (ODA 2001)* that historically prescribed the duties of the municipal Accessibility Advisory Committee was repealed in 2015 as those requirements were adopted by the *Accessibility for Ontarians with Disabilities Act, 2005*, Part VII section 29. The Duties section has been updated to include the role of consulting on specific matters as prescribed under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA 2005)*.

Duties

ACCAC proposed to remove the following section from the “Duties” listed in the Terms of Reference:

- “(a) participating in the annual development and/or refinement of “the organizations” Accessibility Plan(s) which are intended to improve the quality of life for all Londoners, including persons with disabilities;”

Staff Response

Staff does not support the removal of section (a) from the list of “Duties” as this is a legislative role of the Accessibility Advisory Committee. Staff is however supportive of the following modified wording:

- “(a) participating in the development and/or refinement of the City of London’s Multi-Year Accessibility Plan, which outlines the City of London’s strategy to prevent and remove barriers for persons with disabilities;”

Duties

ACCAC proposed change to add the following additional duty:

“advise Council on transportation issues, including conventional transit, specialized transit (Para-Transit) and taxi services related to measures to enable barrier-free access for persons with disabilities;”

Staff Response

Staff believes that the above-noted proposal is currently contained in the Terms of Reference under section (h) under “Other Duties”. Section (h) reads as follows:

- “(h) advising “the organizations” on universal transportation issues and how to enable barrier-free access for persons with disabilities. Issues related to universally accessible forms of transportation, conventional transit and taxi services, specialized services such as Para-transit, sidewalk design (curb cuts), traffic signalization, etc. shall be considered;”

Duties

ACCAC proposed change to add the following additional duty:

“may advise council on any issues which relate to the prevention or risk reduction of acquired disabilities;”

Staff Response

Staff does not support the proposed additional duty related to “prevention or risk prevention of acquired disabilities as the legislation does not set this out as the role of the Accessibility Advisory Committee. This would not however restrict Municipal Council for seeking advice on a specific matter should they wish to do so.

Composition

ACCAC proposed to change the paragraph below to read as follows:

Voting Members

- “a majority of the members (minimum 7) shall be persons with disabilities. The Committee members shall be representative of gender, ethnicity and different types of visible and invisible disabilities wherever possible; and noted in the "ODA 2001" such as persons with physical (visual, speech, hearing, deaf, brain injury, use of a wheelchair); cognitive (intellectual impairments); perceptual (learning disability) and mental health disabilities; and”

Staff Response

Staff recommends deleting any references to specific types of disabilities as the definition of ‘disability’ is provided within the Terms of Reference. This definition is consistent with the AODA and *Ontario Human Rights Code*.

Staff is supportive of the following modified wording:

“a majority of the members (minimum of 7) shall be persons with disabilities as required under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA 2005)*. The Committee members shall be representative of gender, ethnicity and diverse types of disabilities, wherever possible.”

Non-Voting Resource Group

ACCAC proposed updating *Ontarians with Disabilities Act (ODA) Regional Committee* to *Accessibility for Ontarians with Disabilities Act (AODA 2005) Regional Committee*

ACCAC proposed the removal of the following: One representative from the Association for the Elimination of Hate

ACCAC proposed the addition of the following: One representative from the Multicultural or New Comers to Canada sector

Staff Response

Staff is supportive of the above-noted proposed amendments.

Staff Resources at Sub-committees and Working Groups

ACCAC proposed the Terms of Reference be amended to provide for staff support at subcommittee meetings.

Staff Response

Staff is not supportive of this request. Sub-committees and Working Groups are not decision-making bodies, but rather provide recommendations to the Accessibility Advisory Committee for its consideration. As indicated in the “General Policy for Advisory Committees”, staff support is determined by the Managing Director, with the City Clerk’s Office providing support to the Accessibility Advisory Committee, not Sub-committees or Working Groups. Furthermore, there are not sufficient resources to do so.

APPENDIX “B”

Accessibility Advisory Committee Terms of Reference

Role

While it is the legislative mandate of the Municipal Council to make the final decision on all matters that affect the Municipality, the role of an advisory committee is to provide recommendations, advice and information to the Municipal Council on those specialized matters which relate to the purpose of the advisory committee, to facilitate public input to City Council on programs and ideas and to assist in enhancing the quality of life of the community, in keeping with the Municipal Council's Strategic Plan principles. Advisory committees shall conduct themselves in keeping with the policies set by the Municipal Council pertaining to advisory committees, and also in keeping with the Council Procedure By-law.

Definitions

"the organizations" refers to:

- the City of London and may refer to the City's Agencies, Boards and Commissions, to be determined subject to the *Ontarians with Disabilities Act, 2001* (ODA 2001) and the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA 2005) and its regulations. It is intended that the Accessibility Advisory Committee shall advise comprehensively upon issues for a barrier-free London which may entail forwarding recommendations to the City's Agencies, Boards and Commissions and/or other outside organizations;

"barrier" means:

- anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, an architectural barrier, an information or communication barrier, an attitudinal barrier, a technological barrier, a policy or a practice ("obstacle");

"disability" means:

- any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
- a condition of mental impairment or a developmental disability;
- a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
- a mental disorder; or
- an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*; ("handicap").

Mandate

The Accessibility Advisory Committee (ACCAC) shall advise and assist "the organizations" in promoting and facilitating a barrier-free London for citizens of all abilities (universal accessibility). This aim shall be achieved through the review of municipal policies, programs and services, which may include the development of means by which an awareness and understanding of matters of concern can be brought forward and the identification, removal and prevention of barriers faced by persons with disabilities, and any other functions prescribed under the *Ontarians with Disabilities Act, 2001* (ODA 2001), *Accessibility for Ontarians with Disabilities Act, 2005* (AODA 2005) and regulations.

The Accessibility Advisory Committee reports to Municipal Council, through the Community and Protective Services Committee. The Accessibility Advisory Committee is responsible for the following:

Duties Required by the Accessibility for Ontarians with Disabilities Act, 2005 (AODA 2005)

- (a) participating in the development and/or refinement of the City of London's Multi-Year Accessibility Plan, which outlines the City of London's strategy to prevent and remove barriers for persons with disabilities;
- (b) advising the City of London on the implementation and effectiveness of the City's Multi-Year Accessibility Plan to ensure that it addresses the identification, removal and prevention of barriers to persons with disabilities in the City of London's by-laws, and all its policies, programs, practices and services;
- (c) selecting and reviewing in a timely manner the site plans and drawings for new development, described in section 41 of the *Planning Act*;
- (d) reviewing and monitoring existing and proposed procurement policies of the City of London the purpose of providing advice with respect to the accessibility for persons with disabilities to the goods or services being procured;
- (e) reviewing access for persons with disabilities to buildings, structures and premises (or parts thereof) that the City purchases, constructs, significantly renovates, leases, or funds for compliance with the City of London's Accessibility Design Standards (FADS);
- (f) Consulting on specific matters as prescribed under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA 2005)

Other Duties

- (g) advising "the organizations" on issues and concerns (barriers) faced by persons with disabilities and the means by which "the organizations" may work towards the elimination of these barriers;
- (h) advising "the organizations" on universal transportation issues and how to enable barrier-free access for persons with disabilities. Issues related to universally accessible forms of transportation, conventional transit and taxi services, specialized services such as Para-transit, sidewalk design (curb cuts), traffic signalization, etc. shall be considered;
- (i) advising, consulting and reporting findings and recommendations to "the organizations" on matters related to the status of persons with disabilities. The Committee shall be informed on matters of government policy (municipal, provincial or federal) affecting persons with disabilities and shall inform "the organizations" about the impact of these policies on London;
- (j) annually reviewing and recommending changes to The City of London's Facility Accessibility Design Standards (FADS);
- (k) reviewing and making recommendations on barriers faced by persons with disabilities to existing facilities owned, leased, or operated (in full or part) by the City of London;
- (l) reviewing public works policies and standards (sidewalks, snow removal, etc.) and advising "the organizations" on the accessibility for persons with disabilities;
- (m) coordinating the immediate and ongoing dissemination of information in various formats to the disabled community, etc. and to the public at large regarding issues faced by persons with all types of disabilities and regarding the work undertaken by the Accessibility Advisory Committee; and
- (n) supporting, encouraging and being an ongoing resource to "the organizations", individuals, agencies and the business community by educating and building community awareness about measures (such as the availability of employment, leisure and educational choices) for improving the quality of life for persons with disabilities, through the removal of physical barriers, incorporation of universal design standards, and education to overcome attitudinal barriers to make London an accessible, livable City for all people.

Composition

Voting Members

A maximum of thirteen members consisting of:

- a majority of the members (minimum 7) shall be persons with disabilities as required under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA 2005)*. The Committee members shall be representative of gender, ethnicity and diverse types of disabilities wherever possible; and
- a maximum of six members who may have a disability:
 - one member (parent) representing children with disabilities; and
 - five members at large, interested in issues related to persons with disabilities

Non-Voting Resource Group

Members from each of the following specific sector organizations;

- Two representatives from the Boards of Education
- One representative from the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA 2005) Regional Committee
- One representative from the Employment Sector
- One representative from the seniors' community of London
- One representative from the housing and development sector
- One Health Care or Wellness Practitioner
- One representative from the Multicultural or New Comers to Canada sector
- One representative from Mental Health Sector
- One Post-Secondary Student Representative

Staff Resources

- Policy Analyst
- Facilities Planning
- Environmental and Engineering Services Department
- Housing Division
- Purchasing Division
- Recreation Division
- Dearness Services
- Building Division

Sub-committees and Working Groups

The Advisory Committee may form sub-committees and working groups as may be necessary to address specific issues; it being noted that the City Clerk's office does not provide secretariat support to these groups. These sub-committees and working groups shall draw upon members from the Advisory Committee as well as outside resource members as deemed necessary. The Chair of a sub-committee and/or working group shall be a voting member of the Advisory Committee.

Term of Office

Appointments to advisory committees shall, in all but one case, be for a four-year term, commencing March 1 of the first year of a Council term and ending on February 28 or, in the case of a leap year, February 29 of the first year of the following Council term. In the case of the Non-Voting Post-Secondary Student Member, the term shall be for one year, commencing March 1 of each year and ending on February 28 or, in the case of a leap year, February 29 of the following year.

Appointment Policies

Appointments shall be in keeping with Council Policy. Non-voting Post-Secondary Student Members shall be cooperatively nominated by the Fanshawe Student Union and the University Students' Council, Western University.

Qualifications

Each voting member of the Committee is an independent representative to the Committee and does not represent the concerns of only one disability or group. The members of this Committee shall work together for the purpose of developing a common approach which is reasonable and practical.

Members shall be chosen for their special expertise, experience, dedication and commitment to the mandate of the Committee in promoting and facilitating a barrier-free London to persons of all abilities. Non-voting representatives from local resource groups shall be members or employees of the organization they represent. Non-voting Post-Secondary Students shall be current students at either Fanshawe College, Western University, Brescia University College, Huron University College or King's University College.

Conduct

The conduct of Advisory Committee members shall be in keeping with Council Policy.

Meetings

Meetings shall be once monthly at a date and time set by the City Clerk in consultation with the advisory committee. Length of meetings shall vary depending on the agenda. Meetings of working groups that have been formed by the Advisory Committee may meet at any time and at any location and are in addition to the regular meetings of the Advisory Committee.

Remuneration

Advisory committee members shall serve without remuneration.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	ROSANNA WILCOX DIRECTOR OF COMMUNITY AND ECONOMIC INNOVATION
SUBJECT:	SOURCE OF FINANCING FOR THE SIMCOE SCHOOL WWI MEMORIAL RESTORATION

RECOMMENDATION

That, on the recommendation of the Director, Community and Economic Innovation, the financing for the Simcoe School WWI Memorial Restoration Project **BE APPROVED** as set out in the Sources of Financing Report attached as Appendix "A".

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- There are no previous reports pertinent to this matter.
- January 11, 2017 - An information presentation was given to the London Advisory Committee for Heritage (LACH) on behalf of the Culture Office about the research conducted by Rachel Pennington of the London Heritage Council.

BACKGROUND

Purpose

This report is submitted to seek Council approval of the Sources of Financing of the Simcoe School WWI Memorial Restoration Project from the Culture Office's Public Art/Monument Acquisition Reserve Fund.

Context

The Simcoe School WWI Memorial, located in the SoHo neighbourhood of London, at 241 Simcoe St., commemorates former students of Simcoe School (also known as Governor Simcoe School) who died while serving for the Canadian Armed Forces in WWI. The Memorial was originally located in front of the school across the street, but when the school was demolished in 1976, it was moved across the street to its present location on Simcoe St.

The Culture Office, together with its community partner the London Heritage Council, conducted extensive research and community consultation in 2016 about the Simcoe School WWI Memorial, its City ownership, condition, and potential future locations, noting that many Londoners felt that the memorial had been forgotten and was not being maintained in its current location. The Culture Office held a public meeting at Goodwill Industries on January 19, 2017 to hear from the public about whether or not they believed that the Memorial should remain in the SoHo community. The London Advisory Committee for Heritage (LACH) was also consulted at their meeting held on January 11, 2017. Afterwards the City of London Site Selection Team (as per the City's Public Art/Monument Policy/Program) reviewed the public input about various potential alternative locations and determined that the Memorial should stay in the SoHo area and be situated back across the street where the Simcoe School originally stood as a respected permanent placement.

The Culture Office, working with the City's Facilities Division, has had the Memorial assessed by our Public Art/Monument Conservator, *Conservation of Sculptures, Monuments and Objects (CSMO)*. The CSMO has advised the Culture Office that *"if the monument is not moved to a more secure foundation, it will continue to shift. This creates concern not only for the structure itself, but also for the public as the instability poses a safety concern"*.

The SoHo Community Association heard a presentation about the proposed design from Lisa McNiven, Landscape Architect of Parks Planning and Open Space Design at their monthly meeting in May 2018. The new location is on public land and the proposed design, which uses the existing plantings, has been reviewed and agreed to by Goodwill Industries, the adjacent property owner. The SoHo Community Association has provided a Letter of Support for the relocation of the Memorial to this location attached as Appendix "B". They would like to have the Memorial moved to its new location in time for the commemoration of the 100th Anniversary of the Armistice of WWI taking place on November 11, 2018.

Financial Implications

The CSMO 2018 Conservation Treatment Proposal for the Simcoe School WWI Memorial Restoration Project, attached as Appendix "C", outlines the Monument Conservator fee for the conservation treatment of the Memorial, which includes relocation to the new site. The breakdown of the proposed budget based on this proposal is as follows:

Conservator Fee	\$18,700.00 + HST
Contingency	\$ 1,500.00
Site restoration for existing location	\$ 1,500.00
Road closure	<u>\$ 3,000.00</u>
Move Total	\$25,000.00

The Parkette Design (which includes the creation of concrete pads, banding and walkway, bench and general site work) is estimated at - \$17,000

	\$25,000.00
	<u>\$17,000.00</u>
The overall proposed budget is	\$42,000.00

The financing of the Simcoe School WWI Memorial Restoration Project can be accommodated within the Public Art/Monument Acquisition Reserve Fund, as set out in the Sources of Financing Report attached as Appendix "A".

SUBMITTED BY:	RECOMMENDED BY:
ROBIN ARMISTEAD MANAGER OF CULTURE	ROSANNA WILCOX DIRECTOR, COMMUNITY & ECONOMIC INNOVATION

- c: Angela Lukach, President SoHo Community Association
- Bart Talkowski, Project Manager, Construction Goodwill Industries, Ontario Great Lakes
- Garrett Rodman, Acting Executive Director, London Heritage Council
- Daryl Diegel, Supervisor, Facilities Design and Construction
- Jeff Bruin, Manager, Planning Services, Parks and Open Space Design
- Lisa McNiven, Landscape Architect, Parks and Open Space Design

APPENDIX 'A'

Chair and Members
Community and Protective Services Committee

#18113
June 18, 2018
(Establish Budget)

**RE: Simcoe School WWI Memorial Restoration
(Subledger PK180018)
Capital Project GG1667 - Simcoe School WWI Memorial Restoration**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project, although not included in the Capital Budget, can be accommodated with a drawdown from the Public Art Acquisition Reserve Fund and that, subject to the adoption of the recommendations of the Director, Community and Economic Innovation, the detailed source of financing for this project would be:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>This Submission</u>	<u>Revised Budget</u>
Construction	\$0	\$42,000	\$42,000
NET ESTIMATED EXPENDITURES	<u>\$0</u>	<u>\$42,000</u>	<u>\$42,000</u>
<u>SOURCE OF FINANCING:</u>			
Drawdown from Public Art Acquisition R.F.	\$0	\$42,000	\$42,000
TOTAL FINANCING	<u>\$0</u>	<u>\$42,000</u>	<u>\$42,000</u>

- 1) The required funding is available as a drawdown from the Public Art Acquisition Reserve Fund, noting that the uncommitted projected ending balance in this reserve fund will be approximately \$481,000.

lp

Anna Lisa Barbon
Managing Director, Corporate Services and
City Treasurer, Chief Financial Officer

SoHo Community Association

225 Burwell Street South

London, ON N6B 2V5

June 6, 2018

To the Community & Protective Services Committee:

On behalf of the SoHo Community Association, I am writing to offer our enthusiastic support for the restoration of the Simcoe Street WWI School Monument and its' relocation to the north side of Simcoe Street where the school once stood.

It is very important to our residents that this monument continues to be located within SoHo, especially in proximity to the school site. We were deeply touched by the beautiful design for the small garden surrounding the monument that was designed by Lisa McNiven.

We hope that the memorial will be ready to use to commemorate the 100th anniversary of the armistice of World War I taking place on November 11, 2018.

Council's support for keeping this monument - of such historical importance to SoHo - within our neighbourhood would be greatly appreciated.

Yours very truly,



Angela Lukach
President



CONSERVATION of SCULPTURES, MONUMENTS & OBJECTS

4792 HIGHWAY 2 W, RR3, GANANOQUE, ON, K7G 2V5, CANADA / PHONE: 1-613-539-5533 / ALEXANDER GABOV

PROJECT: Simcoe School War Memorial Treatment Proposal

Applicant/Owner	
Attention to: Daryl Diegel, Supervisor	Organization: Facilities Division, Finance and Corporate Services, City of London
Address: 300 Dufferin Ave. P.O. Box 5035, London, ON	Postal Code: N6A 4L9
Phone Number: 519.661.CITY (2489) x 8464	Fax: 519.661.5845
Email: ddiegel@london.ca	
Owner (if different from applicant): City of London	
Identification of the Artwork	
Artist/Attribution: Unknown	Title or Subject: Simcoe School War Memorial
Date/Period: 1920s	Type of Object: War Memorial
Technique/Materials: Granite, limestone	Dimensions: Base > 54" x 45" x 13" Boulder > 50" x 40" x 30"
Location: 42°58'43.4"N 81°14'37.1"W	
Image:	
<p><i>Simcoe School War Memorial, November 2015</i></p>	

BACKGROUND



Simcoe School c. 1887.

*(Image Source: London Public Library Image Gallery
<http://images.ourontario.ca/london/74863/data>)*

Historical Background

The Simcoe School War Memorial was erected in the 1920s to commemorate the students of Simcoe School, London, who served in World War I (1914-1918).

Simcoe Street Public School, also referred to as Governor Simcoe School, was built in 1887 on the North side of Simcoe Street between Wellington and Clarence Streets in downtown London. Though the school was demolished in 1976, the monument commemorating the sacrifice of its brave students remains in its original location.

Underneath the symbol of Canada, the maple leaf, the banner naming their school, and the dates of the Great War, the students are listed on the memorial as follows:

- | | |
|--------------------|----------------|
| LOUIS YEO | ELMER JAMES |
| CLARE JONES | IRA BURTCH |
| ROBERT TEMPLE | JOHN DRAKE |
| JOHN HENDERSON | LORNE ROSS |
| WILLIAM GROSHAW | GORDON STARR |
| EVERETT LANGFORD | LEROY TAYLOR |
| CLARENCE BARTLETT | FRANK BENNETT |
| ROBERT MCCORMICK | ROBERT MOWAT |
| ARTHUR TICHBOURNE | ROBERT WALLACE |
| ATWELL RUTHERFORD | JOSEPH HOLMAN |
| RONALD TANNER | OLIVER GEAR |
| JOHN EVANS | ROY CURTIS |
| LAWRENCE STEVENSON | |

In addition to the twenty-five names listed above, an additional three names were added to the monument on the limestone plaques set into the granite base. They are listed as follows:

- | | |
|------------------|-----------------|
| JAMES REDMOND | CHARLES RUSSELL |
| DOUGLAS HAMILTON | |

Resources:

- “Unidentified class (may be Simcoe Street Public School, London, Ontario)” London Public Library Image Gallery. <http://images.ourontario.ca/london/2301584/data>
- Dale, Geoff. 2014. “Canada’s Symbols of Sacrifice” London Free Press. <http://www.lfpress.com/2014/11/07/dale-canadas-symbols-of-sacrifice>

- Sargeant, John P. "London Simcoe Street War Memorial"
<https://www.flickr.com/photos/tinhutjohn/sets/72157631676237856/>

Description, Location, and Dimensions



*Simcoe School War Memorial, located at 239 Simcoe Street, London, Ontario
(Image Source: Google Maps)*

The Simcoe School War Memorial is composed of three main components: rectangular granite base, pink granite slab, and small limestone plaque.

The base is made of a salt and pepper dark grey coloured granite. The surface of the stone is unfinished and the tooling marks from manufacture are clearly visible along the stone's edge. Part of the front face of the base has been cut away to accommodate additional commemorative names on a limestone plaque.

APPENDIX "C"

CSMO 2018: CONSERVATION TREATMENT PROPOSAL #3085/2018/05/24

The main focus of the memorial is a large pink granite bolder with veins of grey, black, and white. The front face (South side) of the stone has been planed flush and polished. The remainder of the bolder remains natural and unfinished. The memorial title, list of commemorative names, and other decorative details are sandblasted into the surface of the polished granite. In addition to the names listed above, blasted in 1½" serif font, there is also a maple leaf decoration and monument title banner at the top of the boulder.



- 1: Overall dimensions of the Simcoe School War Memorial
- 2: Detail of the limestone plaque. All inscriptions on the monument are a serif font
- 3: The monument, photographed front the North East corner
- 3: The monument, photographed from the West side

CONDITION OF ARTWORK

Overall the monument is in stable condition. Upon initial inspection there are some concerns with moisture access to the monument as well as foundation issues. These and other points of condition are listed below.

Foundation

It does not appear that there is currently a proper foundation for a monument of this size, more significantly, weight. This is evident by the fact that the entire structure appears to be sinking into the soft soil below as this material alone is not sufficient to keep it level. As such, the monument is off plane by one degree running north to south. The result of this shift is the entire monument shifting backwards about 6”.

If the monument is not moved to a more secure foundation it will continue to shift. This creates concern not only for the structure itself, but also for the public as the instability poses a safety concern.

Base and Limestone Plaque

Overall the granite of the base is very stable; there is minimal cracking visible on the surface of the stone. There is concern, however, with the condition of the limestone plaque that has been added to the base. A collection of moisture at the base of the plaque suggests that water is collecting in behind the stone plaque, thus between the plaque and the base. Though some water is draining out of the base of the plaque, any collection of moisture between two stones for an extended period of time is concerning, as it may lead to the degradation of both stone surfaces.

This is especially concerning with outdoor monuments in this environment, as the freezing and thawing of any water built-up in the stone will cause cracking and even delamination or loss over time. This issue is already beginning to occur as there is a cracking running down the front of the limestone plaque. This crack has yet to fracture through the entire thickness of the stone, but will continue to grow if not stabilized.

This collection of water is also accommodating bio-growth such as moss and mould. If left untreated, these will enable the growth of higher plant life that could further compromise the stability of the stone matrix. Thin build-up of this type of bio-growth is also marring the names on the surface of plaque, decreasing their legibility.

The mortar joining the plaque to the base is hard, but stable, showing minimal cracking.



Condition Concerns with limestone plaque include:

- cracking (Black arrow; seen here in detail and at 40x magnification)
- moisture access and bio-grown (White arrow; seen here in detail and at 40x magnification)

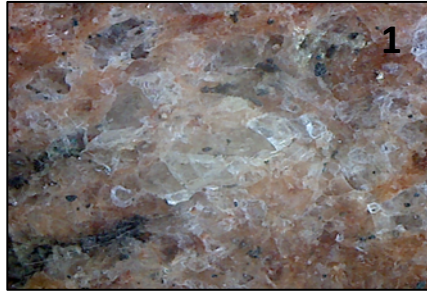
Granite Boulder

As with the rest of the monument, the granite boulder is stable overall. The main concern for future stability is the degradation and loss of the mortar that fills the seam between the boulder and its granite base. There is a large section along the back seam of the monument that is missing, allowing access underneath the boulder itself. Though this access is relatively small, moisture is clearly building up and being trapped in this area.

The sandblasted names and decorative details on the polished surface of the granite are currently more legible than they likely would have been originally thanks to the natural aging of the stone. The dark bio-growth on the surface is not a result of prolonged exposure to moisture and is therefore ideal for highlighting the sandblasted letters.

APPENDIX "C"

CSMO 2018: CONSERVATION TREATMENT PROPOSAL #3085/2018/05/24



- 1: Stable, clean pink granite (40x magnification)
- 2: Dirtied granite surface (40x magnification)
- 3: Stable bio-growth in sandblasted letter (40x magnification)
- 4: Unstable higher plant life in sandblasted letter (40x magnification)
- 5: Loss of joining material

Surrounding Environment

As mentioned with the issues of foundation, the ground upon which this monument rests is unstable. The rest of its environment, however, on a quiet street and directly under a large tree, has kept it protected and safe since its installation. These factors should be taken into account when considering relocation.

TREATMENT PROPOSAL

As per discussion with the City of London Culture Office, there are ongoing motivations to relocate the Simcoe School War Memorial. The following recommendations reflect not only this request, but also the concerns listed in the condition section.

Relocation

If the City of London decides to go ahead with the moving the monument, CSMO conservators can be on-site to either perform the move or serve in a supervision role to ensure no harm comes to the monument during relocation. It is of the utmost importance that conservators are present in the designing of the lifting procedure and during the actual execution of the move to ensure all precautions are taken to prevent damage to the monument. The top portion of the monument will have to be stabilized prior to the move and extra temporary support system must be created and installed before the relocation. CSMO is able to provide these further specifications upon request.

Before the relocation takes place, a proper foundation for the monument must be laid in its new location. CSMO also recommends a conservators contribute to the design and approval of this foundation before it is created.

Cleaning

The Simcoe School War Memorial requires extremely careful cleaning. As mentioned above, some of the natural bio-growth is ideal for highlighting the inscriptions in the stone, while other areas are harmful for the stability of the stone. CSMO conservators can meticulously execute such a cleaning with conservation grade materials to ensure proper legibility, but overall stability are maintained.

Stabilization and Moisture Access

The moisture access to the front limestone plaques needs to be addressed as soon as possible to prevent worsening of the existing signs of instability, such as cracking. The seam surrounding the plaque needs to be sealed, while still allowing for moisture drainage to prevent trapping.

In addition to the seam along the plaque, the loss in joining material along the base of the granite boulder also needs to be replaced.

APPENDIX "C"

CSMO 2018: CONSERVATION TREATMENT PROPOSAL #3085/2018/05/24

CONSERVATION TREATMENT PROPOSAL & BUDGET

Cleaning and preparation for the move -	\$ 2,100.00
Removal and transportation -	\$ 6,400.00
Installation at new site -	\$ 3,200.00
Cleaning, sealing stones and proposer support -	\$ 2,800.00
Materials, equipment and final conservation report with maintenance recommendations -	\$ 4,200.00
TOTAL -	\$18,700.00 plus HST

Thank you very much for giving us the opportunity to prepare and submit treatment proposal.



Alexander Gabov, B.F.A., M.A.C., C.A.P.C.
Professionally Accredited Sculpture Conservator
Conservation of Sculptures, Monuments and Objects (CSMO)
4792 Hwy 2 West, RR 3, Gananoque, ON, K7G 2V5
Phone: 613 539 5533 / Website: <http://www.artconserv.com>
Email: alexnadergabov@mac.com

Community Safety and Crime Prevention Advisory Committee

Report

4th Meeting of the Community Safety & Crime Prevention Advisory
May 24, 2018
Committee Room #3

Attendance PRESENT: L. Norman (Chair), J. Bennett, B. Hall, M. Melling, B. Rankin, M. Sherritt, B. Spearman and L. Steel and H. Lysynski (Secretary)

ALSO PRESENT: M. Sands and J. Walter

REGRETS: I. Bielaska-Hornblower, R. Harvey, S. Davis and R. Tisdale

The meeting was called to order at 12:20 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 Overview of the Parks & Recreation Master Plan Update

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee (CSCP) received the attached presentation from M. Dellamora, Supervisor, Age Friendly London, Neighbourhood, Children & Fire Services, with respect to an overview of the Parks and Recreation Master Plan; it being noted that the CSCP will review and discuss these matters further at its next meeting.

3. Consent

3.1 3rd Report of the Community Safety & Crime Prevention Advisory Committee

That it BE NOTED that the 3rd Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on March 22, 2018, was received.

3.2 Municipal Council Resolution - 3rd Report of the Community Safety and Crime Preventions Advisory Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on April 10, 2018, with respect to the 3rd Report of the Community Safety and Crime Prevention Advisory Committee, was received

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 Safe Kids Week

That the Community Safety and Crime Prevention Advisory Committee heard a verbal presentation from M. Melling, Member, with respect to Safe Kids Week.

5.2 Bicycle Helmet Safety

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee (CSCP) heard a verbal presentation from M. Melling, Member, with respect to bicycle helmet safety; it being noted that the CSCP asked that this matter be placed on its next Agenda.

5.3 Supervised Consumption Facilities

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard a verbal presentation from B. Rankin, Member, with respect to supervised consumption facilities.

6. Deferred Matters/Additional Business

6.1 (Added) Meeting with Councillors – Community Safety Week

That the Community Safety and Crime Prevention Advisory Committee (CSCP) Terms of Reference BE INCLUDED on the CSCP June Agenda for discussion and review; it being noted that the CSCP heard verbal presentations from L. Norman, J. Bennett and L. Steel, with respect to the meeting with Municipal Councillors, relating to Community Safety Week.

6.2 (Added) Neighbourhood Watch London Update

That the Executive Director, Neighbourhood Watch London, BE REQUESTED to present to the Community and Protective Services Committee with respect to how Neighbourhood Watch London can work collaboratively and be a leader in building London's community safety network in order to support Bill 175, *Safer Ontario Act*, which requires implementation in 2018 and will align with Community Plans and Council's Strategic Priorities.

6.3 (Added) Automated Speed Enforcement

That, the following actions be taken with respect to automated speed enforcement:

a) a representative from the Municipal Law Enforcement BE REQUESTED to attend the next Community Safety and Crime Prevention Advisory Committee (CSCP) to advise what actions have been undertaken with respect to speed enforcement in school areas and the number of tickets that have been issued; and,

b) the CSCP BE INCLUDED in the Civic Administration's review of the automated speed enforcement in community safety zones and school zones.

6.4 (Added) Safe Cities Committee Meeting Update

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard a verbal update from L. Norman, with respect to the first meeting of the Safe Cities Committee.

7. Adjournment

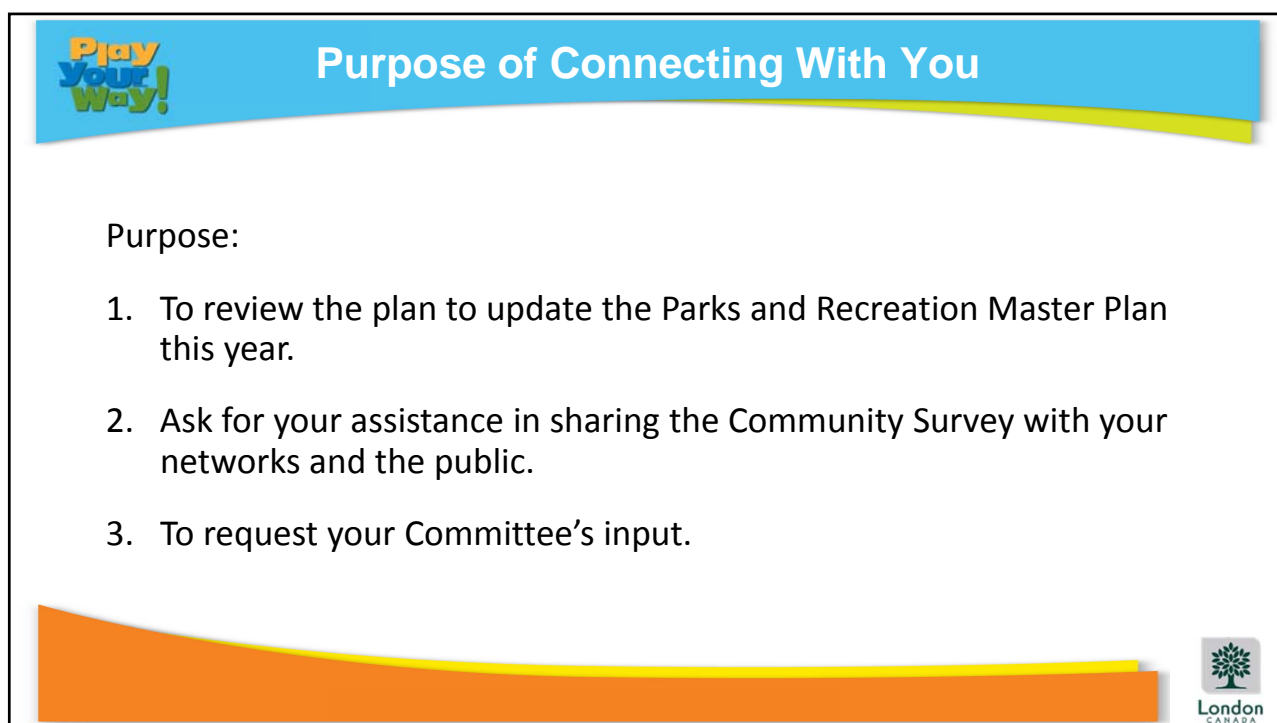
The meeting adjourned at 2:20 PM.



Play Your Way! Parks & Recreation Master Plan Update

May / June 2018


Advisory Committees



Play Your Way! Purpose of Connecting With You

Purpose:

1. To review the plan to update the Parks and Recreation Master Plan this year.
2. Ask for your assistance in sharing the Community Survey with your networks and the public.
3. To request your Committee's input.



Play Your Way!

About the Master Plan

Creating a “Game Plan” for Parks, Recreation Programs, Sport Services and Facilities

- The Master Plan provides an overall vision and direction for making decisions. It is a high level/policy directive document.
- It is based on public input, participation trends and usage, best practices, demographic changes and growth forecasts.
- The Plan will be used by the City to guide investment in parks, recreation programs, sport services and facilities over the next ten years and beyond.





Play Your Way!

Master Plan Overview

- The City has retained **Monteith Brown Planning Consultants**, **Tucker-Reid & Associates** and **Swerhun Facilitation** to assist in preparing the Update.











Play Your Way!

Master Plan Building Blocks

1. Public and Stakeholder Input
2. Demographics and Growth
3. Trends and Usage Data
4. Existing Policies and Guidelines
5. Park, Program, and Facility Distribution
6. Facility Inventories and Asset Management Data






Play Your Way!

Project Scope

Items within Scope:

- 
 - **Recreation Programming**, such as aquatic, sport, wellness, arts/crafts, dance/music, and general interest programs provided by the City and other sectors
- 
 - **Recreation and Sport Facilities**, such as community centres, pools, sports fields, playgrounds and more
- 
 - **Parks & Civic Spaces**, such as major parks, neighbourhood parks, gardens and civic squares
- 
 - **Investment in the Community**, such as neighbourhood opportunities, public engagement, sport tourism and more






Project Scope

Items out of Scope:

- **Parkland Dedication Policies** (London Plan)
- **Cycling** (London Plan, Transportation and Cycling Master Plans)
- **Natural Heritage and Trails** (London Plan, Conservation Master Plans, ESA Master Plans)
- **Arts, Culture and Heritage** (Cultural Prosperity Plan and related reports)

Although these items are addressed in other studies, the Master Plan will ensure alignment





Guiding and Supporting Documents

The Master Plan is a Strategy that guides the provision and management of parks, recreation programs, sport services and facilities. It is influenced by several Overarching Plans and informs several Technical Reports.



Key Overarching Plans	Key Strategies	Key Technical Reports
The London Plan Council's Strategic Plan Accessibility Plan Sector-specific guiding documents, such as the Framework for Recreation in Canada, Parks for All, and others	Age Friendly London Action Plan Child and Youth Agenda Strengthening Neighbourhoods Strategy Transportation and Cycling Master Plans Cultural Prosperity Plan Community Diversity and Inclusion Strategy SHIFT: Rapid Transit Initiative Back to the River / One River Thames Valley Corridor Plan	Development Charges Background Study Conservation Master Plans for Environmentally Sensitive Areas Park-specific Master Plans Business Cases and Feasibility Studies Various By-laws, Policies and Procedures





Deliverables and Timing

- **Background Research** March to June 2018
- **Engagement** May to July 2018
 - Community Survey (Opens May 23rd)
 - Stakeholder Sessions/Focus Groups/Interviews
- **Draft Plan #1** Sept / Oct 2018
- **Draft Plan #2** Oct / Nov
- **Final Plan** presented to the new Council January 2019

Community Survey

Purpose


- To establish a broad picture of usage, satisfaction, priorities, demographics

Timing

- Will be available May 23 until mid-July, hosted through getinvolved.london.ca

How can you help?

- Share the link to the survey with your networks
- Let us know if you would like posters or postcards to distribute





Play Your Way!

COMMUNITY SURVEY

Parks and Recreation

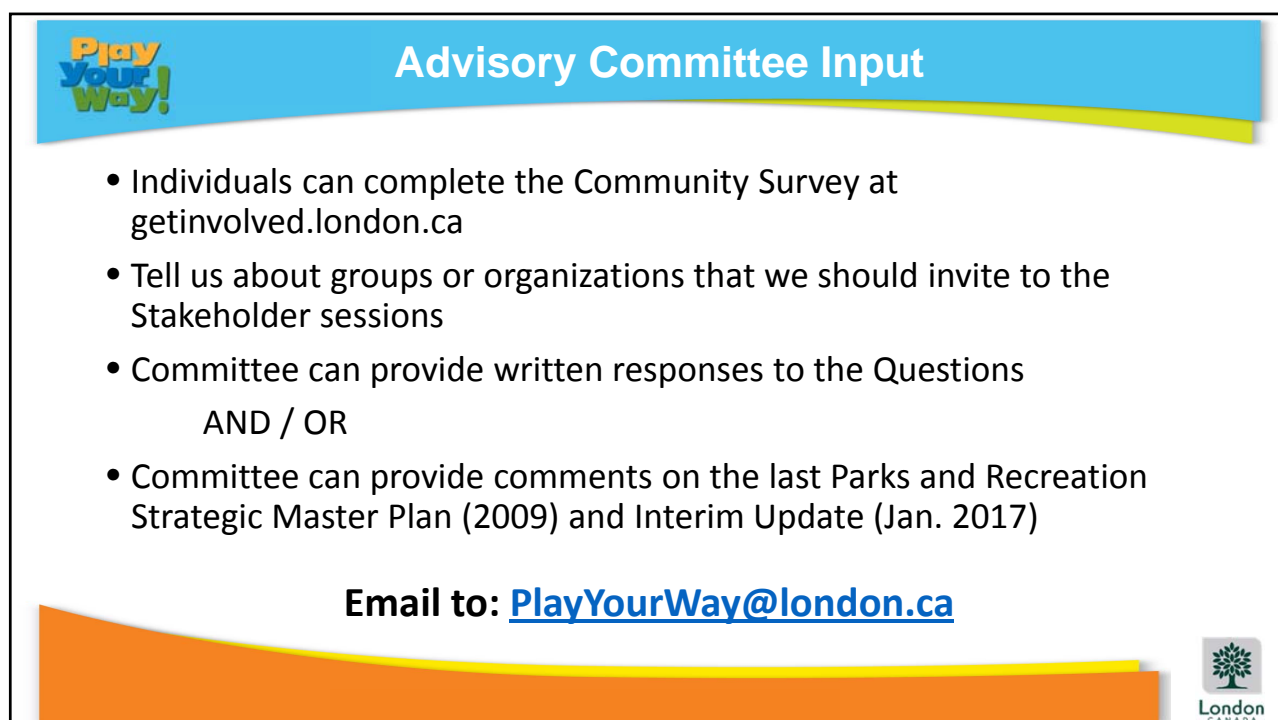
MASTER PLAN

Your input is important.
Tell us how you like to Play Your Way.
Complete the community survey:
getinvolved.london.ca

As London grows and changes, the recreation needs of residents also change. We want to ensure that the right parks, recreation and sport services, programs and facilities are in place to improve quality of life for all Londoners.

Help us plan for the next **10 years** and tell us what recreation, parks and sport services mean to you!

London CANADA



Play Your Way!

Advisory Committee Input


- Individuals can complete the Community Survey at getinvolved.london.ca
- Tell us about groups or organizations that we should invite to the Stakeholder sessions
- Committee can provide written responses to the Questions

AND / OR

- Committee can provide comments on the last Parks and Recreation Strategic Master Plan (2009) and Interim Update (Jan. 2017)

Email to: PlayYourWay@london.ca



London CANADA



Advisory Committee Input

Guiding Questions

1. What are the most pressing **issues and priorities** for your Advisory Committee?
2. How can the City of London's parks, recreation and sport **services and facilities** continue to support the needs of your Committee? Please be specific.
3. How can your Committee, the City and others **work together** to meet future needs?
4. Are there any initiatives that are being contemplated, planned or are being implemented that could tie into these or other priorities for parks, recreation and sport services and facilities?



Parks & Recreation Master Plan Update

Thank you!

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON JUNE 18, 2018
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	CHOOSE LONDON – INNOVATIVE, VIBRANT AND GLOBAL: LONDON’S NEWCOMER STRATEGY

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached Strategy report (Appendix A) on *Choose London - Innovative, Vibrant and Global: London's Newcomer Strategy* **BE ENDORSED**.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Immigration Strategy Update (CPSC: February 22, 2017)
- London & Middlesex Local Immigration Partnership 2016-2019 Strategic Plan (April 2016)
- Update on “Immigrants & the Labour Market: A London Perspective” (CPSC, March 30, 2016)
- Update: Workplace and Community Diversity and Inclusion (CSC, February 16, 2016)
- Community Economic Roadmap 2015-2020 (November 2015)
- Immigrants and the Labour Market: A London Perspective, (CPSC, May 20, 2015)

BACKGROUND

The 2015-2019 City Strategic Plan establishes “Growing Our Economy” as an area of focus which specifically includes “diverse employment opportunities” with particular direction to “attract and retain newcomers, including international students, foreign trained professionals, and multigenerational immigrants to strengthen London’s workforce”.

Municipal Council, at its meeting held on March 2, 2017 resolved:

8. That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the Civic Administration BE DIRECTED to develop the London Immigration Strategy to attract and retain newcomers, including international students, foreign trained professionals, and multigenerational immigrants to strengthen London’s workforce in accordance with the approach outlined in the staff report dated February 22, 2017. (2017-S15) (8/3/CPSC)

According to Statistics Canada, the population growth rate of the City of London was 4.8% between 2011 and 2016, with a 4.1% increase to the Census Metropolitan Area (CMA) during the same period. Almost 14% (11,595) of London’s immigrants are recent, arriving between 2011 and 2016. According to the London Economic Development Corporation, at least 5,000 job openings are posted per month, many of which could be filled by Newcomer talent.

The City of London’s population growth projects an average annual growth rate for London of 0.9% to the year 2044. This will result in an annual average growth rate of 1.1% between 2016 and 2031, declining to 0.6% from 2031 to 2044. This change reflects both the aging population exiting the labour force and the decline in London’s natural growth rate. The Newcomer Strategy recommends that London should attract and retain a minimum of 4,000 migrants annually to compensate and strengthen the workforce.

As a community, London has the components of a robust and effective system to support Newcomers and their families. There are an array of programs and services that already exist which do not need to be replaced or duplicated, but rather strengthened and enriched.

Process for development of the Strategy

A **Steering Committee**, responsible for leading the development of the Strategy, was formed in March of 2017, comprised of 16 members who are either newcomers with lived experience or representatives of organizations with experience in attracting, integrating, and/or retaining

newcomers to the City. The Committee is led by co-chairs, Joaquim Ballès Chair of Immploy, and VP, Business Development & General Counsel at Trudell Medical Limited, and Dev Sainani, Co-chair of the London & Middlesex Local Immigration Partnership (LMLIP), and Professor at Fanshawe College, and is supported by Civic Administration including an internal staff committee. The names of the Committee members can be found in the attached Newcomer Strategy report (Appendix A). (To view all Appendices of the Newcomer Strategy, please visit the following link: www.london.ca/NewcomerStrategy).

The Steering Committee decided that all Immigrant groups, including those mentioned in the City's Strategic Plan, would be represented under the defined terms of Newcomers, Immigrants, and/or Prospective Newcomers (See Section 2.1 of the Newcomer Strategy Report, Appendix A). International entrepreneurs were included in the Strategy as they are an important source of economic growth. To remain inclusive and consistent with the defined terms, the Steering Committee changed the Strategy's name from an "Immigration Strategy" to a "Newcomer Strategy".

Strategy's Objective, Mission, and Vision

The objective as set out by and for the Steering Committee, was to develop a Newcomer Strategy that recognizes and builds on existing programs and services, and that is also actionable to address current barriers around the attraction, integration and retention of international students, internationally skilled workers, and international entrepreneurs in and to the City of London.

The Vision and Mission of the Newcomer Strategy are as follows:

Vision: "Newcomers choose London as Canada's leading community to live, learn and work".

Mission: "To successfully attract, integrate and retain Newcomers, in particular international students, skilled workers and entrepreneurs, to and into the local economy and society".

Methodology: Data, Literature, and Community Consultations

Main Findings from Data Review

A review of local statistics revealed that there is insufficient data collection on Newcomer arrivals, retention and participation in the workforce for mid-sized cities, such as London. In order to improve these gaps the City will look in the future to strengthen its partnerships to improve access to timely and accurate data.

Main Findings from Literature Review

A scan and review of local, national and international best practices and Newcomer strategies was also conducted to inform the strategy development process. This aided in identifying new opportunities for London to consider for local implementation. This process also included the review of existing City strategic documents, such as *Immigrants and the Labour Market: A London Perspective* report, prepared by City of London staff in 2015 and updated in 2016. This report identified a number of employment barriers and needs of newcomers. Similar issues were identified throughout the development of the Newcomer Strategy and are addressed in the work plan.

Community Feedback

Community feedback was sought from local agencies and stakeholders, international students, internationally trained skilled workers and entrepreneurs, and specifically newcomers, to help inform this process. The development of the Newcomer Strategy has been informed by over 45 interviews, focus groups and feedback sessions with local private and public organizations, agencies, ethno cultural and faith based community groups, as well as two surveys.

Funding from the Ontario Ministry of Citizenship and Immigration was used to support research activities, data collection, and the multiple consultations which informed the development of this Strategy.

Guiding Principles and Strategic Priorities

The Steering Committee identified the following guiding principles for the Strategy based the main findings:

- Common Understanding: There must be a two-way approach to immigration as there is a role for immigrants and a role for the community.
- Common Voice to Create Change: There is a need to create a united voice to effect a bigger impact when approaching the federal and provincial governments with respect to policies.
- Leadership: The Corporation of the City of London should lead by example in supporting and engaging the community as a whole, and should also look to its own practices in hiring, mentoring and integrating immigrants.
- Include our Neighbouring Municipalities: While this Strategy focuses on London, in the long run a regional approach would be of benefit, particularly in terms of attracting skilled workers to fill vacancies within the job market.

There is a recognition that the Corporation of the City of London has a key role to play in driving and championing the vision and mission of this Newcomer Strategy. The City can play a leadership role in the attraction, integration and retention of Newcomers and can drive the desired action of community stakeholders.

The Newcomer Strategy, through a five year plan to correspond with the next Statistics Canada Census release set for 2023, is a living document and will be reviewed on an annual basis to track progress, and to make adjustments as needed. It's Strategic Priorities with recommended high-level activities, as laid out below, are framed broadly and intended to support the mission and vision. (The targeted outcome measures and the work plan can be found in Appendix A).

Strategic Priorities	Recommended High-level Activities
1. Enhance Awareness: Foster greater Awareness of the City, the importance of Newcomers to the City, and programs, services, and opportunities aimed at the attraction, integration and retention of Newcomers.	1.1 City Welcome message
	1.2 Digital strategies
	1.3 Welcome Centre for Newcomers
	1.4 City's Internal Education, Coordination, and Initiatives
	1.5 Improve awareness for local Employers and Newcomers
2. Facilitate Access: Foster greater Access to programs, services and opportunities aimed at the attraction, integration and retention of Newcomers.	2.1 Welcome and engage international students
	2.2 Increase Community building
	2.3 Program funding and Procurement
	2.4 Strengthen London's workforce through workplace connections
3. Active Engagement: Foster greater Engagement with and/or among Newcomers, local, regional, provincial and federal stakeholders, and City staff/departments to achieve a more coordinated and concentrated approach to the attraction, integration and retention of Newcomers.	3.1 Data Collection Development, and Coordinated Advocacy
	3.2 Strengthen existing and create new partnerships
	3.3 Expand London's business and networking programs

Implementation and Next Steps

After the endorsement of this Strategy, Civic Administration will report back on an ongoing basis to update the Committee and Council on evolving activities. An advisory body will be established and will develop an in-depth implementation plan including financial impacts, which will be brought back and presented to Council by Civic Administration. The strategy will also be supplemented by the upcoming Statistics Canada Census release set for July 2018.

FINANCIAL IMPACT

Upon endorsement, Civic Administration will begin the process of creating an implementation plan, with the established advisory body, to provide a more detailed costing, which will inform the development of the 2020-2023 Multi-Year Budget.

CONCLUSION

This Newcomer Strategy will work in collaboration with existing Stakeholder initiatives, and City-led strategies. This comprehensive Newcomer Strategy has been developed under the leadership of the Steering Committee and through a Community approach, which included significant input from the community and Newcomers. Council's endorsement of this Strategy is seen as an important step in demonstrating its leadership in creating a more welcoming and inclusive London.

PREPARED BY:	SUBMITTED BY:
EMILY LOW IMMIGRATION SPECIALIST	JILL TANSLEY MANAGER, STRATEGIC PROGRAMS AND PARTNERSHIPS
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES & DEARNESS HOME	

Cc: Joaquim Ballès, Chair of Immploy, and VP, Business Development & General Counsel at Trudell Medical Limited (Co-Chair, Newcomer Strategy Development)
Dev Sainani, Co-chair of the London & Middlesex Local Immigration Partnership (LMLIP) and Professor at Fanshawe College (Co- Chair, Newcomer Strategy Development)
Gail Devito, Financial Business Administrator
Kevin Dickins, Manager, Employment and Income Support Services
Pat Foto, Manager, Talent Management, Human Resources
Mo Jeng, Manager, Policy and Planning
Saleha Khan, Workplace Diversity and Inclusion Specialist, Human Resources
John Nolan, Manager, Service London
Rosanna Wilcox, Director, Community and Economic Innovation

Choose London - Innovative, Vibrant and Global



City of London Newcomer Strategy
2018-2023

london.ca/NewcomerStrategy



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Message from Steering Committee Co-Chairs

Newcomers to Canada play a vital role in the country's economic, social and cultural success. Attracting, integrating and retaining Newcomers is key to propelling the country to sustainable economic prosperity. To successfully achieve this, a Newcomer Strategy cannot be the sole domain of the federal and provincial governments, but must also be forged and driven from the local level. Municipalities are at the heart of the newcomer experience and they, along with community partners, have important levers at their disposal to make a positive difference in attracting, integrating and retaining Newcomers. Adopting a strategy is a necessary step for cities to lead the way in making such a positive difference.

We commend London City Council for recognizing the importance of putting in place a Newcomer Strategy as an impetus for City Council, the Corporation of the City of London and the community at large to lead the charge at the ground level. This sends a strong message to all stakeholders that the City of London and its community stakeholders are committed to forging a strong economic, societal and cultural future

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for the city and region, fostering community and regional partnerships, and adopting best practices in attracting, integrating and retaining Newcomers.

This Newcomer Strategy, through a five-year plan, is a living document. The work plan will be reviewed annually to ensure the plan's vision, mission, and objectives are being achieved and remain supportive of the strategic priorities and targeted outcomes.

We wish to thank all of the members of the Newcomer Steering Committee, City of London staff, members of the Internal Staff Liaison Committee, and the multitude of stakeholders that generously gave of their time to meet with us during numerous consultation sessions and to provide input on the Strategy. This Newcomer Strategy would not have become a reality without their thoughtful input.

We also wish to thank the Ontario Ministry of Citizenship and Immigration for the funding provided, through the Municipal Fund – Innovative Immigration Initiatives, to support research activities and multiple consultations which informed the development of this Strategy.

“
Newcomers to
Canada play a vital
role in the country's
economic, social and
cultural success.”

Joaquim Ballès,
Chair of Immploy, and VP,
Business Development &
General Counsel at
Trudell Medical Limited

Dev Sainani,
Co-chair of the London & Middlesex
Local Immigration Partnership (LMLIP),
and Professor at Fanshawe College

Executive Summary

Between 2001 and 2016, the natural increase in net population growth in London, defined as the surplus of births over deaths, began to decelerate. Over the same period, London saw a decline in the number of workers in the labour force. This steady decline, which is expected to continue in the long term, highlights the importance of Newcomers in filling job vacancies and sustaining an overall positive population growth.

The *2015-2019 Strategic Plan for the City of London*, speaks to 'Growing Our Economy' as one of the areas of focus to strengthen London's workforce. With an aging population and declining birth rates, creating increased supports for the attraction, retention and integration of Newcomers, including international students, foreign-trained professionals and multigenerational immigrants, was identified by the City as a top priority for Londoners, City Council and Civic Administration.

While it is imperative to meet the quantitative labour and population growth needs of the city in order to ensure healthy economic growth, it is also important not to lose sight of the value of diversity of thought and the global outlook that Newcomers bring to the city. This enriches a society in so many ways beyond economics. There is also an opportunity to more effectively explore the skill sets that refugees bring with them and how those skill sets could be used to fill current labour market gaps.

Choose London – Innovative, Vibrant and Global: London's Newcomer Strategy is a community-driven strategy, led by the City of London. It is the product of a broad consultation process with multiple stakeholders and statistical and literature reviews. This consultation and review process revealed that although the City and community have multiple supports and resources aimed at the attraction, integration and/or retention of Newcomers, broad awareness of these supports and resources was low, access to these supports and resources face a number of barriers, and engagement among the various stakeholders in the city and region in attracting, integrating and/or retaining Newcomers should be greater and more strategic. The statistical review revealed that medium-sized cities, such as London, could benefit from access to more granular data and data published on a more frequent basis (i.e. yearly rather than every five years) to provide more guidance on policy decision making in this area and targeted outcomes.

3

The Newcomer Strategy identifies three strategic priorities: Enhance Awareness, Facilitate Access and Active Engagement. Each of these strategic priorities is supported by the activities as set out in the work plan. The activities are aimed at creating a necessary impetus towards meeting quantitative targeted outcomes relating to Newcomer attraction and retention to sustain and increase economic growth. Collectively, the activities are only one of many factors that can influence the achievement of the targeted outcomes. There are many other factors beyond the control of the City such as changes to federal and provincial immigration policies. These other factors will need to be actively monitored annually in order to ensure the activities remain adequate to achieve their intended purpose and that the targeted outcomes remain achievable. If not, then modifications and adjustments may be required over the course of the five year time horizon of the Newcomer Strategy.



Background

1.1 The Impetus of the Newcomer Strategy

The impetus for the Newcomer Strategy is *London City Council's 2015 – 2019 Strategic Plan*¹, which speaks to 'Growing Our Economy' as one of its areas of focus. With an aging population and declining birth rates, Newcomers are expected to be a primary source of labour required to fuel the growth of the local economy. As such, creating increased supports for the attraction, retention, and integration of immigrants and newcomers, including international students, foreign-trained professionals and multigenerational immigrants, has been identified as a top priority for Londoners, City Council and Civic Administration.

In order to achieve this objective, City Council agreed that a Newcomer Strategy should be developed and implemented at the local level.

1.2 Steering Committee

A Steering Committee (Committee) was formed in March 2017 to develop the Newcomer Strategy. The Committee is comprised of 16 members, who are either Newcomers with lived experience or representatives of organizations with experience in attracting, integrating, and/or retaining Newcomers. The Committee is led by two co-chairs and is supported by two City staff members and an Internal Staff Liaison Committee. The names of all the Committee members and the organization they represent, as applicable, are set out below.

Co-chairs of the Steering Committee:

Joaquim Ballès
Chair of Immploy, and VP, Business Development & General Counsel at Trudell Medical Limited

Dev Sainani
Co-chair of the London & Middlesex Local Immigration Partnership (LMLIP), and Professor at Fanshawe College

Steering Committee Members:

Reem Alghooti
Newcomer Champion with lived experience

Alain Dobi
Director, Réseau de Soutien à l'immigration francophone du Centre-Sud-Ouest de l'Ontario

Robert Collins
Director, Workforce Development at London Economic Development Corporation (LEDC)

Wilma de Rond
Executive Director, WIL Employment Connections

Wendy Curtis
Executive Director, International; Advancement & Alumni - Acting, Fanshawe College

Carolyn Ford
Director, International Undergraduate Recruitment at Western International, Western University

Robert Downie
Manager, Institutional Research at Fanshawe College

Adam Garba
Newcomer Champion with lived experience and local Entrepreneur



Sidra Khan
Newcomer Champion
with lived experience

Gus Kotsiomitis
London Chamber of Commerce (Past
President) and VP, Commercial Financial
Services at the Royal Bank of Canada

Marilyn Mason
Vice-Principal, Enrolment Services and
Strategic Partnerships at
King's University College at Western
University with the support of
Tracy Cunningham, Associate Registrar
at King's University College

Yenny Medina
Newcomer Champion with lived
experience, Internationally Trained
Professional

Tuyen Nguyen
Newcomer Champion with
lived experience, local Entrepreneur
and Internationally Trained Professional

1.3 Newcomer Strategy Development Process

The Steering Committee first developed terms of reference, definitions for the terms “Newcomers,” “Immigrants,” and “Prospective Newcomers,” and a vision and mission to form the foundation for their work. From there, the Committee members engaged in numerous face-to-face and phone consultations with a multitude of stakeholders and sent a number of surveys to Newcomers. In addition, through support from City staff, the Committee carried out research on existing community programs targeted or useful to Newcomers, data on trends relating to Newcomers, pertinent literature, and consultations with City departments and outside experts.

In developing the Newcomer Strategy and work plan, the Committee also took into account various relevant City strategic documents, priorities and initiatives as described in Appendix A, which can be found at london.ca/NewcomerStrategy.



Definitions, Vision and Mission

2.1 Definitions

To develop a common understanding, and to be inclusive of all immigrant classes arriving to London, the Steering Committee agreed on the following defined terms.

The capitalized term “*Newcomers*” is often used in this paper and was defined by the Committee as follows:

- “...individuals who are Immigrants or are Prospective Newcomers.”

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The term “*Immigrants*” is defined as:

- “...individuals, including their accompanying family member(s), who, when they arrived to Canada from another country, were not citizens of Canada and are currently living in Canada as:
 - temporary residents, including all study and work permits;
 - permanent residents, all categories, including government-assisted and privately-sponsored refugees; or
 - new citizens of Canada.

The term “*Prospective Newcomers*” is defined as:

- “... individuals who are not living in or citizens of Canada and:
 - by virtue of their education, training, and/or business experience have skills that would be of benefit to London’s economic and social development; or
 - who are not living in or citizens of Canada and have the requisite academic and/or other credentials to gain admittance to a university, college or high school in London.

Depending on the context in which the term *Newcomers* is used in this paper, *Newcomers* may refer to *Immigrants* or *Prospective Newcomers*, or both.



2.1 Vision and Mission

The Vision and Mission of the Newcomer Strategy developed by the Steering Committee and in conjunction with Council's direction and feedback from the community, are as follows:

Vision

"Newcomers choose London as Canada's leading community to live, learn and work."

Mission

"To successfully attract, integrate and retain Newcomers, in particular, international students, skilled workers and entrepreneurs, to and into the local economy and society."

2.2 Newcomer Categories

Consistent with City Council's focus to create diverse employment opportunities through growing the local economy, the Newcomer Strategy is primarily directed at the attraction, integration, and retention of Newcomers who fall under the following three categories:

- secondary and post-secondary students,
- skilled workers, and
- entrepreneurs.

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London's Newcomer Landscape

3.1 City of London

London prides itself as an innovative, vibrant and global city. It provides the advantage of smaller community living, such as affordability, safety and sense of community, while still providing big city appeal. It is often cited as a great place to raise a family, work, and study. Housing is affordable and the average commute time is 15 minutes to anywhere in the city. London is currently the 11th largest census metropolitan area (CMA) in Canada, with a population of approximately 500,000. Its location and transportation infrastructure give residents and businesses easy access to multiple domestic and international destinations through air, bus, train, and car. With two leading regional hospitals, world-renowned research institutes and international medical firsts, London has also established a strong reputation when it comes to quality health care and medical innovation.



London is home to more than 20,000 businesses across a wide variety of sectors, including advanced manufacturing, professional services, food and beverage processing, life sciences, and digital creative sectors, with access to more than 150 million consumers within a one-day drive. Many of these businesses are leaders in their sectors. In Deloitte's most recent ranking of Canadian digital tech companies, five London companies were ranked in the "Top 50 Canadian Tech Companies". One of the London companies was the top-ranked tech company. In the most recent fDi American Cities of the Future 2017/2018 rankings, London was ranked sixth for the most business friendly city in the mid-size city category.

London is also home to globally recognized educational institutions and is regarded as a centre of educational excellence. Through its educational institutions, London hosts and welcomes thousands of international students each year. In the 2016-17 academic year, these educational institutions hosted 11,000 international students. Western University together with its affiliated University Colleges — Brescia University College, Huron University College, and King's University College — offers learning experiences and attracts students and faculty internationally. Western University offers more than 400 different specializations, majors, and minors and the Ivey Business School remains Canada's preeminent business school. Fanshawe College is one of Ontario's largest colleges, with four campuses, 200-plus degrees, diploma, certificate, and apprenticeship programs. Collège Boréal offers French language post-secondary programs and services. London has more than 20 registered private vocational



schools that fuel the development of the future workforce. London offers quality primary and secondary school options with access to four school boards.

3.2 Newcomer Landscape

Note that the data provided throughout the report reflects either that of London's Census Metropolitan Area (CMA) or of the City Division level for the city of London.

A. General Overview

i. Components of Population Growth

Set out in the following table are the components of London's CMA population growth for the period of 2009-10 to 2015-16.

Table 1:

Components of Population Growth – 2009 – 2016 for the London (CMA)¹

Components of population Growth	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Births	5,127	5,125	4,941	5,130	5,174	5,223	5,285
Deaths	3,596	3,473	3,630	3,708	3,946	4,086	4,225
Immigrants	2,947	2,363	2,361	2,404	2,088	2,125	2,877
Emigrants	957	800	894	955	1,003	956	917
Returning emigrants	605	565	532	568	534	632	634
Net temporary migration	274	218	223	242	236	223	213
Net inter-provincial migration	-432	-379	-673	-1,080	-877	-680	337
Net intra-provincial migration	662	734	1,361	1,288	1,510	1,911	2,346
Net non-permanent residents	483	74	872	669	381	84	1,181

Over the period of 2009-2010 to 2015-2016, the natural increase in net population growth, defined as the surplus of births over deaths, began to slow down. There was a 31% decrease in net population growth for the 2015-2016 period compared to the 2009-2010 period; moving down from a surplus of 1,531 to a surplus of 1,060. This slow, steady, decline in the natural growth rate, which is expected to continue in the long term, will have multiple implications. Most relevant is the growing importance of Newcomers as a source of labour supply. As the domestic population shrinks due to lower fertility and age, London will increasingly depend on Newcomers to fill job vacancies and to sustain a positive population growth.

In 2015-2016, London CMA welcomed 2,877 direct immigrants and 2,683 secondary immigrants from other parts of Ontario and another

1,181 non-permanent residents, bringing the total number of immigrants to London CMA to 6,741. The net of emigrants (people leaving London CMA) for that same year was a total of 1,764; therefore, the total number of immigrants to London CMA received was 4,977.

When including births and deaths in the calculations, the total net population gain for London in 2015-2016 was at 6,037 people which is 2,682 more people than the 3,355 population gain in 2009-2010. This represents an 80% increase in population gain for 2015-2016 with the natural increase of 1,060 accounting for only 17.5% of the total net population gain in London CMA².

ii. Population by Visible Minority Group

Over the past decade, London has experienced some demographic changes which included welcoming over 1,181 Syrian Government Assisted Refugees, 382 Privately Sponsored Refugees, and 75 Blended Visa-Office referrals between November 2015 and the end of December 2016.

Over the period of 2011 to 2016, the visible minority population in London's CMA has grown by 28%, from 61,035 to 78,325³. South Asian, Chinese and Arabic visible minorities account for the majority of the increase in the visible minority population during this period.

iii. Languages & Top Places of Birth



As of 2016, the top three non-official languages spoken at home in London's CMA are Arabic, Spanish and Polish. If one only looks at the most recent immigrants over the period of 2011-2016, the top three non-official languages are Arabic, Spanish, and Mandarin.

Of the 11,955 direct immigrants that came to London CMA over the period of 2011-2016, the top place of birth is Syria (10%), followed by India (8.4%), China (7.9%), Iraq (7.6%) and Colombia (5.1%)⁴.

3.3 Economic and Student Immigration Landscape

A. Economic Class

i. Levels of Economic Immigrants

Economic immigration⁵ continues to be the top category of Newcomers arriving to London's CMA, with refugees in a close second. The following table indicates the levels of economic immigrants, along with their family, that have chosen London as their initial direct destination in Canada.

Table 2:
Admission Category and Applicant Type⁶

Admission category and applicant type	Total - Period of Immigration	1980 to 1990	1991 to 2000	2001 to 2005	2006 to 2010	2011 to 2016
Total - Admission category and applicant type	62,000	14,265	15,520	9,620	10,630	11,955
Economic immigrants	25,565	4,725	5,750	4,705	5,080	5,305
Principal applicants	8,805	1,775	2,070	1,475	1,505	1,975
Secondary applicants	16,760	2,950	3,680	3,230	3,570	3,335
Immigrants sponsored by family	15,545	3,680	4,535	2,300	2,510	2,520
Refugees	20,300	5,825	5,185	2,520	2,845	3,925
Other immigrants	585	40	50	95	205	205

Even though the economic immigration class remains at the top of the list, it has not seen a significant increase over the past five years.

The industries in which immigrants are most commonly employed is captured as a North American Industry Classification System (NAICS) code⁷. Table 3

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below shows the top six industries in London that hired immigrants in 1994, 2004, and 2014. In 1994 and 2004, education services outweighed the rest.

Table 3:
Direct Immigration to the City of London by Industry⁸

	1994	2004	2014
Accommodation and Food Services	50	50	30
Administrative and Support, Waste Management and Remediation Services	25	60	40
Agriculture, Forestry, Fishing and Hunting	20	< 5	< 5
Education Services	55	105	< 5
Health Care and Social Assistance	20	< 5	< 5
Manufacturing	20	30	< 5

- In contrast to employment industry, the following data in Table 4 captures the expected occupation at the time of landing⁹. Most direct immigrants reported expecting to work in the field of science, followed by business and finance.

Table 4:
Direct Immigration to the City of London by Occupation¹⁰

	1994	2004	2014
Business, Finance and Administration	65	65	< 5
Health	20	30	< 5
Management	20	45	< 5
Natural and Applied Sciences	100	145	25
Education, Law and Social, Community and Government Services	45	125	< 5
Sales and Service	60	25	< 5
Trades, Transport and Equipment Operators	65	20	< 5

ii. Admission Category

The following table shows the number of economic immigrants that chose London as their initial destination broken down by admission category and application type. The numbers indicate that London is attracting too few skilled trade workers¹¹ and that the number of direct immigrant entrepreneurs choosing London has also been on the decline over the last several years.

Table 5:
Number of Immigrants Choosing London CMA per Admission Category – 1980 – 2016¹²

Admission category and applicant type	2001 to 2005	2006 to 2010	2011 to 2016
Economic immigrants	4,705	5,080	5,310
Worker programs	4,325	4,315	4,505
Skilled workers	4,215	4,045	3,440
Skilled trades workers	< 5	< 5	< 5
Canadian experience class	< 5	65	740
Caregivers	105	205	310
Business programs	270	380	355
Entrepreneurs	135	50	50
Investors	90	300	280
Self-employed	40	30	20
Provincial and territorial nominees	115	385	450

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iii. Secondary Migration

An important source of Newcomers comes from secondary migration from other parts of Ontario. The most recent numbers indicate that secondary migration represents more than 50% of the net inflow of Newcomers to London. See tables 6 and 7.

Table 6:
Secondary Immigration to the City of London by Age¹³

Year	Under 20	20 to 44	45 to 64	Over 64
1994	20	730	85	< 5
2004	55	1,130	250	45
2014	35	1,320	465	115

Table 7:
Emigration from the City of London by Age¹⁴

Year	Under 20	20 to 44	45 to 64	Over 64
1994	< 5	765	80	25
2004	40	1,405	260	35
2014	25	1,230	410	80

Secondary migrants to the city of London tend to move from within Ontario. Most of these individuals move from Southwestern Ontario census divisions that are in close proximity to London. The other census divisions represented in the sample are some of Canada's largest, namely Vancouver, Montreal, and Ottawa. Those leaving London tend to go to the same destinations. See tables 8 and 9¹⁵.

Table 8:
Secondary Immigration to London by Top 10 Census Divisions

	1994	2004	2014
Toronto	225	405	400
Peel	55	145	230
York	25	50	150
Essex	45	70	90
Waterloo	35	60	80
Greater Vancouver	35	65	60
Montréal	60	50	45
Ottawa	30	55	50
Hamilton	25	50	60
Elgin	< 5	45	55

Table 9:
Emigration from London by Top 10 Census Divisions

	1994	2004	2014
Toronto	245	460	380
Peel	65	175	210
Waterloo	55	110	85
Greater Vancouver	75	80	85
York	35	75	115
Essex	55	95	55
Ottawa	40	85	75
Division No. 6 (AB)	< 5	55	80
Elgin	< 5	65	65
Hamilton	35	55	35

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iv. Retention of Economic Newcomers

The city of London loses more business class, skilled workers, and refugees through secondary migration than it receives. This is offset in part by the net growth of family-class and provincial nominees. See Tables 10 and 11 below¹⁶.

Table 10:
Secondary Immigration to the City of London by Immigration Class

Year	Business Class	First Class	Provincial Nominees	Refugees	Skilled Workers	Other
1994	60	200	< 5	330	250	< 5
2004	90	355	< 5	280	730	< 5
2014	80	450	120	395	875	< 5

Table 11:
Emigration from the City of London by Immigration Class

Year	Business Class	First Class	Provincial Nominees	Refugees	Skilled Workers	Other
1994	40	220	< 5	360	255	< 5
2004	100	345	< 5	485	785	20
2014	115	395	65	405	745	< 5

E. International Students

i. University and College

For the 2016-17 school year, Canada experienced a 40% increase in international student applications to its educational institutions. London's educational institutes continue to be ranked among the top learning institutions in Canada and the world. Through a survey conducted with local educational institutions, London has seen a jump in its international enrolment from 6,000 in 2013 to approximately 11,000 in 2017, an increase of 83 percent.

Fanshawe College has experienced a significant increase of international students choosing to attend their programs since 2013. The College has since opened its own international department, and continues to augment its partnerships and recruitment overseas. The table below shows the growth in enrolment since 2013.

Table 12:

Enrolment of International Students at Fanshawe College by Year - 2014 to 2016¹⁷

Year	# of International Students	Annual Growth Rate
2013-14	1,914	–
2014-15	2,174	13.6%
2015-16	2,693	23.9%
2016-17	4,243	57.6%

Western University and its affiliated University Colleges, King's, Brescia and Huron, have long-standing track records of welcoming international students into their programs. Each institute has an international department that is geared to attracting overseas students. The table below demonstrated the growth in enrolment since 2013.

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Table 13:

Total Number of International Students in Western University by Year and Academic Level, 2013-2016¹⁸

Year	All Academic Level	Graduate Level	Undergrad	Medical Representatives	Annual Growth Rate
2012-13	2,371	1,006	1,257	108	–
2013-14	2,758	1,038	1,611	109	16.3%
2014-15	3,144	1,116	1,898	130	14.0%
2015-16	3,336	1,218	1,990	128	6.1%
2016-17	3,575	1,228	2,217	130	7.2%

As per the Provincial Strategic Mandate Agreements, 2017-2020, Fanshawe College achieved its 13% postsecondary international growth in 2017-2018 and has projected 5% cumulative growth in each of the subsequent two years. At Western University and affiliates, approximately 10% of the students at the undergraduate level and approximately 20% at the graduate level are international. Their projections are to maintain the graduate student proportion of international students and to gradually increase the undergraduate proportion to 15%¹⁹.

ii. Public and Private Secondary Schools

Public and private secondary schools are also attracting international students to their schools. According to the *Ontario's Strategy for K-12 for International Education*, released in 2015, the focus is to provide an integrated, coordinated approach that will link the continuum of learning from K-12 schooling to postsecondary education and training, to living and working in Ontario²⁰. The strategy's outcomes are to provide: enhanced course offerings and opportunities with an international context, to help Ontario K-12 students and educators build the global competencies, knowledge, and experiences needed to succeed in the worldwide economy; high-quality programs and services and a safe, welcoming environment for international students, to promote achievement and well-being and stimulate intercultural learning; opportunities to develop

and share expertise among Ontario and international educators; and pathways for international students studying in Ontario, from elementary/ secondary school to postsecondary education and beyond.

iii. Economic Impact of International Students

The economic impact of international students is significant to those communities where they live and study. According to a Foreign Affairs and International Trade Canada report published in 2012, the total expenditure of long-term international students in Canada amounted to an estimated \$6.9 billion in 2010. This translates to almost \$4.2 billion in Gross Domestic Product (GDP) contribution to the Canadian economy and represents about 7% of the GDP contributed by the overall education services sector in the Canadian economy. International education services serving these long-term students contributed to 70,240 jobs in the labour market. This represents about 5.7% of the total number of jobs in the overall education services sector in Canada²¹.

On average, living expenses, in London to cover items such as food, utilities, internet, phone, laundry, and entertainment can cost up to an additional \$18,000-20,000 per year, per international student. These expenses are in addition to tuition fees ranging from \$11,000 to \$31,000²², depending on the educational institution and level of study. This benefits the housing, retail, and dining sectors in particular.

The positive economic and societal impact is even greater if these students stay in London upon graduation. Their skills and talent can be used to expand the local business culture through their innovative ideas and global reach. In addition, these students will not need to go through the credential recognition process, having studied in a Canadian institution. On the societal front, these students add to the cultural diversity of London, further enriching the City's cultural fabric.



3.4 Job Vacancies

Between 2011 and 2016, the London CMA employment sector continued to experience strong to moderate labour force growth in a number of knowledge-based sectors including health care, professional, scientific and technical services, and educational services. During the past five years, the London CMA has also shown strong labour force growth in construction, retail trade, accommodation and food services, agriculture, and other services. Labour force growth in these sectors was largely offset by a decline in wholesale and trade, transportation and warehousing, manufacturing, and public administration²³. For 2019-2022, professional scientific and technical service sector is projecting an average annual compound growth of 2.2%; while the arts, entertainment and accommodation and food services sector are projecting an annual compound growth of 2.6%²⁴.

For 2017, job vacancy categories for London can be found below in Table 12 as per the North American Industry Classification System (NAICS). The NAICS is the standard used by federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

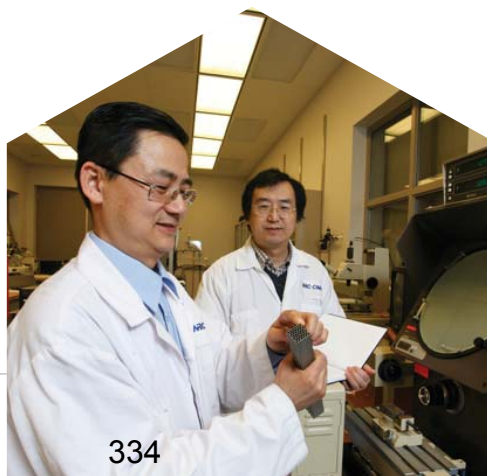


Table 14:
2017 - Job Vacancies for the City of London by NAICS Code²⁵

Name of the sector	NAICS	Total 2017
Total	0	10,255
Hidden Job market	0	10,255
Accommodation and Food Services	72	3,005
Administration and Support and Waster Management Remedial	56	2,888
Agricultural, Forestry, Fishing and Hunting	11	1,1780
Arts, Entertainment, and Recreation	71	1,508
Construction	23	1,255
Educational Services	61	1,213
Finance and Insurance	52	1,164
Health Care and Social Assistance	62	1,103
Information	51	983
Management of Companies and Enterprises	55	849
Manufacturing	31	800
Mining, Quarrying, and Oil and Gas Extraction		695
Other Services (except Public Administration)	81	645

These unfilled jobs represent approximately 5,000 positions a month that remain vacant which could be filled by Newcomer talent, including those already in London. The population and labour force base is aging across Ontario as well as at the regional level. Looking forward, the aging labour force base is anticipated to result in a gradual decline in the labour force participation rates over the first half of the forecast period (2016 to 2031) from 60% to 57%. To counterbalance this projected decrease, Newcomer talent is needed to fill these positions in an attempt to prevent this downward slide.



3.5 Programs, Services, Policy, and Initiatives

A. Community and Regional Programs and Services

As a community, London has a number of programs and services to support immigrants in attaining economic and social inclusion in the community. These include programs delivered directly or indirectly by the Municipality. In developing the Newcomer Strategy, the Committee felt it was important to take into account the existing support network and to ensure the priorities and work plan are supportive of, and not duplicative or inconsistent with, existing programs, services, and initiatives.

Over the last several years, the City has been working actively with local agencies, stakeholders, and other community partners. Two notable examples are the London & Middlesex Local Immigration Partnership (LMLIP) and IMMPLY.

The London & Middlesex Local Immigration Partnership is co-chaired by the City

of London and funded by Immigration, Refugees, and Citizenship Canada (IRCC), with support from the Ontario Ministry of Citizenship and Immigration (MCI) and the Association of Municipalities of Ontario (AMO). Since its inception in 2009, this partnership has brought together many sectors, volunteers, and immigrant communities to develop and implement locally-driven strategic plans for the successful integration of immigrants in London and Middlesex County.

On the employer side, the City sits as an ex-officio participant on IMMPLYO's (formerly the London Middlesex Immigration Employment Council) Leadership Council, which brings together employer representatives from London and region. IMMPLYO's mandate is to connect employers with immigrant talent to foster economic prosperity. Its two leading programs are Job Match and Mentorship. IMMPLYO is akin to an Immigration Employment Council (IEC). IECs are active across the country.

On the settlement front, the City works in partnership with the local settlement agencies that offer services for Newcomer families and children. These agencies include Centre Communautaire Régional de London, Cross Cultural Learner Centre, Collège Boréal, LUSO Community Services, South London Neighbourhood Resource Centre, and YMCA of Western Ontario.

The City has also been involved in organizing an annual welcome event for International Students which has included the local educational institutions.

See Appendix B part 1, 2 and 3 at london.ca/NewcomerStrategy for a more comprehensive listing of local community organizations and their programs aimed at the attraction, integration and/or retention of Newcomers. This list was derived in December 2017.

B. Federal and Provincial Funding Programs, Policy and Initiatives

There are several existing federal and provincial funding programs that the City and community organizations have been able to tap into to driving local programing supportive of the Newcomer Strategy. The City's Immigration Portal is one example of an initiative supported in large part by IRCC funding. The City has been effective in identifying and tapping into funding opportunities to support other programming aimed at Newcomers. Actively monitoring changes to funding, policy and initiatives will be important moving forward.

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Main Findings

4.1 Main Findings on Review of Data

The development of this Newcomer Strategy is informed by the data that is available for the London community. Unfortunately, there is incomplete data on Newcomer arrivals, retention and participation in the workforce for mid-sized cities, such as London. There is also little data on the skill sets of Newcomers coming to the city (in particular as it relates to secondary migrants), how many choose the entrepreneurial path and how successful they are in following that path, how many international students stay in London after they have completed their studies, what the anticipated job vacancies will be in London in the short and long-term, and the skills and education refugees may have that could make them more readily employable. Furthermore, most of the pertinent data that is available is generated by Statistics Canada every five years and, once published, is dated by one or two years.

The main findings based on the data currently available to the Committee are summarized here.

- For the most recent period of 2011-2016, refugees represented the second largest percentage of Newcomers coming to London at 34%, after economic immigrants at 44%. All Newcomers bring a wealth of experience and skills that can be used to boost the local economy. The need to foster and support training programs to facilitate faster integration of refugees and economic immigrants already here is essential. By providing the right tools, programming, and language training, these Newcomers can be integrated into the local labour market faster and strengthen the workforce. It is increasingly important to assess the labour market potential of all Newcomers, especially refugees, as they are eager to work to support not only their families but the local community.
- The London CMA three-year retention rate²⁶ sits at around 79% of those who arrived directly to London in 2009. The 10-year retention rate of Newcomers who arrived directly to London in 2001 is 58.4%. When compared to other cities across Canada, London sits in 10th position, above Halifax at 46.1% and St. John's at 42.1%. The top cities with the highest 10-year retention rates of those who arrived in 2001 are Calgary with 77.1%, followed by Toronto at 76.9% followed closely by Edmonton at 76.1%, and Vancouver at 75.9%. London needs to look at ways to fully integrate Newcomers, especially into the labour market, to retain them long term.



- London lags behind its Canadian competitor cities in terms of the percentage of its population comprised of Newcomers at 22% compared to the Ontario average of 30%. Currently, London sits in the 9th place as seen in the comparison below:

Portion of Immigrants to the Total Population, 2016 Selected Cities Ontario

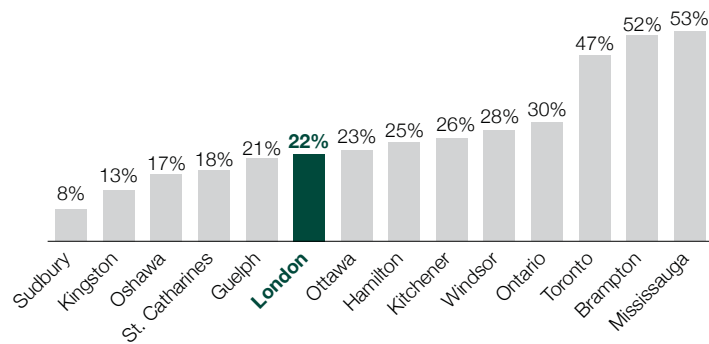


Table 15:

The following table shows where the London CMA sits compared to other CMAs in Southern Ontario²⁷

Year	Hamilton [CMA] (Ont.)	Kitchener - Cambridge - Waterloo [CMA] (Ont.)	London [CMA] (Ont.)	St. Catharines - Niagara [CMA] (Ont.)	Windsor [CMA] (Ont.)
Total Population 2016	747,545	523,894	494,069	406,074	329,144
Number of recent immigrants (2011 to 2016)	17,425	13,975	11,955	4,990	10,100
Percent immigrated (2011 to 2016)	9.8	11.8	12.6	52.8	13.6
Total Number of Immigrants	177,070	118,615	94,690	67,195	74,495
Economic immigrants - Principal	2,760	2,400	1,980	820	1,220
Economic immigrants - Dependent	4,315	3,370	3,335	1,235	1,665
Family Sponsorship	5,335	4,250	2,515	1,715	2,870
Refugees	4,540	3,735	3,925	850	4,130
Other Categories (ex. H&C)	470	220	205	280	225

- Using the reference population growth scenario provided by Watson & Associates Economists²⁸, an annual average growth rate of 0.9% to the year 2044 is forecasted. When broken down, this results in an annual average growth rate of 1.1% between 2016 and 2031, declining to 0.6% from 2031 to 2044. This reflects the aging population and therefore the decline in labour force. As highlighted above, population growth associated with a natural increase (births less deaths) is forecast to steadily decline, therefore making migration a primary driver of long-term population growth. When applying an average annual growth rate of 1% over the next five years, and taking into consideration an estimated annual decrease of 2% in natural population growth, London should look to attract and retain a minimum of 4000 net migrants annually to maintain a 1% population growth rate, as found at the end of Section 7. There should be a particular focus on retaining those Newcomers arriving between the ages of 20 and 44, as they compensate for the aging population and replace those exiting the labour force. This would work to prevent a decline below an annual growth

rate of 1%, as projected from 2031 to 2044.

- There is a demographic and workforce imperative to attracting, integrating and retaining Newcomers to London to balance and compensate for the declining birthrate and the aging population of Canadians. Despite this, businesses often cite the lack of local talent as a major constraint to their growth. The growth rate of London CMA was only 4.1% between 2011 and 2016 which is lower than the Ontario average of 4.6%. London Economic Region²⁹ had a growth rate of only 3.6%. Of London's CMA total population, only 11,595 (3.1%)³⁰ are recent immigrants who arrived between 2011 and 2016.
- Due to lack of data collection and availability, it is not possible to measure how many Newcomer entrepreneurs have achieved success in London and the percentage of Newcomers obtaining commensurate employment. Without existing baseline datasets, it is difficult to strategically address and help to fill specific gaps in certain sectors.

At the end of its first annual review, the Strategy will be revisited to account for a forthcoming Statistics Canada Census release set for July 2018, which will provide more current data around the industry, occupation, and admission categories of Newcomers arriving to the London CMA between 2011 and 2016.

4.2 Main Findings from Literature

These main findings highlight some best practices outside of London and Canada that were identified in literature and that the Committee felt were relevant to the Newcomer Strategy.

A. Worldwide Examples

Relying on Immigrant Networks: Business Network (Aachen, Germany): Business Network Aachen has the goal of targeting innovative, and growth-oriented “ethnic” companies. Its aim is to combine regional economic expansion with the integration of migrants in the city. By developing a member-driven network of entrepreneurs, executives and leaders from trade associations, public institutions, and industry-

related organizations, the network stimulates the growth of business opportunities while changing public perceptions about immigrants and their contribution to the city.

There are regular networking events as well as workshops to discuss strategies, plans and goals to develop existing and new contacts for building business opportunities. Since the emphasis is on inclusion, not all members need to have an immigrant background. They only need to be interested in strengthening Aachen as an international business location to become a member of the voluntary network. To ensure success, other prominent organizations are also involved, such as the Aachen Chamber of Commerce and the RWTH Aachen University.

Mayor's Office of New Bostonians: An agency dedicated to helping the city's Newcomers connect with city government services (Boston, USA). The Mayor's Office of New Bostonians is the municipal agency dedicated to welcoming the city's Newcomers and getting them established. What makes it successful is the centralized coordination of services, including a pool of interpreters fluent in 17 languages available to 20 city departments and Newcomers, free legal advice relating to discrimination and English for Speakers of Other Languages (ESOL) classes offered by the city. The agency also conducts research and serves as an advocate for immigrants citywide. It is the go-to place where an immigrant can find help with practically any problem, confident that the city will respond.

The Philadelphia Story: Economic Integration through Integrated Services (Philadelphia, USA): Access to capital is a common challenge faced by immigrant entrepreneurs. While some business owners rely on informal lending circles for the financial stimulus they need, working outside the formal economy can also limit further growth. The City of Philadelphia works to bridge the divide between immigrant entrepreneurs and mainstream financial institutions. With a lending circle model familiar to many immigrant communities, the Rotating Savings and Credit Association (ROSCA) helps provide loans for microenterprises.

B. Canadian Examples (outside of London):

Improved Data Collection (British Columbia, Manitoba, New Brunswick): In an effort to improve timely, accurate, and up-to-date data on Newcomers, these provinces are launching pilot projects aimed at using Medicare Client Registries such as Medicare. These registries record useful information on all residents, including Newcomers, and can help track inter-provincial migration. This information

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can be potentially be updated regularly, as opposed to annually through tax filer data collection (with a minimum two-year lag).

Internships, 'Canadian' Experience and Employment (Montreal, Quebec): The City of Montreal, the largest employer in Montreal and the surrounding suburbs with more than 25,000 employees, recognized the lack of Canadian work experience as a barrier that was preventing many bright and talented individuals from fully participating in the Quebec labour force. To help Newcomers, as well as recent graduates, overcome that barrier and help the City be more reflective of the population it serves, the City launched the Professional Sponsorship Program (Programme de parrainage professionnel) in 2006. The program has a tripartite funding model. Emploi Québec provides a wage subsidy equivalent to the provincial minimum wage and the City of Montreal tops up the minimum wage to the appropriate compensation level based on the job. The province of Quebec's Department of Immigration and Cultural Communities finances an annual evaluation as well as the training for mentors and mentees.

Toronto Regional Immigrant Employment Council's Mentoring Partnership Program (Toronto, Ontario): The program matches recent skilled immigrants with mentors in their field. Operating in the Toronto region since 2004, TRIEC Mentoring Partnership has facilitated over 16,000 mentoring relationships between immigrant professionals and established Canadian professionals. The TRIEC Mentoring Partnership is delivered in collaboration with GTA-based companies and organizations (employer partners) and community agencies (community partners). Employer partners promote the mentoring opportunity internally to staff and identify suitable, qualified volunteer mentors. Community partners match these mentors with immigrant professionals and support the mentoring relationship over three months.

Thunder Bay's Annual Immigration Forum (Thunder Bay, Ontario): The Thunder Bay Local Immigration Partnership, along with the Northwestern Immigration Partnership, hosts a forum aimed at connecting and educating various individuals and organizations on issues pertaining to the current needs of Newcomers in the community. This is an annual conference and has been a success for 10 years, where local municipalities and organizations are able to discuss, assess and address their labour needs as gaps in skills and numbers continue to grow. Speakers and workshops address a variety of topics including an overview of pathways to immigration, forecasted employment trends for the region, and more.

4.3 Community Consultations

The main findings summarized below are based on feedback and information obtained from Committee members, stakeholder surveys, telephone and face-to-face consultations with various stakeholders, including Newcomers and a review of the literature on best practices and data on Newcomers. Refer to Appendix C at london.ca/NewcomerStrategy for a listing of organizations and individuals who participated in the consultation process.

4.4 Main Findings from Consultations

The following main findings identify what the Committee members, Newcomers and organizations who participated in the consultation process viewed as barriers and/or opportunities with regard to the attraction, integration and/or retention of Newcomers in London.

- A. Awareness of resources offered by the City and organizations available in London to help Newcomers integrate into the city's social, economic and cultural landscape is limited. This lack of awareness was not limited to Newcomers, but also to organizations which host or support Newcomers. The Immigration Portal was identified as a useful tool, but awareness of the portal was also limited and its navigation difficult.
- B. Greater participation, support, and engagement by the Mayor, City Council members, and/or City staff in local Newcomer events, such as events celebrating international students, is viewed as very important by both the organizations hosting the events and Newcomers, including family members. This has a positive effect and the more this can be done the better as it sends a positive message.
- C. In addition to ensuring the effective integration of the Newcomer, equal importance must be placed on integrating their family. Along with the inability of a Newcomer to find employment or obtain other workplace experience, failing to

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integrate the Newcomer's multigenerational family members was also identified as one of the primary reasons why a city fails to retain Newcomers.

- D. Messaging about London differs among the various stakeholders involved in attracting and/or retaining of Newcomers. A universal message and branding (i.e. municipality / Mayor) that all public, private and other stakeholders can use to promote the city to Newcomers would be beneficial in attracting, integrating and retaining Newcomers.
- E. Prospective Newcomers place considerable weight on word of mouth from fellow Newcomers in deciding where to work and/or study. Ensuring that Newcomers have positive experiences is critical, but promoting and highlighting those positive experiences through Newcomer testimonials, plays a vital role in a Newcomer's decision on where to settle.
- F. Educating all residents, including Canadian born, and non-Canadian born, employers, and educational institutions, about the advantages and contributions of Newcomers is important to ensure successful integration. Being proactive here is key, but reacting promptly to debunking myths and racist attitudes when they emerge in the community is also crucial.
- G. Integrating Newcomers into the economy is a high priority. Failure in this regard leads to low integration and retention. Giving Newcomers exposure to the workplace or business culture through workplace mentorships, business networking, volunteer or paid internships are important first steps. More needs to be done for greater participation in this area.
- H. Finding work that is commensurate with a Newcomer's skills and experience is also important in retaining the Newcomer. Attraction efforts should be aimed at Newcomers with skills and experience in demand or that are expected to be in demand in the near future. Ensuring that there is an appropriate link between these two will increase the probability of the Newcomer finding suitable employment.
- I. Generating more data and on a more regular basis (i.e. every year) about key trends relating to Newcomers in London and region is crucial to measuring success or failure of strategies, programs and services aimed at Newcomers

and to allow for prompt adjustments and changes to strategies, policies, programs and services. Some of this data may already be available from a collection of stakeholders, but has not been consolidated or the need to collect has not been recognized. This needs more attention and concerted action through supporting new initiatives. An example of this is the new partnership between the London & Middlesex Local Immigration Partnership and Calgary's Local Immigration Partnership's pilot project to improve access to and sharing of immigration-related data collection at a national level.

- J. Greater promotion of existing programs that bridge international students to employment-related supports that will help them secure employment post-graduation are needed in order to retain them in London. This also includes more focused efforts on informing and encouraging local employers to hire internationally skilled workers, international student graduates, and Newcomers in general.
- K. Greater regional cooperation is needed in order to ensure that Newcomers stay in southwestern Ontario (SWO). Retention in the region is also a benefit for all other cities and communities in SWO. A successful economy in Sarnia or Chatham, for example, creates important spinoffs of benefit to nearby cities, such as London and Windsor.
- L. There are numerous programs available to the general population to support entrepreneurs and those looking for employment. At issue is that these programs have not, for the most part, been adapted to be suitable for Newcomers with regard to their particular needs and circumstances. This includes stumbling blocks around policies and the parameters of the Canadian Experience Class for International Student Entrepreneurs.
- M. Transportation that is dependable and accessible is an area of concern, and must be revisited in order to develop new solutions.

A more detailed summary of the findings broken down under the subheadings Attraction, Integration and Retention can be found in Appendix D at london.ca/NewcomerStrategy.



Newcomer Strategy

5.1 Guiding Principles

This Strategy, along with identified priorities and proposed work plan, has been developed with the community and in consultation with key stakeholders and a broad cross-section of community members. There is a recognition that the City of London has a key role in directly and indirectly driving the vision and mission of this Strategy. Through the exercise of those levers, the City can play a leadership role in the attraction, integration, and retention of Newcomers and can drive the desired action by including its community stakeholders.

The Committee identified the following guiding principles based on some of the main findings:

- **Common Understanding:** There must be a two-way approach to immigration as there is a role for immigrants and a role for the community. It is recognized that both parties must be actively engaged in the process of welcoming, integrating and retention of Newcomers to the community and labour market.
- **Common Voice to Create Change:** There is a need to create a united voice to effect a bigger impact when approaching the federal and provincial governments with respect to policies. This could be an avenue to reducing barriers in attracting, integrating and retaining Newcomers, immigrants, and potential Newcomers.
- **Leadership:** The Corporation of the City of London should lead by example in supporting and engaging the community as a whole, and should also look to its own practices in hiring, mentoring and integrating immigrants. This example will help engage the rest of the community and its stakeholders to become more actively involved in implementing the proposed strategic activities.
- **Include Neighbouring Municipalities:** While this Strategy focuses on London, in the long term a regional approach would be of benefit, particularly in terms of attracting skilled workers to fill vacancies within the job market.

5.2 Strategic Priorities

The strategic priorities are framed broadly and intended to support the mission and vision of the Newcomer Strategy.

The following table provides an overview of the three strategic priorities for the Strategy along with recommended high-level activities. A more detailed work plan of activities, timelines, leads and performance metrics can be found in the work plan.

Some of the activities as set out in the work plan will require follow-up consultation with local community partners and agencies to clarify their abilities, interests, and roles

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in moving certain activities forward. This will help identify funding needs that may be required to properly implement certain actions.

A year following the endorsement of this Strategy, a progress report, which will include next steps, action items, and detailed financial impacts, will be brought back and presented to City Council by Civic Administration for approval.

The Newcomer Strategy will have a five-year life-span to correspond with the next Statistics Canada Census set for release in 2023. The work plan will be reviewed annually to account for new data, other City and community initiatives, changes in federal or provincial policy direction, and other relevant factors to ensure that the activities remain adequate to support the achievement of the outcomes as identified in the next section.

Strategic Priorities	Recommended High-level Activities
<p>1. Enhance Awareness:</p> <p>Foster greater awareness of the city, the importance of Newcomers to the city, and programs, services, and opportunities aimed at the attraction, integration, and retention of Newcomers.</p>	<p>1.1 City Welcome Message</p> <p>1.2 Digital Strategies</p> <p>1.3 Welcome Centre for Newcomers</p> <p>1.4 City's Internal Education, Coordination, and Initiatives</p> <p>1.5 Improve awareness for local Employers and Newcomers</p>
<p>2. Facilitate Access:</p> <p>Foster greater access to programs, services and opportunities aimed at the attraction, integration, and retention of Newcomers.</p>	<p>2.1 Welcome and engage international students</p> <p>2.2 Increase community building</p> <p>2.3 Program funding</p> <p>2.4 Strengthen London's workforce through workplace connections</p>
<p>3. Active Engagement:</p> <p>Foster greater engagement with and/or among Newcomers, local, regional, provincial and federal stakeholders, and City staff/divisions to achieve a more coordinated and concentrated approach to the attraction, integration, and retention of Newcomers.</p>	<p>3.1 Data collection development, and coordinated advocacy</p> <p>3.2 Strengthen existing and create new partnerships</p> <p>3.3 Expand London's business and networking programs</p>



Targeted Outcomes

The targeted outcomes as set out here are based on the desired population growth of at least 1% to maintain and support economic growth.

A. Measurement Timeline:

Due to the delay in the City of London's ability to access complete and current data, the next Statistics Canada Census release dates, and the tax filer data release schedule, the outcomes for the first three years of the strategy will be measured at the end of the Strategy's five-year lifecycle. These outcomes will be measured against the current data set out in sections 3.2 and 4.1 around these indicators.

Through new partnerships and pilot initiatives, the City also hopes to improve its ability to track, update, and adjust, not only the majority of the targets set below but the work plan objectives, on an annual basis.

B. Targeted Outcome Measures for 2018-2023:

1. Achieve a net average annual Newcomer inflow to the London CMA of no less than 4,000 Newcomers (this includes international, inter- and intra-provincial migration).
2. Achieve an average proportion of Newcomers of working age, between 25 and 55 years of age, of no less than 60% through migration (this includes international, inter- and intra-provincial migration).
3. Maintain an average retention rate of 70% of Newcomers in London (i.e. skilled workers and entrepreneurs, and Newcomers between 25 and 55 years of age).
4. Maintain an average attraction level of international students attending local educational institutions of no less than 11,000 students a year.
5. a) Achieve an average annual employment rate for Permanent Residents that closely approximates and ideally is no less than the employment rate of Londoners overall.

b) Of the employment rate of all Permanent Residents in 5. a), at least 50% are appropriately employed in their chosen fields.

It should be noted that these targeted outcomes may be subject to factors outside the control of both the City and its community partners. These factors may have a positive or negative impact on the achievement of the outcome(s). This includes federal and provincial changes in policy.

Table 16:
1% Population Growth Model 2% Avg Decline in Natural Increase Forecast (f)³¹

	2017(f)	2018 (f)	2019 (f)	2020 (f)	2021 (f)	2022 (f)
Est. Natural Increase	1,039	1,018	998	978	958	939
Targeted Population Growth	4,935	4,984	5,034	5,084	5,135	5,187
Gap that needs to be covered by Net Immigrant Inflow to London	(3,896)	(3,966)	(4,036)	(4,107)	(4,177)	(4,248)



Work Plan

Twelve months following the endorsement of this Newcomer Strategy, an in-depth implementation plan along with an accompanying progress report of work accomplished within this timeframe, will be brought back and presented to Council by Civic Administration. This report will also identify next steps, and additional financial resources needed to support the implementation and ongoing support of the work plan's activities. The timeframe and milestones found below provide a high-level context around when and how each of the activities will be addressed through the next 12 months.

This Newcomer Strategy will work in collaboration with existing community stakeholder initiatives, and existing relevant City-led strategies. The successful implementation of the Strategy is, in part, dependent on various community stakeholders working together and may result in the modification of certain activities.

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Strategic Priority 1: Enhance Awareness

The activities supporting this strategic priority are aimed at promoting and creating greater awareness of the City and programs, services and opportunities available to Newcomers and other applicable stakeholders.

The information to be disseminated to Newcomers in connection with or as a result of the activities described below, are to be disseminated, when possible, in both official languages, and, when feasible, other additional languages that are prevalent among the Newcomer population in London.

1.1 Welcome Message & Value Message			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Create, disseminate, and maintain a City of London branded Welcome Message aimed at all Newcomers. Ex. Create, disseminate and maintain a City of London branded message on the value of Newcomers to employers and other local and regional stakeholders. 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> City of London (COL) Immigration Specialist <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services, and COL Communications <p><u>External Support:</u></p> <ul style="list-style-type: none"> The London Economic Development Corporation (LEDC), London & Middlesex Local Immigration Partnership (LMLIP), IMMPLOY, college, university and other local stakeholders as identified by lead. 	<ul style="list-style-type: none"> Create welcome and value messaging within six months. Disseminate via various digital and non-digital media, in particular website, social media and hard copy within 12 months. Complete and implement ongoing review, maintenance, and evaluation process within 18 months. 	<p><u>Quantitative Website Traffic Analytics:</u></p> <ul style="list-style-type: none"> Visits to welcome message and value message (#'s, unique visitors, returning visitors, demographics) <p><u>Qualitative:</u></p> <ul style="list-style-type: none"> The extent to which the messaging is adopted and incorporated into messaging package of other local stakeholders. Annual feedback meeting with stakeholders

1.2 Digital Strategies			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Update, improve and maintain current digital platforms, such as London & Middlesex's Immigration Portal. <p>Eg. Update, disseminate and maintain a roadmap of program services and resources available to Newcomers.</p>	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Communications, and Manager of Strategic Programs and Partnerships in Social Services <p><u>External Support:</u></p> <ul style="list-style-type: none"> LEDC; other local stakeholders as identified by the lead 	<ul style="list-style-type: none"> Complete internal discussions and costing of options to update, promote and maintain the portal within six months. Identify and apply for funding sources to help support the costs of development within eight months. Launch new or updated site with promotional campaign within 16 months. Complete maintenance and evaluation process within 18 months. 	<p><u>Quantitative Portal measures:</u></p> <ul style="list-style-type: none"> Google Analytics: Visits to Portal (#'s, unique visitors, returning visitors, demographics, top pages viewed) <p><u>Qualitative:</u></p> <ul style="list-style-type: none"> Quarterly meetings with the London & Middlesex Immigration Portal Steering Committee Annual stakeholder feedback meeting.

1.2 Digital Strategies			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Create a Mobile App for the London & Middlesex Immigration Portal (such as ALEXA™ and GOOGLE™ HOME). 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Communications, and Manager of Strategic Programs and Partnerships in Social Services <p><u>External Support:</u></p> <ul style="list-style-type: none"> LEDC; other local stakeholders as identified by the lead 	<ul style="list-style-type: none"> Complete internal discussions and costing options to create App within six months. Identify funding sources to help support the costs of development within six months. Create at least one App within 12 months. Launch App with promotional campaign within 15 months. Complete maintenance and evaluation process within 18 months. 	<p><u>Qualitative App measures:</u></p> <ul style="list-style-type: none"> To be developed in partnership with the App developer with support from the identified internal supports and in collaboration with an external support group.
<ul style="list-style-type: none"> Improved visibility of London overseas through other online resources and pre-arrival services. <p>Eg. Destination Canada Webinars in both official languages</p>	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services <p><u>External Support:</u></p> <ul style="list-style-type: none"> Réseau de soutien à l'immigration Francophone, and others to be identified by the lead 	<ul style="list-style-type: none"> Complete preliminary discussions with identified external supports within six months. Identify additional steps within 12 months. 	<p><u>Quantitative:</u></p> <ul style="list-style-type: none"> Census (2023) To be determined <p><u>Qualitative:</u></p> <ul style="list-style-type: none"> Annual meetings with stakeholders

1.3 Welcome Centre for Newcomers			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Pilot Welcome Centre at an existing high traffic and accessible location(s) in London. 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist <p><u>Internal Supports:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services, Service London <p><u>External Support:</u></p> <ul style="list-style-type: none"> To be identified by the lead 	<ul style="list-style-type: none"> Complete discussions within six months Complete and present internally action plan and financial impacts/ budget within 12 months. Launch pilot Welcome Centre within 18 months. Complete maintenance and evaluation process within 18 months. 	<p><u>Qualitative:</u></p> <ul style="list-style-type: none"> Stakeholder feedback and use of Welcome Centre as a point of information dissemination.

1.4 City's Internal Education, Coordination, and Initiatives			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Staff education and awareness on the benefits, needs, and cultural differences of Newcomers 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Human Resources <p><u>Internal Supports:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist, COL Manager of Strategic Programs and Partnerships in Social Services, COL City Manager's Office. 	<ul style="list-style-type: none"> Complete discussions on the action plan with lead and Internal supports within three months. Complete action plan and begin execution within 12 months. 	<p><u>Quantitative</u></p> <ul style="list-style-type: none"> The number of information and training sessions delivered. The number of employees trained. The higher degree of engagement by personnel as supported by participation in programs, such as IMMPLOY's mentorship program.
<ul style="list-style-type: none"> Support the Internal City working group that champions the vision and mission of the Newcomer Strategy within all City departments. <p>Eg. City's Human Resources Diversity and Inclusion Recruitment Outreach Strategy</p>	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Human Resources <p><u>Current and continual representation:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist <p><u>Internal Supports:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services 	<ul style="list-style-type: none"> Immediate and ongoing. Identify additional steps within 12 months 	<p><u>Quantitative:</u></p> <ul style="list-style-type: none"> The number of City departments that seek input and participation of Immigration Specialist. The number of annual information sessions organized by the City and open to all local communities on the hiring practices of the City. The number of Newcomers applying for City positions.

1.5 Improved awareness for local employers and Newcomers			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Work with community stakeholders to coordinate and build Newcomer employment components into existing events and activities <p>Eg. For employers: Process to hire, both local Newcomers and international students.</p> <p>For Newcomers: How to access employment services and supports</p>	<p><u>Lead:</u></p> <ul style="list-style-type: none"> TBD <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist, and COL Manager of Strategic Programs and Partnerships in Social Services <p><u>External support:</u></p> <ul style="list-style-type: none"> To be identified by the lead 	<ul style="list-style-type: none"> Identify additional steps within 12 months. 	<ul style="list-style-type: none"> TBD

Strategic Priority 2: Facilitate Access

The activities supporting this strategic priority are aimed at increasing the visibility of City officials and/or Council members to Newcomers and to facilitate access to programs, services and opportunities directed at Newcomers.

2.1 Welcome and engage international students			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Participate in Welcome International Student Events. Eg. City to continue to organize an annual welcome event in partnership with local educational institutions, LEDC, and London's welcoming community. <p>Eg. Mayor/Council to participate in events.</p>	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services <p><u>External Supports:</u></p> <ul style="list-style-type: none"> LEDC, local educational institutions, London Heritage Council, and other stakeholders as identified by lead. 	<ul style="list-style-type: none"> Confirm continued participation in Welcome International Student Events and complete discussions with applicable stakeholders within six months. Identify and participate in at least two other stakeholder events within 18 months with a focus on connecting Newcomers and employers. Stakeholders may include LEDC, IMMPLY and/or London Chamber of Commerce. 	<p><u>Quantitative</u></p> <ul style="list-style-type: none"> Number of attendees <p><u>Qualitative:</u></p> <ul style="list-style-type: none"> Feedback based on surveys completed on site by attendees. Feedback based on meetings with partners and other stakeholders.

2.2

Ensure Newcomer interests considered by stakeholders involved with other initiative

Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Actively participate in the planning and implementation of activities by internal City divisions and external stakeholders that will have an impact on Newcomers. 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist <p><u>External Support:</u></p> <ul style="list-style-type: none"> London & Middlesex Local Immigration partnership, Réseau de soutien à l'Immigration Francophone, and others to be identified by the lead. 	<ul style="list-style-type: none"> Complete discussions between the identified lead, internal support, and external support group as identified within six months. Identify additional steps within 12 months. 	<p><u>Qualitative:</u></p> <ul style="list-style-type: none"> Annual campaign evaluations Review of London as a welcoming community, eg. 17 Characteristics of a Welcoming Community³²
<ul style="list-style-type: none"> Support specific campaigns promoting the benefits and positive impacts of immigration on the local workforce. 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist <p><u>External Support:</u></p> <ul style="list-style-type: none"> The London & Middlesex Local Immigration Partnership and the Réseau de soutien à l'Immigration Francophone. 		<p><u>Quantitative:</u></p> <ul style="list-style-type: none"> Number of annual campaigns supported by the City of London

2.3

Program funding

Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Review current and explore future purchase of service agreements through the City to determine the feasibility of broadening the scope of services to include attraction, integration, and retention activities for Newcomers. 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL City Manager's Office (Economic Partnerships) <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services, COL Immigration Specialist <p><u>External Support:</u></p> <ul style="list-style-type: none"> To be identified by lead 	<ul style="list-style-type: none"> Complete discussions between identified lead and internal support group within six months. Identify additional steps within 12 months. 	<p><u>Quantitative:</u></p> <ul style="list-style-type: none"> Annual Purchase of Services reports Number of Newcomers accessing services Others to be determined

2.4

Strengthen the link between Employers and Newcomers

Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Work with community stakeholders, employers, IMMPLOY, LEDC and Chamber to participate in networking conferences/events aimed to connect Newcomers, internationally skilled Newcomers, entrepreneurs and international students with local employers. 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Immigrant Specialist <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services, COL Human Resources, COL Immigration Specialist <p><u>External Support:</u></p> <ul style="list-style-type: none"> LEDC, IMMPLOY, Chamber and other stakeholders as identified by lead. 	<ul style="list-style-type: none"> Complete meetings with stakeholders within six months to identify events suitable for City participation. Participate in at least two events within 18 months. 	<p><u>Quantitative:</u></p> <ul style="list-style-type: none"> Number of participants Number of employer participants <p><u>Qualitative:</u></p> <ul style="list-style-type: none"> Feedback from community stakeholders, employers, and participants

2.4 Strengthen the link between Employers and Newcomers			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Remove barriers to employment for Newcomers through increased internship positions for all Newcomers, including international student graduates, available through the City of London Internship Program³³. 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Human Resources <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services, COL Immigration Specialist 	<ul style="list-style-type: none"> Complete internal discussions between Human Resources and internal supports within eight months. Identify additional steps within 12 months. 	<p><u>Quantitative:</u></p> <ul style="list-style-type: none"> Increase in the number of paid internship positions
<ul style="list-style-type: none"> Work with community stakeholder to promote the benefits of Job Matching and Mentorship programs within the City of London divisions 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Human Resources <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services, COL Immigration Specialist <p><u>External support:</u></p> <ul style="list-style-type: none"> To be identified by lead 	<ul style="list-style-type: none"> Complete internal discussions between Human Resources and internal supports within six months. Next steps to be identified within six months. 	<p><u>Quantitative:</u></p> <ul style="list-style-type: none"> Increased number of mentors

Strategic Priority 3. Active Engagement

The desired outcomes of this priority are to engage government, business, and other organizations to become more engaged in the attraction, integration, and retention of Newcomers to London. This includes opening a dialogue with the federal and provincial governments to attempt to reduce barriers for Newcomers and increase funding opportunities for organizations that support Newcomers. This also includes working with local stakeholders to expand London's business and networking programs to include supports for Newcomer entrepreneurs.

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Through new and existing partnerships and improved access to current data, London will be able to make timely and informed decisions on how to best respond to the needs, gaps and barriers in services aimed at integrating and retaining Newcomers.

3.1 Data Collection Development and Coordinated Advocacy			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Create an advisory body to review the progress of the implementation of the Strategy, coordinate advocacy efforts with the federal and provincial governments, and create data development partnerships to improve access to current statistical information on an ongoing basis. <p>Eg. launching pilot projects aimed at using Medicare Client Registries; reduce systemic barriers for international student entrepreneurs.</p> <p>The role of this advisory body will include developing business cases and position papers to be signed by local stakeholders.³⁴</p>	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services <p><u>Internal Supports:</u></p> <ul style="list-style-type: none"> COL Government Relations, and COL Immigration Specialist <p><u>External support:</u></p> <ul style="list-style-type: none"> Western University, Fanshawe College, and others to be identified by the lead 	<ul style="list-style-type: none"> Complete discussions with local community partners and agencies to further clarify abilities, existing initiative, interests, and roles within four months. This includes clearer defined descriptions of activities, cost implications, and budget needs. Identify next steps within six months. 	<p><u>Qualitative:</u></p> <ul style="list-style-type: none"> Annual meeting of the advisory body Annual report card Annual position paper or business case with achieved results

3.2 Strengthen existing and create new partnerships			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Explore opportunities to create new regional partnerships to raise awareness of the immigration needs of the region and encourage secondary migration to London. 	<p><u>Lead:</u></p> <ul style="list-style-type: none"> TBD <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services, and COL Economic Partnerships 	<ul style="list-style-type: none"> Complete discussions with the internal support group to determine next steps and the lead within the next 10 months. Identify additional steps within the next 12 months. 	<p><u>Quantitative:</u></p> <ul style="list-style-type: none"> Annual meeting with two or more regional partners
<ul style="list-style-type: none"> Work with and engage all local stakeholders and service providers to share, learn and identify gaps in services and programming and identify gaps and potential opportunities to improve the areas of attraction, retention, and integration. <p>Eg. Hold an annual forum</p>	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Immigration Specialist, and COL City Manager's Office <p><u>External Support:</u> To be identified by lead</p>	<ul style="list-style-type: none"> Complete discussions with internal support group to determine next steps and identify external stakeholders to engage within 10 months. Identify additional steps within 12 months. 	<p><u>Qualitative</u></p> <ul style="list-style-type: none"> Annual activity Number of participants <p><u>Quantitative:</u></p> <ul style="list-style-type: none"> Participant feedback through attendance survey

3.3 Expand London's business and networking programs			
Action(s)	Lead(s) and Support(s)	Timeframe/ Milestones	Measures
<ul style="list-style-type: none"> Work with local stakeholders and local employment planning boards to develop solutions towards filling vacant positions and supporting Newcomer entrepreneurs. <p>Eg. Collaboratively promote and enhance the use of new projects geared to support Newcomer entrepreneurs and internationally skilled professionals.</p>	<p><u>Lead:</u></p> <ul style="list-style-type: none"> COL City Manager's Office and COL Economic Partnerships <p><u>Internal Support:</u></p> <ul style="list-style-type: none"> COL Manager of Strategic Programs and Partnerships in Social Services <p><u>External Support:</u></p> <ul style="list-style-type: none"> Select community economic stakeholders as identified by the Lead. 	<ul style="list-style-type: none"> Complete discussions with local stakeholders within the next 10 months. Identify additional steps within 12 months. 	<p><u>Qualitative:</u></p> <ul style="list-style-type: none"> Annual meeting



Endnotes

1. Table 1: Source: Table 051-0057 Components of population growth by census metropolitan area, sex and age group for the period from July 1 to June 30, based on the Standard Geographical Classification (SGC) 2011, annual (persons)(1,2,15,16).
2. These are the 2009-2010 data: 2947 immigrants, 230 secondary immigrants, 483 non-permanent residents and 1836 emigrants = 1824 +1531(surplus) = 3355 gain.
3. Statistics Canada. 2017. Focus on Geography Series, 2016 Census. Statistics Canada Catalogue no. 98-404-X2016001. Ottawa, Ontario. Data products, 2016 Census.
4. Statistics Canada. 2017. Focus on Geography Series, 2016 Census. Statistics Canada Catalogue no. 98-404-X2016001. Ottawa, Ontario. Data products, 2016 Census.
5. Newcomers who are selected for their skills and ability to contribute to Canada's economy.

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6. Table 2 Source: Statistics Canada - 2016 Census. Catalogue Number 98-400-X2016366.
7. Since not all immigrants are employed, the number of matches is expected to be lower.
8. Table 3 Source : Longitudinal Immigration Database (IMDB); Dr. Michael Haan., Canada Research Chair in Migrational and Ethnic Studies, Department of Sociology, Western University.
9. These results only include those with a confirmed job offer at time of landing (which is why the numbers are lower than those above).
10. Table 4 Source : Longitudinal Immigration Database (IMDB); Dr. Michael Haan.
11. Workers who specialize in a particular occupation that requires work experience, on-the-job training, and often formal vocational education, but often not a bachelor's degree.
12. Table 5 Source: Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016366.
13. Table 6 Source: Longitudinal Immigration Database (IMDB); Dr. Michael Haan.
14. Table 7 Source: Longitudinal Immigration Database (IMDB); Dr. Michael Haan.
15. Tables 8 and 9, Source : Longitudinal Immigration Database (IMDB); Dr. Michael Haan.
16. Tables 10 and 11, Source : Longitudinal Immigration Database (IMDB); Dr. Michael Haan.
17. Table 12 Source: Statistics provided by Fanshawe College.
18. Table 13 Source: Common University Data Ontario (CUDO) Statistics.

19. Source: <https://www.ontario.ca/page/college-and-university-strategic-mandate-agreements-2017-2020#section-1>.
20. Source: <http://www.edu.gov.on.ca/eng/policyfunding/strategyK12.pdf>.
21. Source: <http://www.international.gc.ca/education/report-rapport/economic-impact-economique/index.aspx?lang=eng> Economic Impact of International Education in Canada - An Update, Roslyn Kunin & Associates, Inc., May 2012.
22. Source: Average based on information provided from local educational institutes websites on Tuition Fees and Living Expenses for International Students.
23. Source: Watson & Associates Economists Ltd. H:\London\2016 DC Growth Forecast Update\Report\Population Housing and Employment Growth Forecast Revised Final Report.docx.
24. Source: The Conference Board of Canada: Metropolitan Economic Trends: 15 CMAs for London.
25. Table 14 Source: Elgin Middlesex Oxford Workforce Planning and Development Board .
26. Source: Longitudinal Immigration Database (IMDB); Dr. Michael Haan.
27. Table 15 Source: <http://www12.statcan.gc.ca/census-recensement/2016/dp-pd/dv-vd/cpdv-vdpr/index-eng.cfm>.
28. Watson & Associates Economists Ltd. H:\London\2016 DC Growth Forecast Update\Report\Population Housing and Employment Growth Forecast Revised Final Report.docx.
29. The London Economic Region (ER) covers Oxford, Elgin, and Middlesex counties and is home to 678,000 residents. The region's economic base is more concentrated in manufacturing and agriculture and it has service industry concentrations in financial services, education and health.

63

30. Number and distribution (in percentage) of the immigrant population and recent immigrants in census subdivisions, London, 2016.
31. This is based on forecasting, to be reviewed once the official numbers are published.
32. <http://p2pcanada.ca/wp-content/uploads/2011/09/Characteristics-of-a-Welcoming-Community-11.pdf>.
33. One-year internships are essential for international students on post-graduate permits to meet the criteria to apply for permanent residency through the Federal Express Entry System.
34. Some examples could include creating one common voice and messaging to be used at yearly roundtable forums held in London with federal and provincial governments to reduce barriers for all Newcomers wishing to come, stay and work in London.





Choose London - Innovative, Vibrant and Global: London's Newcomer Strategy



June 18th 2018
Community and Protective Services Committee



City of London 2015-19 Strategic Plan

City Council's 2015-2019 Strategic Plan established "Growing Our Economy" as a strategic area of focus.

Under this Strategic area of focus, subsection 5. Diverse employment opportunities, item D. speaks to the development of an Immigration Strategy.



London
CANADA

Where does London sit?

- London CMA received a lower number of Newcomers between 2011 and 2016 compared to the Hamilton and Kitchener-Cambridge-Waterloo CMAs.
- Between 2011-2016, Refugees represented the second largest percentage of Newcomers coming to the London CMA at **34%**, after economic immigrants at **44%**.
- Currently, the London CMA has a total of 94,690 Newcomers. This remains higher than both the Windsor and St. Catherines-Niagara CMAs, but the Kitchener-Cambridge-Waterloo CMA remains higher with 118,615.

3



London
CANADA

Need to move from “Why” to “How”

- Over the period of 2009-2010 to 2015-2016, 31% decrease in net population growth.
- Gradual decline in the labour force participation rates over the first half of the forecast period (2016 to 2031) from 60% to 57%.
- A 1% population growth is needed to maintain and support economic growth.
- Newcomer talent is needed to help fill the approximately 5,000 jobs that are posted monthly.

4



Steering Committee and Internal Supports

- Led by co-chairs
- 16 members, including external stakeholders and newcomers with lived experience
- Internal City of London staff support team
- Process and execution supported by Civic Administration

5



The Process

- Data Review
- Literature Review
- Community Feedback

6



Data Review and Guiding Principles

Four Guiding principles

1. Common Understanding
2. Common Voice to Create Change
3. Leadership
4. Include our Neighbouring Municipalities

7



Mission and Vision

***Vision:* “Newcomers choose London as Canada’s leading community to live, learn and work.”**

***Mission:* “To successfully attract, integrate and retain Newcomers, in particular international students, skilled workers and entrepreneurs, to and into the local economy and society.”**

8



London
CANADA

Defined Key Terms

- “Newcomers” means individuals who are Immigrants or are Prospective Newcomers.
- “Immigrants” means individuals, including their accompanying family member(s), who when they arrived to Canada from another country were not citizens.
- “Prospective Newcomers” means individuals: who are not living in or citizens of Canada:
 - (i)...have skills that would be of benefit to London’s economic and social development, or
 - (ii)...have the requisite academic and/or other credentials to gain admission to a University, College or high school in London.

9



London
CANADA

3 Strategic Priorities

1. Enhance Awareness
2. Facilitate Access
3. Active Engagement

10



Recommended Activities

Enhance Awareness:

City Welcome Message

Digital Strategies

Welcome Centre for Newcomers

City's Internal Education, Coordination,
and Initiatives

Improve Awareness for Local
Employers and Newcomers

11



Recommended Activities

Facilitate Access:

Welcome and engage international
students

Increase Community building

Program funding and Procurement

Strengthen London's workforce
through workplace connections

12



Recommended Activities

Active Engagement:

Data Collection Development, and
Coordinated Advocacy

Strengthen existing and create new
partnerships

Expand London's business and
Networking programs

13



Targeted Outcomes

Targeted Outcome Measures for 2018-2023:

1. Annual inflow of 4,000.
2. Average 60% of inflow through secondary migration.
3. Maintain a retention rate of 70%.
4. Average min. attraction of 11,000/yr of international students.
5. a) Average annual employment rate for Permanent Residents that closely approximates the employment rate of all Londoners.
b) Of the employment rate in 5a), at least 50% are employed in their intended field.

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Measurement Timelines

In 2023, all the targeted Outcome Measures for 2018-19, 2019-2020 and 2020-21 will be evaluated.

Civic Administration to update Committee and Council regularly on the progression of activities.

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Next Steps -

- Establish Advisory Committee.
- In-depth implementation plan with financial resources needed to support the implementation and ongoing activities.
- Progress report of work accomplished, next steps, and activities completed within the next twelve months.

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Accessibility Advisory Committee

Report

5th Meeting of the Accessibility Advisory Committee
May 24, 2018
Committee Room #4

Attendance PRESENT: J. Madden (Chair), M. Cairns, L. Chappell, M. Dawthorne, A. Forrest, N. Judges, P. Moore and J. Bunn (Secretary)

ABSENT: J. Higgins, J. Menard, K. Ramer, K. Schmidt, F. Simmons and P. Quesnel

ALSO PRESENT: D. Baxter, C. Da Silva, M. Dellamora, M. Elmadhoon, K. Husain and M. Morris

The meeting was called to order at 3:01 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 Main Street Infrastructure Improvements (Lambeth)

That the Civic Administration BE ADVISED that the Accessibility Advisory Committee recommends that additional on-street parking on Main Street in Lambeth be installed between South Routledge Road and Bainard Street (Site 2); it being noted that the attached presentation from M. Davenport, Engineer-in-Training, was received with respect to this matter.

2.2 2018 Parking Lot Rehabilitation

That the following actions be taken with respect to the 2018 Parking Lot Rehabilitation program:

a) the Manager, Municipal Law Enforcement Services - Parking and Licensing, or designate, BE REQUESTED to attend a future meeting of the Accessibility Advisory Committee (ACCAC) to discuss accessible pay parking meters; and,

b) the Civic Administration BE ADVISED that the ACCAC recommends that one additional accessible parking spot be installed in Lot 3E at Piccadilly east of Richmond Street, just south of the pay station;

it being noted that the attached presentation from M. Davenport, Engineer-in-Training, was received with respect to this matter.

2.3 Complete Streets Update

That it BE NOTED that the attached presentation from M. Morris, Engineer-in-Training, with respect to a Complete Streets update, was received.

2.4 Parks and Recreation Master Plan Update

That the attached presentation from M. Dellamora, Supervisor, Age Friendly London, with respect to the Parks and Recreation Master Plan Update, BE REFERRED to the Policy Sub-Committee for review and to respond to the four guiding questions contained within the presentation.

3. Consent

3.1 3rd and 4th Reports of the Accessibility Advisory Committee

That it BE NOTED that the 3rd and 4th Reports of the Accessibility Advisory Committee, from the meetings held on March 22, 2018 and April 26, 2018, respectively, were received.

3.2 Municipal Council Resolution - 4th Report of the Environmental and Ecological Planning Advisory Committee

That Municipal Council BE REQUESTED to take no action with respect to the proposed "Green Standards for Light Pollution and Bird-Friendly Development" document submitted by the Environmental and Ecological Planning Advisory Committee, pending the completion of a review and report back to the Accessibility Advisory Committee (ACCAC) by Civic Administration with respect to how the proposal relates to accessibility and the ACCAC has been able to provide input on the draft proposal; it being noted that the ACCAC received the draft proposal for review at the May 24, 2018 meeting of the committee.

3.3 Municipal Council Resolution - Mayor's New Year's Honour List Policy By-law

That it BE NOTED that the Municipal Council resolution, from its meeting held on April 24, 2018, with respect to the changing of the Mayor's New Year's Honour List nomination category from "Persons with Disabilities" to "Accessibility", was received.

3.4 Municipal Council Resolution - Conservation Master Plan for Medway Valley Heritage Forest Environmentally Significant Area.

That the Managing Director, Corporate Services and City Solicitor BE REQUESTED to seek a legal opinion, from an expert in Accessibility and Human Rights legislation, with respect to the following matters, as they relate to the Conservation Master Plan for the Medway Valley Heritage Forest Environmentally Significant Area and the related, attached Council resolution:

a) clarification and direction on parts a) iv) and a) vi) and the application of section 80.15 of the Accessibility for Ontarians with Disabilities Act (AODA), Regulation 191/11 Integrated Accessibility Standard, as it applies to the Municipal Council's decision to reject portions of the recommended Master Plan;

it being noted that clause a) iv) calls for further consultations, however clauses a) i), a) ii), a) v) and a) vii) all serve to limit the scope of what the community (including the Accessibility Advisory Committee [ACCAC]) can discuss, comment on, or recommend and this is of particular concern as several members of Municipal Council cited ineffective or insufficient consultation as a major factor in their rejection of the CMP Phase 2 put forth by the Civic Administration;

it being further noted that, with respect to clause a) vi), the direction to limit hardscaped surfaces may be deemed to be in direct conflict with the Municipal Council endorsed Trail Guidelines and the provincial legislation, more specifically the AODA, Regulation 191/11 Integrated Accessibility Standard, which noted in section 80.9 (1), subsection 3, that “the surface of a recreational trail must be firm and stable”, and section 80.14 (b) further clarifies that “where an exception is permitted to a requirement that applies to a recreational trail..., the exception applies solely to the portion of the recreational trail...for which it is claimed and not to the recreational trail...in its entirety”;

b) to further clarify the much discussed and cited exemption, under section 80.15 of the standard, as the ACCAC believes it does not apply and cannot be used to justify limited accessibility in the Valley;

it being noted that the exemption requires the municipality to demonstrate a significant risk to the environment exists;

it being further noted that the Conservation Master Plan Phase 1, to which the ACCAC had no involvement or undue influence, delineated between areas of high and low sensitivity and risk to the environment and all proposed accessibility enhancements were contained within the Natural Environment Zones, as opposed to the sensitive Nature Reserve Zones; and,

c) to address the application of the Ontario Human Rights Code, as well as the Universal Declaration of Human Rights, as proclaimed by the United Nations, cited in the preamble of the Code, as it relates to the above-noted Municipal Council resolution, most notably the application of sections 1, 2, 13 and 17 of the Code;

it being noted that all discussions at committee level and Municipal Council level addressed only the AODA when discussing accessibility legal requirements.

3.5 Notice of Public Meeting - Zoning for Supervised Consumption Facilities and Temporary Overdose Prevention Sites

That it BE NOTED that the Notice of Public Meeting, dated April 25, 2018, from L. Maitland, Planner I, with respect to an amendment to the Zoning By-law related to supervised consumption facilities and temporary overdose prevention sites, was received.

3.6 Letter of Resignation

That it BE NOTED that the letter of resignation from the Accessibility Advisory Committee, dated May 10, 2018, from N. Turner, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

None.

6. Deferred Matters/Additional Business

None.

7. Adjournment

The meeting adjourned at 4:58 PM.



Main Street Lambeth On-Street Parking



Presented to the Accessibility Advisory Committee
May 24, 2018



Main Street Lambeth



Main Street – From Colonel Talbot Road to Campbell Street

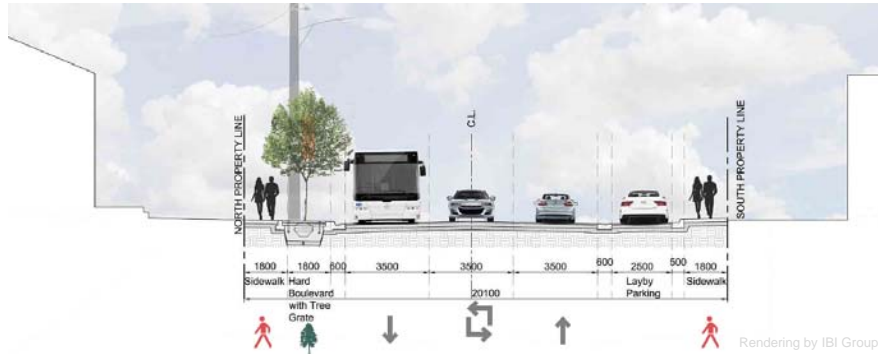
- No existing on-street parking
- Road reconstruction as part of the 2018 Infrastructure Renewal project



Main Street Lambeth

Post-construction road diet (4 to 3 lanes)

- Allows for on-street parking facilities and larger pedestrian spaces



cross-section showing parking on south side



On-Street Parking

Identified by the:

- London Plan ('Main Street Place Type'), and
- Southwest Area Plan (SWAP)
- Requested by the Lambeth community



On-Street Parking

Based on the road reconstruction 3 parking areas can be added:

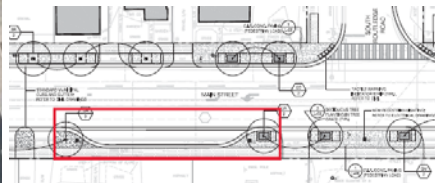
1. West of South Routledge
2. Between South Routledge and Bainard
3. Between Bainard and Campbell



Area 01 West of South Routledge



Aerial View



Landscaping Plans



Area 01 West of South Routledge



Street View

Amenities:

- Post Office
- LCBO
- Dry Cleaning
- Animal Hospital
- Tea Room

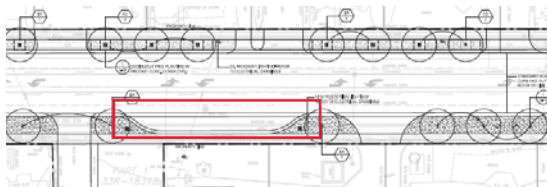


Area 02 Between South Routledge and Bainard

Aerial View



Landscaping Plans





Area 02 Between South Routledge and Bainard



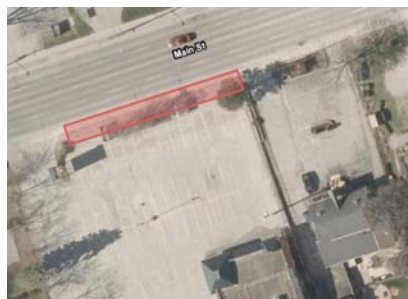
Street View

Amenities:

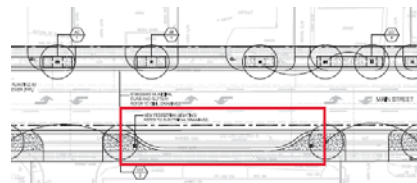
- Market Place
- Art Gallery
- Insurance Provider
- Restaurant
- Post Office
- LCBO
- Dry Cleaning
- Flower Shop



Area 03 Between Bainard and Campbell



Aerial View



Landscaping Plans



Area 03 Between Bainard and Campbell



Street View

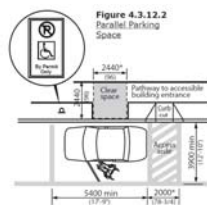
Amenities:

- Financial Planning
- Beer Store
- Bakery/Café
- Health Services
- Hair Salon
- Dental Office
- Veterinarian
- Real Estate Agent



Accessibility

- Parking areas are approx. 18m in length
- Proposed on-street parallel parking:
 - 2 areas with 3 parking spaces
 - 1 area with:
 - 1 typical on-street parking space; and
 - 1 accessible parking space with access aisle



Facility Accessibility Design Standards



Next Steps

- Determine the preferred location for the accessible parking space
- By-law amendment for parking on Main Street






2018 Municipal Parking Lot Upgrades (Lots 3W, 3E & 4)



Presented to the Accessibility Advisory Committee
May 24, 2018



Background

- Annual parking lot upgrade program
- Program identifies rehabilitation of 11 proposed municipal parking lots over 4 years
- In 2018 transportation is working on parking lots 3W, 3E & 4
- Limited amount of work in each parking lot



Scope of Work



2018 Parking Lots: 3W Piccadilly West of Richmond
 3E Piccadilly East of Richmond
 4 Marshall Street



Scope of Work

- Resurfacing parking lot asphalt (50mm)
- Replacing damaged curbs
- Replacing sidewalks/walkways
- Installing new signage
- Painting parking space lines to meet current standards



Applicable Standards

Accessible Parking Spaces:

- Accessibility for Ontarians with Disabilities Act (AODA)
- Ontario Traffic Manual (OTM)
- Facility Accessibility Design Standards (FADS)
- Site Plan Control By-law



Lot 3W Piccadilly West of Richmond

Existing:

- 18 standard parking spaces
- 6 parallel parking spaces

Accessibility

- 2 parallel spaces are accessible
- Only 1 access aisle





Lot 3W Piccadilly West of Richmond

After Construction:

- Approx. 16 standard parking spaces
- Approx. 6 parallel parking spaces

Accessibility

- 2 spaces to be accessible (per AODA):
 - 1 Type A parking space with aisle
 - 1 Type B parking space with aisle



Lot 3E Piccadilly East of Richmond

Existing:

- 35 parking spaces

Accessibility

- 2 accessible parking spaces
- No access aisles
- Walkway and parking pay station have physical barriers to access





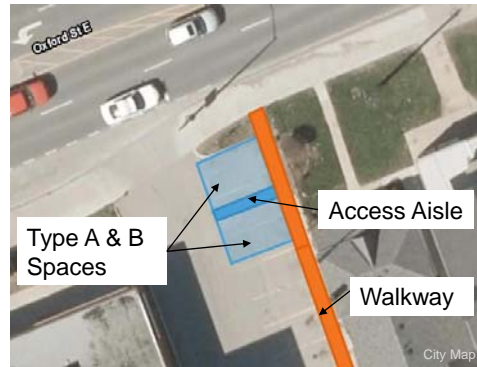
Lot 3E Piccadilly East of Richmond

After Construction:

- Approximately 34 parking spaces

Accessibility

- 2 spaces to be accessible (per AODA)
- New walkway with 1.8m width



Lot 4 Marshall Street

Existing:

- 113 parking spaces

Accessibility:

- 4 accessible parking spaces
- No access aisles





Lot 4 Marshall Street

After Construction:

- Approx. 112 parking spaces

Accessibility

- 5 spaces to be accessible (per AODA):
 - 3 Type A spaces with aisles
 - 2 Type B spaces with aisles





Review of the Forthcoming City of London Complete Streets Design Manual

Presentation to the Accessibility Advisory
Committee
May 24, 2018

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Introduction - What are Complete Streets?

“ A complete street is one that is designed to accommodate the mobility needs of **all ages, abilities, and modes of travel**. Safe and comfortable access for **pedestrians, bicycles, transit users, and the mobility challenged** are not design after-thoughts, but are **integral to the planning of the street from the start**. ”

- London Transportation Master Plan

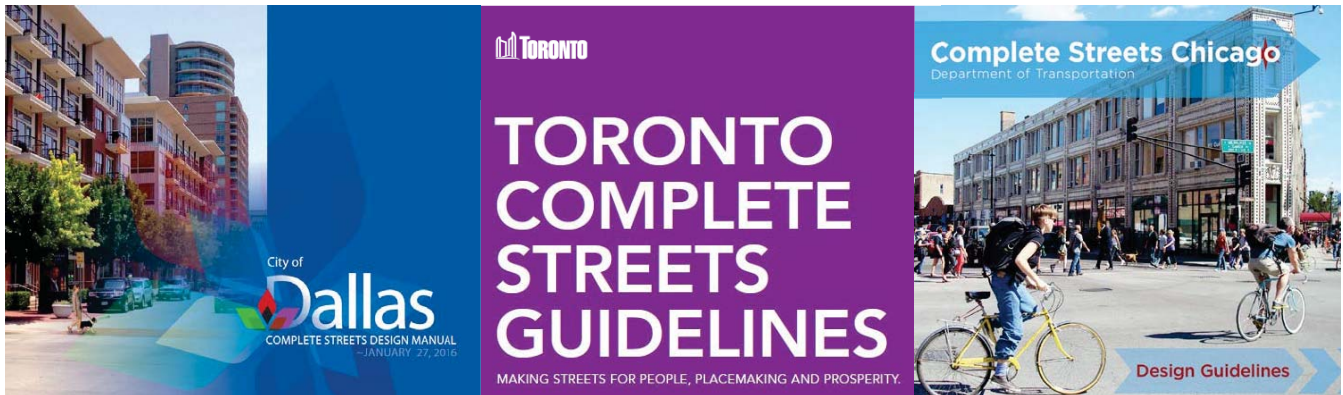


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Introduction – Complete Streets Manuals

Complete Streets Guides & Manuals have been developed by **many cities around the world** to help **direct and coordinate** street planning/design towards more balanced mobility options



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3



Background

The 2016 City of London Official Plan introduced a group of **Street Classifications**, which set the stage for more **context sensitive city building policies** and **redefining mobility** for Londoners

Classifications Include:

- Rapid Transit Boulevards
- Urban Thoroughfares
- Civic Boulevards
- Main Streets
- Neighbourhood Connectors
- Neighbourhood Streets
- Rural Thoroughfares
- Rural Connectors



THE LONDON PLAN

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4



Background

Each **Street Classifications** was accompanied with policies to guide future planning and design towards a an **intended character and function**, while progressing towards **overall mobility goals**

DESIGN FEATURES	STREET CLASSIFICATION		
	Rapid Transit Boulevard	Urban Thoroughfare	CMC Boulevard
Planned Street Width (Width of Right-of-Way)	50m	45m	36m
VEHICLE ZONE			
Divided and/or Separated	*		
On-street Parking (Additional to Through Lanes)	*	*	*
On-street Parking (In Through Lanes)	*	*	*
Cycle Facility	*	*	*
Left Turn Lanes	*	*	*
Right Turn Lanes		*	*
Planted Medians	*	*	*
Curb Extensions			
PEDESTRIAN ZONE			
Hard Surface (From Curb to Building Face)	*		
Standard Sidewalk (1.5m wide, Both Sides)	*	*	*
Coordinated Utilities	*	*	*
Street Trees	*	*	*
Street Furniture	*		
Pedestrian-scaled Lighting	*		
Landscape Planters	*	*	*
Grass Boulevard	*	*	*
Enhanced Cross-walk Treatments	*		
Low Impact Development	*	*	*



Background

Many stakeholders were included in consultation efforts for the development of the Complete Streets Design Manual and attended a **Stakeholder Workshop**, held on June 2nd, 2017. These groups included:

- Accessibility Advisory Committee
- Can-Bike
- Hyde Park Business Association
- Bell
- London Middlesex Road Safety Committee
- Middlesex Health Unit
- Start Communications
- Cycling Advisory Committee
- London Fire
- London Development Institute (LDI)
- Downtown London BIA
- London Hydro
- London Transit
- Union Gas
- Tree and Forests Advisory Committee
- Argyle BIA
- City of London Water
- London Environmental Network
- City of London Development Services



Goals

The City of London Official Plan suggested the preparation of a Complete Streets Manual to establish:

- Overall cross-sections for the street classifications
- Design parameters for the public realm



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London Complete Street Manual - Content

Chapter 1: Complete Streets: Vision and Principles

- Complete Streets concepts and policy support

Chapter 2: Elements of Complete Streets

- Complete Streets features

Chapter 3: Undertaking Complete Streets Design

- Processes for balancing the needs of current and future users

Chapter 4: Street Design for Roadways

- Street characteristics/priorities and conceptual cross sections, by street classification

Chapter 5: Street Design for Intersections

- Intersection treatments that provide Complete Streets elements for specific combinations of street classifications

Chapter 6: Moving Forward with Complete Streets

- Progress indicators for Complete Streets outcomes



Contents:

1. What are Complete Streets?
2. Who is This Guide For?
3. Review of Complete Streets Policies in London
4. Core Principles for Complete Streets

CHAPTER

1

COMPLETE STREETS: VISION AND PRINCIPLES



Local Policy Support

“At the local level, policy support for complete streets is found in a number of documents, including the:

- Strategic Plan
- The London Plan
- Downtown Plan
- Design Specifications and Requirements Manual
- Cycling Master Plan
- London Rapid Transit
- London Road Safety Strategy
- London 2030 Transportation Master Plan”



THE LONDON PLAN

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Local Policy Support

“Municipal Council adopted the following Vision Zero Principles:

- No loss of life is acceptable
- Traffic fatalities and serious injuries are preventable
- We all make mistakes
- We are all physically vulnerable when involved in motor vehicle collisions
- Eliminating fatalities and serious injuries is a shared responsibility between road users and those who design and maintain our roadways”



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Core Principles



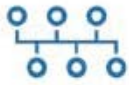
Prioritize Safe and Accessible Options for People



Embed Sustainability



Emphasize Vitality



Prioritize Connectivity



Ensure Context Sensitivity

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**COMPLETE
STREETS: VISION
AND PRINCIPLES**

13



Core Principles



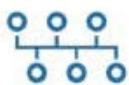
Prioritize Safe and Accessible Options for People

“The safety and mobility needs of all users is a priority in any street design exercise.”



Emphasize Vitality

“Streets that attract pedestrians enhance urban vitality in London.”



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**COMPLETE
STREETS: VISION
AND PRINCIPLES**

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Accessibility

The Manual defines what a pedestrian is, describes the central role of walking and mobility device travel within London and outlines how the City will support pedestrians through Complete Streets.

Key considerations:

- Tactile walking surface indicators
- Separation of pedestrians and cyclists where practical
- Consideration of user needs and land uses in prioritizing street elements such as sidewalk width
- Design processes that emphasize consultation with stakeholder groups
- Pedestrian crossing refuge islands
- Accessible transit stop design

**COMPLETE
STREETS: VISION
AND PRINCIPLES**

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Contents:

General Considerations and Tools for:

1. Pedestrian Facility Design
2. Cycling Facility Design
3. Transit Facility Design
4. Motor Vehicles
5. Green Infrastructure
6. Utilities and Municipal Services

CHAPTER

2

**ELEMENTS OF
COMPLETE
STREETS**

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Pedestrian Facility Considerations



An AODA compliant push button

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Buffered bicycle lane in London.

Cycling Facilities Considerations

ELEMENTS OF COMPLETE STREETS

17



“**Provide connectivity:** As the slowest mode of transportation, pedestrians have the greatest sensitivity to route directness.”



An AODA compliant push button

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Buffered bicycle lane in London.

“**Prioritize vulnerable users:** Cyclists are more vulnerable than transit riders and motorists in a collision because they are not protected within a vehicle.”

ELEMENTS OF COMPLETE STREETS

18



Design For Accessibility

“Pedestrians include those who are using a walker, crutches, a wheelchair or an electrically powered mobility device as well as individuals with a visual impairment.

Design features should be used to accommodate all of London’s pedestrians, such as:

- appropriately wide pedestrian clearways;
- audible pedestrian signals;
- tactile walking surface indicators (TWSIs);
- visually contrasting surface treatments; and
- amenities such as seating



**ELEMENTS OF
COMPLETE
STREETS**



Contents: (under development with City input)

1. Process Overview
2. Planning
3. Conceptualizing
4. Designing
5. Implementing

CHAPTER

3

**UNDERTAKING
COMPLETE
STREETS
DESIGN**



Contents:

1. Street Typologies
2. Design Guidance for:
 - Rapid Transit Boulevards
 - Urban Thoroughfares
 - Civic Boulevards
 - Main Streets
 - Neighbourhood Connectors
 - Neighbourhood Streets
 - Rural Thoroughfares
 - Rural Connectors

CHAPTER

4

STREET DESIGN FOR ROADWAYS



Example Civic Boulevard





“ Physically separated and continuous cycling facilities are preferred.”

Example
Civic Boulevard

“ Civic Boulevards provide multi-modal connections between different neighbourhoods across the City including downtown.”



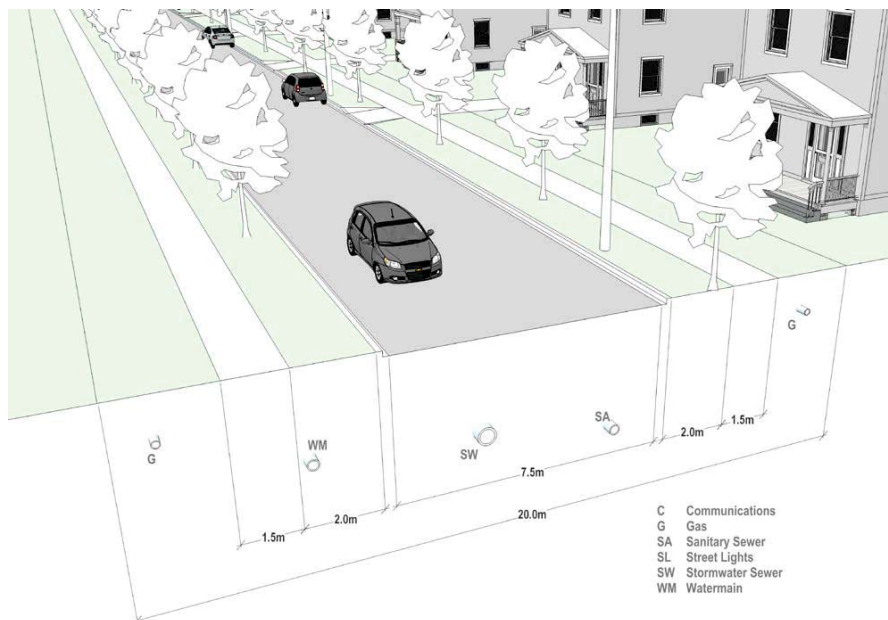
“ The variety of destinations along these corridors can generate significant volumes of walking trips ”

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STREET DESIGN FOR ROADWAYS



Example
Neighbourhood Street



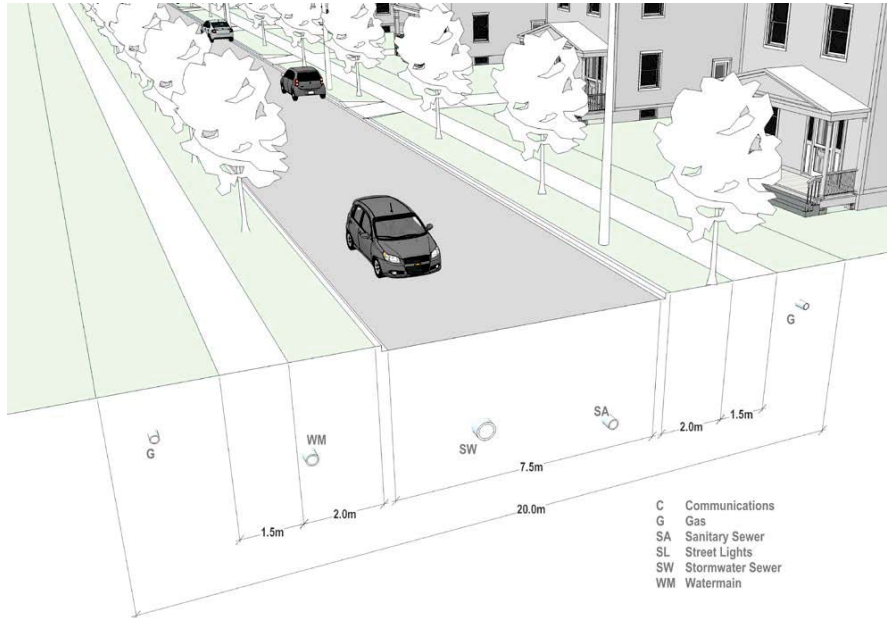
STREET DESIGN FOR ROADWAYS

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Example
Neighbourhood Street

“Neighbourhood Streets are where most Londoners, including many families, live; enhancing the livability, sense of community, and the ability to age-in-place are important considerations.”
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“Benches and newspaper boxes are typically provided at corners with other major streets.”

STREET DESIGN FOR ROADWAYS



Contents:

1. Intersection Design Principles
2. Design Guidance for:
 - Rapid Transit Boulevard Intersecting a Main Street
 - Urban Thoroughfare intersecting a Civic Boulevard (Signalized)
 - Urban Thoroughfare Intersecting a Civic Boulevard (Roundabout)
 - Urban Thoroughfare Intersecting a Neighbourhood Connector
 - Civic Boulevard Intersecting a Neighbourhood Street

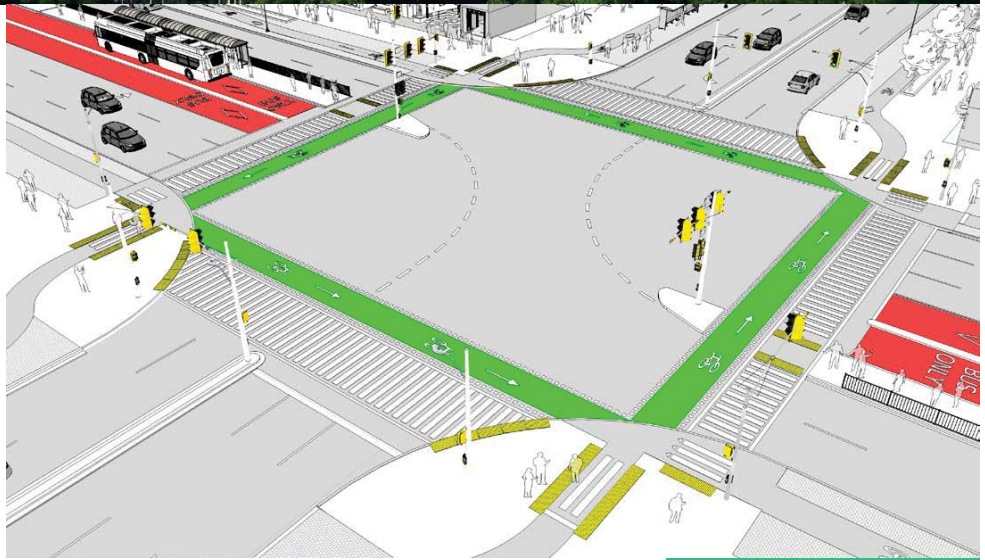
CHAPTER

5

STREET DESIGN FOR INTERSECTIONS



Example
**Rapid Transit
Boulevard
Intersecting a
Main Street**



**STREET
DESIGN FOR
INTERSECTIONS**

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Example
**Rapid Transit
Boulevard
Intersecting a
Main Street**



**STREET
DESIGN FOR
INTERSECTIONS**

“The pedestrian clearway widens as the planter boxes and trees are discontinued, providing for greater ease of pedestrian movement and queuing.”

“Centre median design requires dedicated transit signals which use the same phasing as the through motor vehicle movement.”

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Contents:

(under development with City input)

1. Principles of Performance Metrics
2. Options for Measuring Complete Streets Performance

CHAPTER

6

MOVING
FORWARD WITH
COMPLETE
STREETS



Next Steps

- Share Draft with Stakeholders and Finalize late summer 2018
- Education campaign
- Move towards a network of Complete Streets



Questions

london.ca



Parks & Recreation Master Plan Update

May / June 2018

Accessibility Advisory Committee



Purpose of Connecting With You

Purpose:

1. To review the plan to update the Parks and Recreation Master Plan this year.
2. Ask for your assistance in sharing the Community Survey with your networks and the public.
3. To request your Committee's input.





About the Master Plan

Creating a “Game Plan” for Parks, Recreation Programs, Sport Services and Facilities

- The Master Plan provides an overall vision and direction for making decisions. It is a high level/policy directive document.
- It is based on public input, participation trends and usage, best practices, demographic changes and growth forecasts.
- The Plan will be used by the City to guide investment in parks, recreation programs, sport services and facilities over the next ten years and beyond.



Master Plan Overview

- The City has retained **Monteith Brown Planning Consultants**, **Tucker-Reid & Associates** and **Swerhun Facilitation** to assist in preparing the Update.





Master Plan Building Blocks

1. Public and Stakeholder Input
2. Demographics and Growth
3. Trends and Usage Data
4. Existing Policies and Guidelines
5. Park, Program, and Facility Distribution
6. Facility Inventories and Asset Management Data



Project Scope

Items within Scope:



- **Recreation Programming**, such as aquatic, sport, wellness, arts/crafts, dance/music, and general interest programs provided by the City and other sectors



- **Recreation and Sport Facilities**, such as community centres, pools, sports fields, playgrounds and more




- **Parks & Civic Spaces**, such as major parks, neighbourhood parks, gardens and civic squares



- **Investment in the Community**, such as neighbourhood opportunities, public engagement, sport tourism and more






Project Scope

Items out of Scope:

- **Parkland Dedication Policies** (London Plan)
- **Cycling** (London Plan, Transportation and Cycling Master Plans)
- **Natural Heritage and Trails** (London Plan, Conservation Master Plans, ESA Master Plans)
- **Arts, Culture and Heritage** (Cultural Prosperity Plan and related reports)

Although these items are addressed in other studies, the Master Plan will ensure alignment




Guiding and Supporting Documents

The Master Plan is a Strategy that guides the provision and management of parks, recreation programs, sport services and facilities. It is influenced by several Overarching Plans and informs several Technical Reports.

Key Overarching Plans	➔	Key Strategies	➔	Key Technical Reports
The London Plan Council's Strategic Plan Accessibility Plan Sector-specific guiding documents, such as the Framework for Recreation in Canada, Parks for All, and others		Age Friendly London Action Plan Child and Youth Agenda Strengthening Neighbourhoods Strategy Transportation and Cycling Master Plans Cultural Prosperity Plan Community Diversity and Inclusion Strategy SHIFT: Rapid Transit Initiative Back to the River / One River Thames Valley Corridor Plan		Development Charges Background Study Conservation Master Plans for Environmentally Sensitive Areas Park-specific Master Plans Business Cases and Feasibility Studies Various By-laws, Policies and Procedures





Deliverables and Timing

- **Background Research** March to June 2018
- **Engagement** May to July 2018
 - Community Survey (Opens May 23rd)
 - Stakeholder Sessions/Focus Groups/Interviews
- **Draft Plan #1** Sept / Oct 2018
- **Draft Plan #2** Oct / Nov
- **Final Plan** presented to the new Council January 2019



Community Survey

Purpose

- To establish a broad picture of usage, satisfaction, priorities, demographics

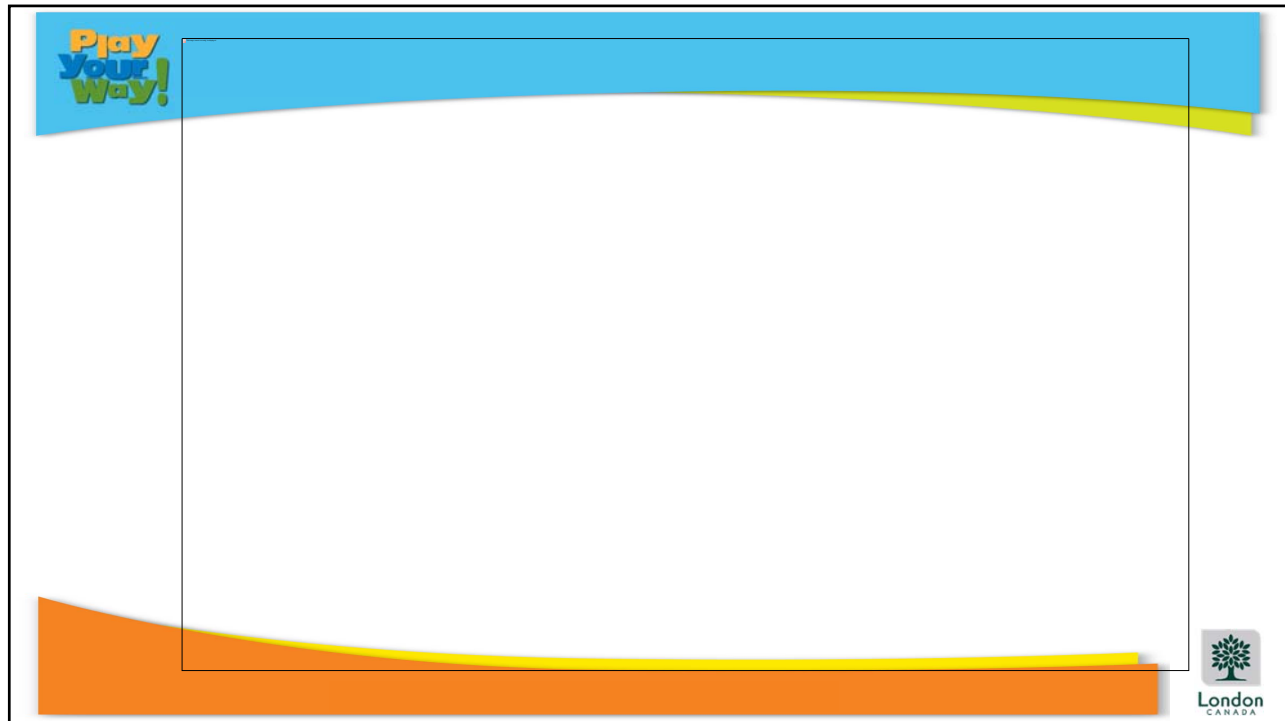
Timing

- Will be available May 23 until mid-July, hosted through getinvolved.london.ca

How can you help?

- Share the link to the survey with your networks
- Let us know if you would like posters or postcards to distribute





Play Your Way!

Advisory Committee Input

- Individuals can complete the Community Survey at getinvolved.london.ca
- Tell us about groups or organizations that we should invite to the Stakeholder sessions
- Committee can provide written responses to the Questions

AND / OR

- Committee can provide comments on the last Parks and Recreation Strategic Master Plan (2009) and Interim Update (Jan. 2017)

Email to: PlayYourWay@london.ca

London CANADA



Advisory Committee Input

Guiding Questions

1. What are the most pressing **issues and priorities** for your Advisory Committee?
2. How can the City of London's parks, recreation and sport **services and facilities** continue to support the needs of your Committee? Please be specific.
3. How can your Committee, the City and others **work together** to meet future needs?
4. Are there any initiatives that are being contemplated, planned or are being implemented that could tie into these or other priorities for parks, recreation and sport services and facilities?



Parks & Recreation Master Plan Update

Thank you!



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

April 25, 2018

J. Fleming
Managing Director, Planning and City Planner

I hereby certify that the Municipal Council, at its meeting held on April 24, 2018 resolved:

That the following actions be taken with respect to the Conservation Master Plan for the Medway Valley Heritage Forest Environmentally Significant Area (South):

- a) the Conservation Master Plan (CMP) for the Medway Valley Heritage Forest Environmentally Significant Area (South) (ESA), appended to the staff report dated April 16, 2018, **BE REFERRED** back to the Civic Administration to report back at a future meeting of the Planning and Environment Committee, after undertaking the following actions:
- i) deleting proposed bridge A from the CMP;
 - ii) deleting the proposed bridge D from the CMP;
 - iii) undertaking further public consultation with respect to those portions of the CMP that effect changes to the eastern boundary of the ESA, including the use of public streets;
 - iv) undertaking further consultation with the Accessibility Advisory Committee (ACCAC), the Environmental and Ecological Planning Advisory Committee (EEPAC), the Upper Thames River Conservation Authority and neighbouring First Nations Governments and Organizations with respect to improved trail access and conditions;
 - v) actions be taken to discourage crossings of the creek at sites A, B, C, D and E, as identified in the CMP;
 - vi) hardscaped surfaces on the level 2 trails be limited to the greatest extent possible;
- b) staff **BE DIRECTED** to work with our community partners in the implementation of the CMP with regard to external funding opportunities;
- c) the members of ACCAC, EEPAC and the Local Advisory Committee and the community **BE THANKED** for their work in the review and comments on the document;
- d) the Civic Administration **BE DIRECTED** to report back on the following matters with respect to the Medway Valley Heritage Forest Environmentally Significant Area (south) Conservation Master Plan:

- i) ways to improve the public consultation process for any Environmentally Significant Areas and Conservation Master Plans; and,
- ii) amending the Trails Systems Guidelines to incorporate consultation with neighbouring First Nations, Governments and Organizations at the beginning of the process;

it being noted that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a Municipal Council resolution adopted at its meeting held on January 16, 2018;
- the Environmental and Ecological Advisory Committee's revised statement and recommendations;
- a communication dated April 7, 2018 from S. Dagnone, 675 Eagletrace Drive;
- a communication from S. and S. Pacifico, 1607 Gloucester Road;
- a communication from S. Levin, 59 Longbow Road;
- a communication dated April 9, 2018 from A. Cojocar, 2345 Humberside Common;
- a communication from L. Kari, 56 Doncaster Place;
- a communication dated April 7, 2018 from L. Robinson, 2120 Valleyrun Boulevard;
- a communication dated April 7, 2018 from C. Robinson, 2120 Valleyrun Boulevard;
- a communication dated April 8, 2018 from D. Wake, 597 Kildare Road;
- a communication dated April 6, 2018 from D. Lucas, Vice Principal, Finance and Administration, Huron University College;
- a communication dated April 7, 2018 from M. Trotter, 2408 Meadowlands Way;
- a communication dated April 8, 2018 from K. and L. Zerebecki, 205-240 Village Walk Boulevard;
- a communication from R. Croft, by e-mail;
- a communication from R. Agathos, by e-mail;
- a communication from P. Agathos, 2112 Valleyrun Boulevard;
- a communication from C. Parvulescu, 397 Castlegrove Boulevard;
- a communication dated April 7, 2018 from C. Sheculksi, Vice-President, Sunningdale West Residents Association;
- a communication from B. Morgan, 50 Doncaster Place;
- a communication from L. Symmes, 797 Haighton Road;

- a communication dated April 8, 2018 from R. and A. Menon, 2131 Valleyrun Boulevard;
- a communication dated April 7, 2018 from T. Thrasher, 2048 Valleyrun Boulevard;
- a communication dated April 7, 2018 from J. Peters, 2048 Valleyrun Boulevard;
- a communication dated April 5, 2018 from E. Westeinde, 3645 Boswick Road North;
- a communication dated April 8, 2018 from D.R. Donnelly, Donnelly Law;
- a communication dated April 3, 2018 from G. Miller, Miller Environmental Services Inc.;
- a communication from W. and F. Fretz, 1984 Valleyrun Boulevard;
- a communication from B. Adair, 675 Eagletrace Drive;
- a communication dated April 7, 2018 from L. Carriere, 73-825 Dundalk Drive;
- a communication dated April 7, 2018 from J. Robinson, 2156 Valleyrun Boulevard;
- a communication from S. Russell, by e-mail;
- a communication from Dr. A. Guy Plint, Professor of Geology, Western University;
- a communication dated March, 2018 from C. Dyck, by e-mail;
- a communication from M. Does, 161 Bruce Street;
- a communication dated April 5, 2018 from Susan Hall, by e-mail;
- a communication from G. Neish, 1706 Ironwood Road;
- a communication dated April 4, 2018 from R. Duench, 121, Wychwood Park;
- a communication from W. Van Hemessen, Terrestrial Ecologist, Parsons Inc.;
- a communication dated April 5, 2018 from A. Caveney, 46 Kingspark Crescent;
- a communication from J. Bruce Morton, 11 Doncaster Avenue;
- a communication dated March 4, 2018 from G. Wood, by e-mail;
- a communication dated February 5, 2018 from C. Blake, 18 Braemar Crescent;
- a communication dated March 28, 2018 from J. Davies, 60 Longbow Road;
- a communication dated April 4, 2018 from G. McGinn-McTeer, Stoneybrook Heights-Uplands Residents Association;
- a communication dated March 29, 2018 from P. Pendl and A. Vanstone, 74 Green Acres Drive;
- a communication dated February 12, 2018 from J. Nesbitt, by e-mail;

- a communication from C. Boles, 455 Piccadilly Street;
- a communication dated January 30, 2018 from D. Bickford, 64 Doncaster Place;
- a communication dated January 24, 2018 from S. Levin, President, Orchard Park Sherwood Forest Ratepayers;
- a communication from J. Farquar, 383 St. George Street;
- a communication dated March 29, 2018 from G. and S. Sinker, 1597 Gloucester Road;
- a communication dated April 8, 2018 from P. Hayman, 77 Doncaster Avenue;
- a communication dated February 7, 2018 from D. Potten, 110 West Rivertrace Walk;
- a communication dated April 9, 2018 from D. Schmidt, Development Manager, Corlon Properties;
- a communication from I. Connidis, 38 Doncaster Avenue;
- a communication dated April 9, 2018 from S. Handler, 54 Doncaster Place; and,
- a communication dated April 4, 2018 from Professor J. Blocker, et. al;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (AS AMENDED) (3.2/7/PEC)



C. Saunders
City Clerk
/lm

- cc. A. Macpherson, Manager, Environmental and Parks Planning
L. McDougall, Ecologist Planner
D. Burns, Executive Assistant
Chair and Members, Environmental and Ecological Planning Advisory Committee
Chair and Members, Accessibility Advisory Committee
PEC Deferred
External cc list in the City Clerk's Office

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – Medway Valley Heritage Forest Environmentally Significant Area (South) – Conservation Master Plan

- Jennifer Petruniak, Dillon Consulting – see attached presentation.
- *(Councillor T. Park indicating that there is a lot of talk about AODA and she did not hear anything about the general exceptions that are available under the AODA; under Section 80.1.5(5), it says that the exceptions to the requirements that apply to recreational trails and beach access routes are permitted where obligated organizations can demonstrate one or more of the following and in subsection 5, it says if there is a significant risk that the requirements, or some of them, would adversely affect water, fish, wildlife, plants, invertebrates, species at risk, ecological integrity or natural heritage value, whether the adverse effects are direct or indirect; the report itself, from her perspective, felt fairly silent on that; wondering if staff could address that; Mrs. J. Petruniak, Dillon Consulting, responding that through the Conservation Master Plan process, Phase 1 really dealt with identifying what needed that most amount of protection, what was the most ecologically sensitive within the Valley and that is where they defined the Nature Reserve zones; everything else that already had some indication of cultural disturbance, and this is through the Provincially recognized ecological land classification that these delineations are made to identify vegetation communities; these are areas that are already disturbed; where AODA compliant features, trails are proposed, that is only within the natural environment zone where it has already been determined that these features in here are not ecologically sensitive and are not prone to disturbance.*
- *Councillor A. Hopkins asking for clarification on the presentation; asking how many bridges are currently on there; Mrs. J. Petruniak, Dillon Consulting, responding that there are currently two proposed on the southern part of the Medway Valley Environmentally Significant Area; Councillor Hopkins asking to have the latest trails identified on the map; asking if trails have been installed recently; Mrs. J. Petruniak, Dillon Consulting, responding that the majority of trails in the plan are existing trails; there are some trails that have been identified for upgrade and these might be wet and muddy and as people use them, they go around so that causes the trail to widen; advising that those are existing trails that they have recommended improvements, a boardwalk may be more suitable; the only new trail is where they are proposing a Level 2 trail to direct users further away from the false rue anemone that loops in the northern part and to keep that Level 2 trail fully in the natural environment zone as well as the trail in the Attawandaron Park to delineate the naturalization zones in there as well as there is one trail that is currently temporarily closed that is proposed to be reopened on the top of the slope in the area that is currently mown grass as part of naturalization to help delineate where the naturalization begins; Mr. A. Macpherson, Manager, Environmental and Parks Planning, adding that on the slide shown at the meeting you can see the natural area that is mown grass and that is the only new trail that is being proposed, which is through the lawn area of parkland; the other ones that you can see on the map from A5, an existing trail, but the proposal is to upgrade that from a Level 1 to a Level 2, A11 down the hill towards proposed Bridge D is an existing trail and to upgrade that from a Level 1 to a Level 2; Councillor Hopkins confirming that it is just those two trails being upgraded; Mr. A. Macpherson, Manager, Environmental and Parks Planning responding yes, just those two trails.*
- *Councillor M. Salih enquiring about the \$2,100,000, in a ten year span, with maintenance and everything, does the \$2,100,000 include that long-term cost or what is the life expectancy costs of trail maintenance; Mr. A. Macpherson, Manager, Environmental and Parks Planning, responding that the City has an ongoing Capital Budget that is carried out each year and that funding is only \$200,000 divided amongst the seven Environmentally Significant Areas but for 2018 and 2019 there is money identified for the Medway Valley; they will have to come back through the next budget process seeking additional funding for that capital program to implement this Master Plan; the ongoing maintenance, fortunately, is covered through the Upper Thames River Conservation Authority's contract so they will look after trail maintenance, tree hazards, by-law enforcement,*

restoration of small boardwalks and structures through the Operating Budget as they do yearly; *Councillor M. Salih asking if they know, roughly, how much staff will be asking for when they come back asking for those additional funds*; Mr. A. Macpherson, Manager, Environmental and Parks Planning, responding that they will put it through a Business Case for a four year budget but it would be in the nature of approximately \$1,900,000 to implement this Master Plan over time and that will be stretched out beyond the four year budget ask because it is a ten year Master Plan.

- *Mayor M. Brown enquiring about the multi-use pathway that is being recommended; confirming that that is just outside of the Environmentally Significant Area to the west*; Mrs. J. Petruniak, Dillon Consulting, responding that it is right on the edge of the Environmentally Significant Area, currently it is mown grass; the idea is that they would be working with a local Trail Advisory Group to sight exactly where that trail is but to put that trail in and then to basically naturalize the area to continue to improve the ecological integrity in that area; *Mayor M. Brown asking about the reference to the independent ecologist and the credentials that person carries, asking why that was important to be part of this presentation and expand a bit on the credentials*; Mrs. J. Petruniak, Dillon Consulting, asking for confirmation that the Mayor is referring to Appendix “D” of the staff report; responding that the reason that they felt that it was important to include that in there is that Dillon Consulting has been working on this file since 2013 and the City of London has been working on it since it started and this is someone who came to them and asked them what they are doing in the Medway, they know there are historic populations of false rue anemone there and what are they seeing as they have the most current data; indicating that they worked with Holly and they worked with the Federal government and their mapping experts to really explain what past information the City of London had, what current information Dillon had collected and what, under the *Endangered Species Act*, Provincially, what they were doing to recover the species and what they had seen over the course of 2014, 2015 and 2016 and through that you will see references to the conversations that she had with them and to the documents the City provided, as well as Dillon Consulting, that helped inform the recovery strategy that was reviewed by Environment Canada scientists, has gone through their public consultation process as well; felt that her opinion would help the Planning and Environment Committee understand that what is being proposed here, they are already doing some great work to help recover the species and some of the things that are actually shown on this slide are completely aligned with the recovery strategy and what they are suggesting to help further recover and help protect the species and they have recognized that the population in Medway is healthy, it is thriving, they are seeing that the population, with any population of species it is going to fluctuate year over year and they are going to see those things, as the weather, it does crazy things and this is a floodplain plant that you can actually only see it for very few weeks of the year, it is something we call an ephemeral plant; working through all those things, it can be a very abstract concept to this so they thought it was important to somebody who is recognized who identifies species in decline, who works with the Ministry of Natural Resources, an independent body as part of COSSARO, to identify what kinds of things a species needs for recovery and what causes its decline and threats as well as working with the Federal government and she was the lead author on the recovery strategy; *Mayor M. Brown asking for an expansion on COSSARO*; Mrs. J. Petruniak, Dillon Consulting, responding that under the Provincial *Endangered Species Act*, they recognize an independent committee, much like the Advisory Committees that we have formed in the City of London, that acts as a scientific arm and what COSSARO’s job is, is it is made up of twelve members and twice a year they assess species; they are given a list of species and they decide, is this species threatened, is this species endangered, is it of special concern, does the government need to sit up and pay attention as to what is going on with the species and create a plan for its recovery so that they do not lose it; COSSARO is different than the Federal government, COSEWICK might be something else that you have heard; COSEWICK is an Advisory Committee to the Minister for Environment Canada and for Fisheries and Oceans and they provide their recommendations; COSSARO, on the other hand, is independent and what

they say goes, the government must adopt their recommendations when it comes to species protection.

- *Councillor H.L. Usher wondering how much of this work is going to be new asphalt paving; Mrs. J. Petruniak, Dillon Consulting, confirming that the Councillor is asking what percentage of the trails are going to be AODA compliant; there have not been any determinations yet as to what the actual covering of the trail is going to be, Level 1 is dirt, Level 2 is firm and stable AODA compliant but that can take many forms, it can be limestone screenings or wood chips in some cases; this is a Valley, it is prone to flooding so those kinds of surfaces may not be appropriate so a more granular asphalt surface could be implemented but it is the specific details that are site specific that will happen once they get past the consultation planning; Councillor Usher indicating that he is glad that Mrs. Petruniak switched his question because what he wanted to know was pavement but AODA compliant is good enough for him; enquiring that all the asphalt is within the Environmentally Significant Area; Mrs. J. Petruniak, Dillon Consulting, responding that yes, any of the Level 2 AODA compliant trails are within the Environmentally Significant Area; Councillor Usher asking about the increased use of trails and any possible negative impacts on the species in the area; Mrs. J. Petruniak, Dillon Consulting, responding that that is one of the concerns that they have heard from the community, saying that if you build accessible, easy to use trails, that more people are going to use them; that part, you cannot predict the future; they are proposing no new parking, there is no parking for this Environmentally Significant Area, it is mostly used by the people in the community; will use go up, we hope so, it is a great Valley, there is going to be a lot of educational opportunities for people to go and explore and really learn about what they are looking at, will that increase use affect ecological integrity, it is her professional opinion that it will not; well-designed trails are known to keep and direct and manage the use of natural areas by people and is probably the best way for people in an urban environment, such as the City of London, to manage the use of a natural area within the urban limits; Councillor Usher asking about the \$500,000 for the annual contract with the Upper Thames River Conservation Authority (UTRCA), wondering if that will be increased or will it stay the same; Mr. A. Macpherson, Manager, Environmental and Parks Planning responding that this is an annual contract that they currently have and it is due for renewal as of January 1, 2019 so it is already built into the Operating budget for the City and they will be back to Council later this year with a report about renewing the contract with the UTRCA and it is already in the approved budget as a pre-approved expenditure, it is a five year contract; Councillor Usher asking if it is likely to increase as a result of this; Mr. A. Macpherson, Manager, Environmental and Parks Planning, responding that the budget only goes up if they add additional land area but what you find, however, and take it or leave it, hardened trails are actually easier to look after than wood chip trails, sometimes dirt trails, once they go in they are stable and firm for a long time, sometimes you would even look at the bridge that they showed you there that has a longer life span than any boardwalk that they are building, it is actually less maintenance than a lot of the lower key boardwalk infrastructure; there is not any proposed increase as a result of this Master Plan.*
- *Councillor M. van Holst wondering what would happen if either one of the proposed bridges were not included, to the trail system, what would you expect would happen to the patterns of use; Mrs. J. Petruniak, Dillon Consulting, responding that if they were to leave the system as it is, the current 5.4 kilometers of informal trails going through public property and habitats and features such as seepage areas would probably continue and would possibly even increase as the population increases or more people start to use this, if they were specifically not to put bridges in here, you would limit the amount of accessible trails that are in the Valley there would be a small loop that is accessible, currently there is an existing trail; there is evidence of people traversing the Creek, as well as D, not so much the A, so you end up with people in the Creek because people want to get from one side to the other; Councillor van Holst indicating that right now he notices that there are three loops almost being tied in the middle but they do not touch; wondering if, in the informal trails, do they expect that people are going to want to move across those or are we expecting people to take the larger loop; it looks like you can work your way around the whole trail system if you go through the subdivisions as well;*

Mrs. J. Petruniak, Dillon Consulting, responding that they felt that it was important to show this kind of neighbourhood connection; currently there is an informal trail that is going through these private properties and with the private property going right to the Creek, it is not possible to create a connection within the Environmentally Significant Area here plus they have the bigger colony of false rue anemone as well as some seepage areas and some slopes that are not safe for people to travel on; it is going to take a lot of work, that is part of the Plan, is to do an even better job of working to close these trails, not just to close them through landscape features but also to close them through signage, telling people why it is important that they not continue past this point to access here.

- Jacqueline Madden, Chair and M. Dawthorne, Member, Accessibility Advisory Committee – expressing support for the staff recommendation; believing the bridges are probably the biggest point of contention; pointing out that the two bridges connect the valley with the north, the trails to the west, the University, and adds a great deal of connectivity of an accessible pathway; an AODA compliant trail does not mean asphalt, it does not mean that plants and trees are being leveled or paved; the Accessibility Advisory Committee has never asked for this; believing this Plan works for everyone; accessibility and the environment are not in competition.
- Dr. Katrina Moser, on behalf of the Environmental and Ecological Planning Advisory Committee – see attached presentation.
- Tom Tillman, 1663 Gloucester Road, representing Gloucester Road, Green Acres and Ryersie Road – advising that this is a neighbourhood of approximately 89 properties; expressing opposition to the proposed staff recommendation; indicating that this was only brought to their attention three weeks ago as they are outside of the 200 metre circulation; stating that they have had no meaningful consultation; and requesting the removal of Access 11 and 12 from their neighbourhoods.
- Christian Therrien, Member, Environmental and Ecological Planning Advisory Committee – expressing opposition to the proposed staff recommendation; speaking to the aquatic environment at Medway Creek and species at risk; advising that the bridges A and D have been flagged for species at risk; indicating that he has observed species at risk at both locations; expressing concern that the footings would be in the flood plain and would flood in the Spring and possibly the Fall and would cause siltation which is a danger to species at risk; advising that the Conservation Master Plan does not have any aquatic habitat information.
- Roslyn Moorhead, 7 Hastings Gate – discussing the need to protect species at risk as well as other species that have the Medway Valley as their home; London is fortunate to have a niche for species that are rare.
- George Sinker, 1597 Gloucester Road – advising that trail A11 abuts their property to the west; indicating that the trail that is there now is a Level 1 trail; indicating that between 2017 and 2018 the Plan was completely changed; believing that trail A11 should remain a Level 1 trail; believing that the environment should be the first priority; this should not be ecology versus accessibility; stating that we only have on Carolinian forest in London; requesting deferral of decision until Councillors have a chance to walk the A11 trail.
- Kinan Tien, 1125 Western Road, Perth Hall, on behalf of Western's Wildlife Conservation Society – wondering how many of the over seven hundred comments that staff received were in support and how many were against this proposal; stating that the largest threat to false rue anemone is habitat destruction due to recreational activities; expressing concern if the pathways are to be asphalt; reading from the City of London Official Plan, indicating that it states that it should be retained in its natural state; indicating that this is one of the last remaining locations for false rue anemone.
- Professor Lila Kari – reading her letter included in the Planning and Environment Committee Agenda.
- Sal Pacifico, 1607 Gloucester Road – expressing opposition to the staff recommendation; advising that they do not have sidewalks or curbs on their street and the proposal would dump all the traffic coming out of the Environmentally Significant Area onto their street; advising that there is no accountability; stating that they asked for signs twenty years ago and they still do not have signs posted;

not sure how By-law Enforcement can enforce dogs off leash and the dumping of trash; we will not be able to bring the Valley back once the pathways are built.

- Lynn Schmidt, 420 Lawson Road – indicating that it comes down to valuing what we have; feeling the presence of the Natives that were here before us; stating that it is a beautiful, peaceful spot; advising of the presentations held by City staff and Carolinian Canada at the Home and Garden Show on how beneficial it is to get out in nature; advising that at all the meetings they attended they were told that there would not be any bridges, now there are two; stating that this is an Environmentally Significant Area not a park; and, indicating that nature cannot survive us if we do not treasure it.
- Holden Rhodes, 1633 Gloucester Road – expressing opposition to the staff recommendation; understanding that the two access points, A11 and A12 were inserted there and kept as municipally owned allowances to access the Valley because there was no other access from the neighbourhood to the Valley; stating that the neighbourhood does not need access as there is better access through the Elsie Perrin Estate property; indicating that Gloucester Road is twenty-three feet wide, with no sidewalks, curbs or gutters; opening a trail between A11 and A12 will allow parking on a narrow street; advising that one person received notice in their neighbourhood; indicating that no one was asked to sit on the Local Advisory Committee; asking Council to defer this due to lack of notice.
- Alison Vanstone, 74 Green Acres Drive – advising that her property is situated directly beside where the pathway is proposed to go through their backyard and connect to A12; advising that she contacted staff approximately three years ago to ask about any proposed development; noting that she found out about this plan two weeks ago, she was very upset; thinking it is important for community consultation; advising that this feels too late and not enough.
- Dale Belucci, 1586 Gloucester Road – expressing concern with the potential increased crime in their neighbourhood and surrounding neighbourhoods; advising that there is little crime in their neighbourhood because they have limited access; advising that crime is committed when there is accessibility, connectivity and attractiveness; indicating that they do not have sidewalks and lighting; indicating that they were not consulted on these issues; indicating that she is willing to share her research; requesting deferral of the process.
- Mike Landers, 141 Ridgewood Place – advising that this Committee is in a unique position and can make the right decision and save two million dollars.
- Chris Sheculski, 2025 Wallingford Avenue – agreeing that the Valley is amazingly unique; advising that the environment and trails do not have to be at odds; people stay on the trail, help when asked to bust goutweed; understanding the fear of the unknown; advising that he would like to see it extended.
- Jim Davies, 60 Longbow Road – expressing disappointment that the bridges have come up again; relating to Bridge D, there is an interesting area at the bend in the River, the area called the beach, which is a magnet for people in the summer but there is an area behind it with endangered plants; stating that if you remove Bridge D, the area is accessible.
- Dr. Bill Maddeford – believing a lot of this goes back to the guideline for an Environmentally Significant Area, that is to protect it; seeing nothing in the Plan that protects this; believing access should be given to people in the neighbourhood; advising that this Valley is narrow and deep and has a very special value to the City; expressing concern with dogs off leash; advising that he has not seen anything about monitoring; indicating that there is a significant increase in birds in the south area; thinking if this is passed, this will be done in other Environmentally Significant Areas.
- Maddie Hymowitz, 59 Longbow Road – expressing opposition to the staff recommendation; commenting on the Local Advisory Committee process as it has been adversarial and unproductive; indicating that there was not site visit scheduled for the Local Advisory Committee members; public information sessions did not include information on species at risk; expressing that she feels managed and does not like it; requesting the Plan be referred back to staff.
- Aashish Goela, 1587 Ryersie Road – indicating that the key things here are process, what process gaps may have been there; wondering why, after the Environmental and Ecological Planning Advisory Committee made comments an independent consultant was hired; changing trails A11 and A12 from Level 1 to

Level 2 may seem reasonable but the neighbourhood nearby was not engaged; wondering why the neighbourhood was not consulted; wondering how the process works as a lot of people have found out about this in the last month.

- Lisa Bildy, 1370 Corley Drive – believing this is similar to the tragedy of the Commons; stating that when people have a sense of entitlement to an area it becomes something that people can take as much as they want to from and this could become a running or cycling event as it is no longer a significant area; requesting that bridges not be built in this area; requesting that this area be kept natural as there are several parks in the city that can be used for bicycling and walking; indicating that pretty soon there will be nothing left to protect.
- Dave Potten, 110 West Rivertrace Walk – expressing support for the staff recommendation; advising that he supports recreation in the city and improving the habitat; indicating that the community has taken ownership of the northern portion of the Medway Valley Heritage Forest; providing the history of the Valley; indicating that when you close trails, people make their own; Hiking for Happiness is held for people who are disabled, not necessarily wheelchair bound, who enjoy hiking.
- Vicki Van Linden, 431 Ridgewood Crescent – expressing opposition to the staff recommendation; urging the Planning and Environment Committee to accept the concerns expressed by the Environmental and Ecological Planning Advisory Committee; believing that Environmentally Significant Areas should not be treated as parks or recreational areas; indicating that all species of wildlife are declining; asking that the wildlife be considered; asking for increased by-law enforcement in all Environmentally Significant Areas.
- Bruce Morton, Doncaster Avenue – advising that his property abuts an existing Level 2 trail that goes into the Environmentally Significant Area; observing people using the trail all times of the year; expressing concern about the protection of the Environmentally Significant Area; indicating that people dump gardening debris into the Environmentally Significant Area; contacting By-law Enforcement and they do not have the resources to deal with matters of dumping in Environmentally Significant Area; asking Council to invest in mechanisms of oversight in the interest of protecting the Environmentally Significant Area.
- Gil Warren, 16-624 William Street – expressing support for the staff recommendation; using the Kilally Environmentally Significant Area on a regular basis; pointing out that the proposed bridges are not in environmentally sensitive area; believing that the position put forward by the Planning Services area is a compromise; believing that it is time to make a decision on this matter; indicating that there has been consultation on this issue and there will never be consensus; advising that trails are temporary and there are other places that would be happy to have the bridges.
- Sandy Levin, 59 Longbow Road – see [attached](#) presentation.
- David Donnelly, Environmental Lawyer, Toronto, representing the Lower Medway Valley Rate Payers Group (LMVRG) - expressing opposition to the proposed staff recommendation; expressing concern with the traffic and species at risk; indicating that the bridges should not be built; requesting a deferral of the Planning and Environment Committee's decision so a more accommodating discussion can be had; pointing out a lack of First Nations consultation is a serious legal liability; outlining that the issue is not more access but better access; bring people to nature, do not build more bridges; building bridges is not a legal obligation of the City under the AODA.
- John Bestard, 1526 Ryersie Road – expressing opposition to the proposed staff recommendation; expressing concern about crime where currently they are backed against a river but once bridges are built they will be into Whitehills and further; expressing concern about the First Nations not being mentioned; expressing concern about adding more people to the BRT zone; advising that citizens have not had any proper knowledge or consultation.
- Jack Blocker, 367 Grosvenor Street – indicating that there are a variety of species are at risk; advising that the Medway is under severe threat from the Conservation Master Plan (CMP); pointing out that the AODA does not require the City to build a bridge where none exists; expressing opposition to the proposed staff recommendation; connecting neighbourhoods is not the job of an ESA; advising that increased through traffic will threaten sensitive species; identifying that access can be provided in nature friendly ways; stating that the bridges will invite more

foot and bicycle traffic; ESA's are not parks, if adopted they will become really nice parks; and delete the bridge building proposal.

- Charlie Shore, 6th Grade Student – advising that he loves the outdoors and the wildlife; indicating that this plan may not help the preservation of wildlife; believing that if a new path is constructed, lots of animals will leave or die during construction or because of increase of human traffic; everything needs to be considered when we disturb an area.
- Gary Brown, 35A - 59 Ridout Street South – indicating that he requires more information about the path that is being installed; putting in a bridge will protect nature from people stepping on the protected species; believing that the case for building a bridge has not been made but a case for not building a bridge has been made; pointing out that there has been no indigenous consultation; advising that they fought for no pavement in The Coves and it was done and was also made accessible; stating that, if a pathway is constructed, although not permitted, bikes will use this.
- Rene Agathos – advising that she has lived in the Sunningdale area for 18 years and has been asking questions since 2011 about the trails in the area; indicating that she was advised in 2011 that when the sewer trunk was put through or around the Medway Valley so would a multi-use pathway system; pointing out that there are lots of trails in the City but nothing is connected; indicating that people are staying on the trails and causing less damage in the trails in her area; outlining that wildlife and plant life has adapted and flourished; believing they need to come to some sort of a compromise; pointing out that damage has already been done; and the City has done their due diligence in the consulting process.
- Gary Smith, 141 Meadowlily Road South – indicating that these decisions do establish a precedent; advising that green space needs to be protected and appreciated; pointing out that he is not sure how hard paths improve the green quality; asking that Council give consideration to “less is more”; leaving our natural areas alone is a wise philosophy.
- Mike Blewett, 73 Green Acres Drive – advising that he was not notified about the public participation meeting and does not read The Londoner; expressing opposition to the proposed staff recommendation; indicating that the City is trying to put a square peg into a round hole; indicating that if the area is developed then the wildlife will disappear.
- Sarah Jones – advising that, first we must address the issue of safety; expressing concern with increased traffic; pointing out that these are fast flowing waters; expressing concern about people jumping from the bridge into fast flowing water and children drowning; expressing concern about the increased amount of unsupervised young people; expressing concern about drugs and alcohol being used in the area; asking people to consider the risk Council is taking by allowing increased traffic.
- Janet Peters, 2048 Valleyrun Boulevard – advising that she is a hiker, nature lover, adventurer and gardener; indicating that she currently uses the local trails such as Fanshawe, Elgin, and Thames Valley; looking for the continuity for a natural route through the valley floor; stating that the valley's and creeks are not private lands; indicating that she does not want to walk along the property line which is close to people's homes; believing that the City should be enhancing London's trail system.
- John Levstik, 206 St. Bees Close – advising that he served on the Local Advisory Committee that helped put this together; indicating that there are ways to protect the environment and have greater access; believing that enhanced trails and bridges may help lessen the impact on the deterioration of the park.
- Bernie VanDenBelt, 9987 Longwoods Road, President of Nature London – advising that the proposals to create more pathways and bridges has more to do with recreational than conservation; indicating that it is hard to see how more bridges and greater trails will help conservation and the plants of Medway; stating that if you want to preserve habitat you need to delete the bridges from the Master Plan; believing the needs of native and flora fauna should be coming first; pointing out that species are at risk of being trampled on; indicating that Nature London requests that the plan be sent back to staff for revision including the deletion of proposed bridges.

- Judy Ponti-Scargi, Valleyrun Boulevard – advising that she would like to photograph the Medway Valley pre-implementation and post-implementation and offering her services to photograph the Medway Valley.
- K. Zarebecki 205 - 240 Villagewalk Boulevard Unit, representing the Sunningdale Ratepayers Association – advising that he served on the Local Advisory Committee (LAC); advising that the experience at the LAC was much what you have felt and seen tonight; looking at a map of the north section, you would see a continuous path from the north to the south with a couple connection points; pointing out that the utility overlay that the pathway runs over is maybe four or five percent at the most of the whole valley and the pathway system is maybe about three percent of the whole valley system so we have not turned this into a park; advising that Council has made major decisions around pathways up in the north and connection to the Thames Valley Pathway system, he thinks you can do that at here and you'll complete that section of the pathway.
- Mohamed Moussa, 155 Thornton Avenue - requesting that the Plan not be approved in this fashion; expressing agreement with former Councillor Levin and Mr. Donnelly's submissions; adding that crafters of AODA have included exceptions; advising that his property adjoins pathway and in his experience, signage does nothing to keep people on the trail and dogs on-leash without expensive proper enforcement; further stating that bridges and connectivity are not needed.
- Tammy Hogan, 1540 Gloucester - advising that she walks the pathway every day and cannot figure out how a bridge could be built without severe impact to environment and animals.
- Maria Howshell, 1526 Ryersie Road - raising a question about A13 path beside Elsie Perrin; wondering why work has already begun, clear cutting large trees that canopied the path.



**Medway Valley Heritage Forest ESA (South)
Conservation Master Plan
Planning and Environment Committee**

April 16, 2018




Location Map



Medway Valley Heritage Forest ESA (south)




Conservation Master Plan (CMP) – Council’s Strategic Plan

The Medway ESA CMP is one of Council’s Strategic Priorities under:
“Building a Sustainable City – Strong and Healthy Environment”





And linked to:
“Strengthening our Community – Healthy and safe and accessible city”






**London’s Official Plan - Key Directions
Policy 58 - 4**

“Protect and Enhance the health of our Natural Heritage System”

**London’s Official Plan -Key Directions
Policy 62 - 11**

“Ensure that all the planning we do is in accordance with the Accessibility for Ontarians with Disabilities Act, so that all of the elements of our city are accessible for everyone.”

London’s Official Plan - Policy 1304

**Why is Natural Heritage Important to Our Future?
 ...natural heritage features and areas that form the Natural Heritage System, shall be protected and managed**

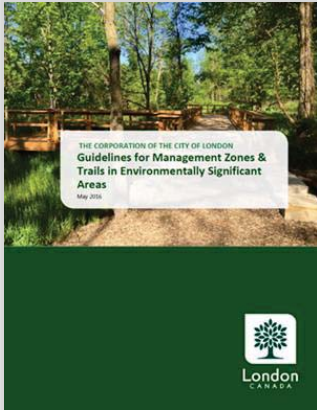
to improve their ecological integrity

and

to provide opportunities for public use where appropriate.




Guidelines



BACKGROUND

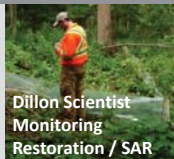
CONSERVATION MASTER PLAN PROCESS 2013-2018

- PHASE 1:** Community Engagement and Participation ✓
 Life Science Inventory and Evaluation ✓
 Boundary Delineation ✓
 Application of Management Zones & Review of Existing Trails ✓
 Identifying Management Issues* ✓
- PHASE 2:** Community Engagement and Participation ✓
 Goals, Objectives, Recommendations ✓
 Ecological Protection, Enhancement & Restoration ✓
 Trail Planning & Design Process ✓
 Priorities for Implementation ✓
Final Conservation Master Plan ✓

*2014 Ecological Restoration began to protect False Rue-anemone, SAR etc.

Environmental Management Strategy: Restoration

- ✓ More than 50% of Restoration work is completed and or in process and monitored, all Top/High Priority areas to protect SAR implemented and monitored 2014-2018.
- ✓ CMP includes restoration & monitoring for all informal trails.
- ✓ City / ESA Team successfully coordinated majority of restoration in **less than 4 years**, remainder will be addressed.
- ✓ City / Dillon & UTRCA recognized for innovative work, SAR habitat protection, contributions to [Federal Recovery Strategy for the False Rue-anemone \(*Enemion biternatum*\) in Canada](#)
- ✓ City recognized with [Ontario Nature Award 2016](#) for leadership, exceptional ESA habitat protection
- ✓ City recognized with [Service to the Environment Award 2017](#) for Guidelines for Management Zones and Trails in ESAs
- ✓ Ontario Invasive Plant Council identifies **City of London** as a **provincial leader in Invasive Species Management**



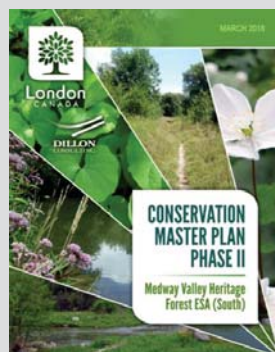
Accessibility for Ontarians with Disabilities Act (AODA)

AS OF JANUARY 1, 2016

Newly constructed or redeveloped recreational trails that the City intends to maintain shall meet the accessibility standards

Conservation Master Plan – Key Issues

- Environmental Protection
- False Rue-Anemone
- Increased Use
- Accessibility for Ontarians with Disabilities Act (AODA)
- Details of the Trail System



Guidelines for Management Zones and Trails in ESAs

Guidelines Approved by Council May 2016:

- Endorsed by Trails Focus Group which included members of the Medway ESA CMP Local Advisory Committee (LAC):
 - EEPAC, ACCAC, Nature London, UTRCA;
 - Adopt an ESA Groups: Friends of Medway Creek; and, Orchard Park/ Sherwood Forest Ratepayers.
- City of London received external recognition for the Guidelines from the City of Toronto, and, an [Award for Service to the Environment](#) by the Ontario Association of Landscape Architects
- Guidelines based on the latest science to ensure protection of ESA ecosystems & meet AODA req.



Medway ESA CMP Complies with and follows process in Council approved Guidelines

5 Guiding Principles of Conservation Master Plan – Guidelines for Management Zones and Trails in ESAs

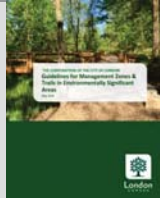
- ✓ **Natural features and ecological functions** for which the ESA has been identified shall be protected.
- ✓ **The ecological integrity and ecosystem health of the ESA shall have priority in any use or design related decision.**
- ✓ **A properly designed and implemented trail system appropriate to specific management zones** and reflecting sensitivity of the natural features will be implemented to achieve the primary objective of protection and the secondary objective of providing suitable recreational and educational opportunities.
- ✓ **The community will be engaged** in natural areas protection and the trail planning process to build awareness, foster education, and encourage participation in order to increase the capacity for creating a conservation culture that promotes natural areas as a common good and conservation as a collective responsibility.
- ✓ **Enjoyable, safe, accessible trails** for recreation appropriate in an ESA and learning environment **will be permitted in accordance with** any/all recognized **accessibility legislation such as the Accessibility for Ontarians with Disabilities Act, (AODA)**, best practices and the above principles.



Management Zones

Nature Reserve (NR) Management Zone

- Level 1 trails (e.g. dirt, wood chips, stepping stones) and structures (e.g. boardwalks, bridges, stairways) may be permitted in NR Zones to reduce impacts to significant ecological features and increase the sustainability of the trail system in the ESA. These are areas where **exceptions to making trails accessible would apply** as such activities may have a negative effect on water, fish, wildlife, plants, invertebrates, species at risk, ecological integrity or natural heritage values.



Medway ESA
CMP Complies
with Council
approved
Guidelines

Natural Environment (NE) Management Zone

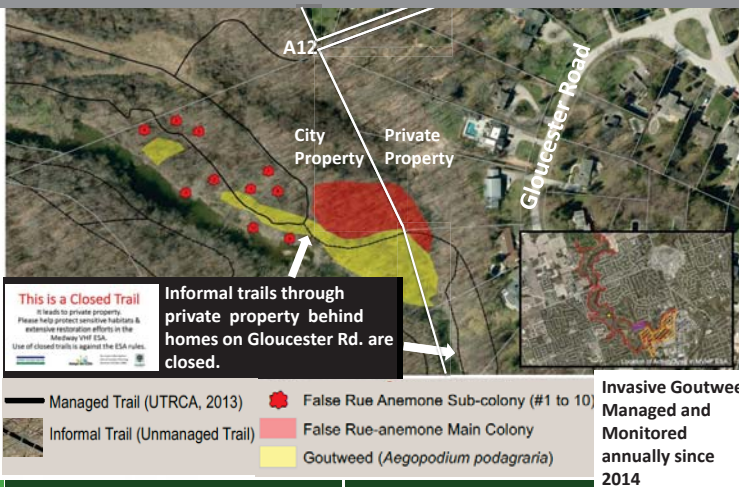
- Level 1 and Level 2 trails may be located in NE Zones where it can be demonstrated that the trail will not result in negative impact to the adjacent ecological features and functions of the ESA. Trails that comply with the Guidelines in NE zones can/must be made accessible as per AODA. *Especially* when Utility Overlay for *existing sewers* are present.



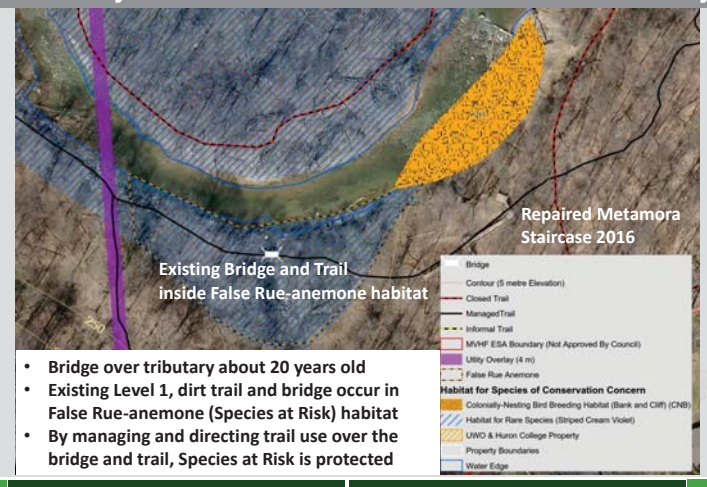
CMP and Sustainable Trail Plan complies with AODA & Guidelines



Protection of False Rue-anemone



Existing Bridge and Trail near Metamora Cres. Access 17 Currently Protects False Rue-anemone Habitat in Medway S.



Ecologist Review Supporting CMP for Protection of SAR

The Ecologist who authored the initial draft of the [Recovery Strategy for the False Rue-anemone \(*Emion biternatum*\) in Canada, 2017](#) reviewed the CMP (letter in Appendix D of staff report in PEC agenda) and confirms:

- “I have reviewed relevant sections and plans within the CMP and I believe it is consistent with the actions proposed in the recovery strategy for this federally Threatened plant species.”
- “In my opinion, the Medway ESA CMP and supporting work by the City of London will help to protect and restore the False Rue-anemone population within this densely populated urban area.”

Ecologist, Holly Bickerton who authored the review of the CMP is a current member of the:

- [Committee on the Status of Species at Risk in Ontario \(COSSARO\)](#)
- [Field Botanists of Ontario](#), and, [Ontario Invasive Plant Council](#)



Trail Planning for CMP and AODA in Guidelines

Section 2.1 and 2.3: Policy for Trail Planning and Design

- Enjoyable, safe, accessible trails for recreation appropriate in an ESA learning environment will be permitted in accordance with recognized accessibility legislation (such as the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), best practices and the above principles).
- Trails to permit access for persons with disabilities, consistent with these guiding principles and AODA requirements, will be provided where this can be achieved while protecting the ecological integrity and ecosystem health of the ESA.



Medway ESA
CMP Complies
with Council
approved
Guidelines

Section 5.5.2: Utility Overlay

- Where maintenance access is required, trails should be located along the same route to minimize impacts to the surrounding ESA while achieving a social benefit by designing the trails to accommodate persons with disabilities wherever possible.

Section 7.1: Design and Construction - Trails

- Design and Maintenance Standards: Where the trail is deemed accessible, the trail in its entirety shall meet AODA recreational trail surface requirements for both firmness and stability.



5 Year Community Engagement Process 2013-2018

- Council launched Ph. 2 Medway CMP Feb/17
- Met with EEPAC 7 times
- Met with ACCAC 5 times
- Letters to all homes (1860) within 200m of entire Medway ESA sent 3 times in 2017 (exceeded std. 120 meter notification limit)
- 7 Notices in Londoner 2013-2018
- Met with 18 member, Local Advisory Committee (LAC) 6 times, Minutes in CMP
- Online CMP Survey June 2017 – “Ideas, Issues, Opportunities, and Observations”
- 4 Open Houses (Phase 1 & 2 in 2013-2017)
- Presentation to OPSF Ratepayers 2017 AGM
- 767 comments 2017-2018
- Process paused 2015-2016 to update Council approved Guidelines for MZs and Trails, 2016



Open House #1 - June 1, 2017



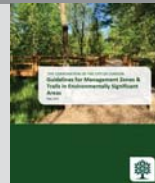
Open House #2 - Nov. 15, 2017



Summary of Community Feedback 2017-2018

General Agreement on these parts of CMP:

- The ESA is a unique feature; protecting and restoring/maintaining ecological integrity is the first priority and goal of CMP
- Continue successful work on invasive species removal, restoration and naturalization as per CMP
- Increase enforcement of by-laws and ESA rules
- Improvements of trails over muddy, icy, wet areas of trail system
- Monitoring - continue and enhance as per CMP

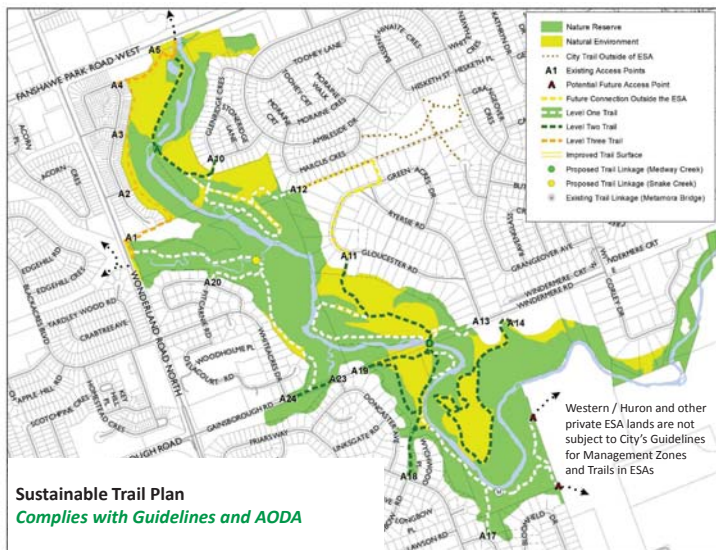
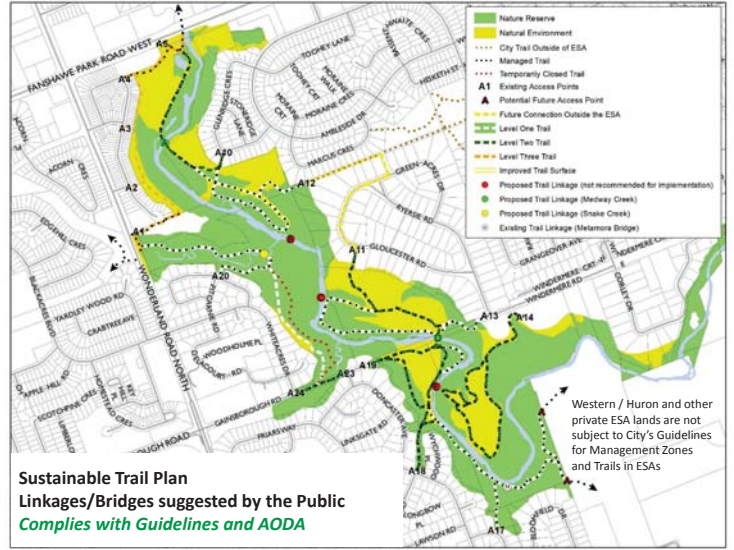
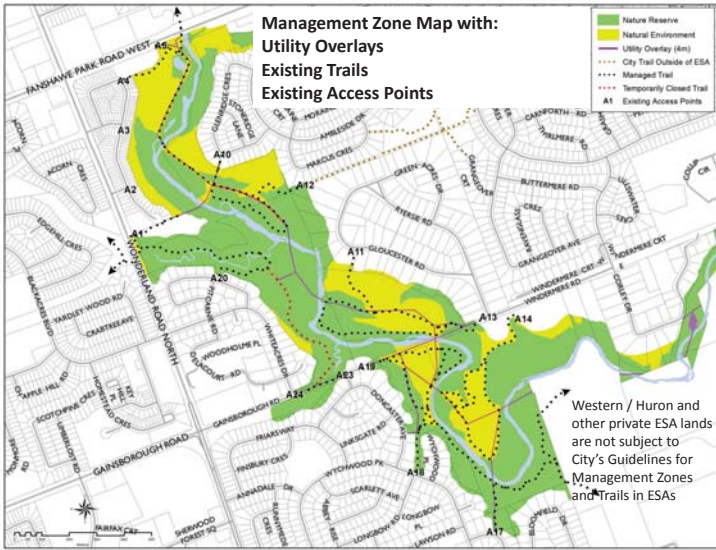


Medway ESA
CMP Complies
with Council
approved
Guidelines

Varied Opinions on these parts of CMP:

- Amount of Connectivity of trails in the ESA (i.e. linkages, bridges, and connections outside the ESA etc. suggested by the public)
- Hardening of trails to provide inclusive access to nature consistent with the Guidelines to comply with AODA requirements and for protection of ESA ecosystems
- CMP complies with Council's Guidelines for MZ and Trail in ESAs (for protection of ESA ecosystems and inclusive trail use to meet AODA requirements)





Trail Types

- **Level 1 Trail**
- **Level 2 Trails (Accessible):**



Existing Sewer Manhole

"Dirt" surface, up to 1 meter wide (about 3 feet wide)




Granular surface up to 2 meters wide / (about 6 feet wide)



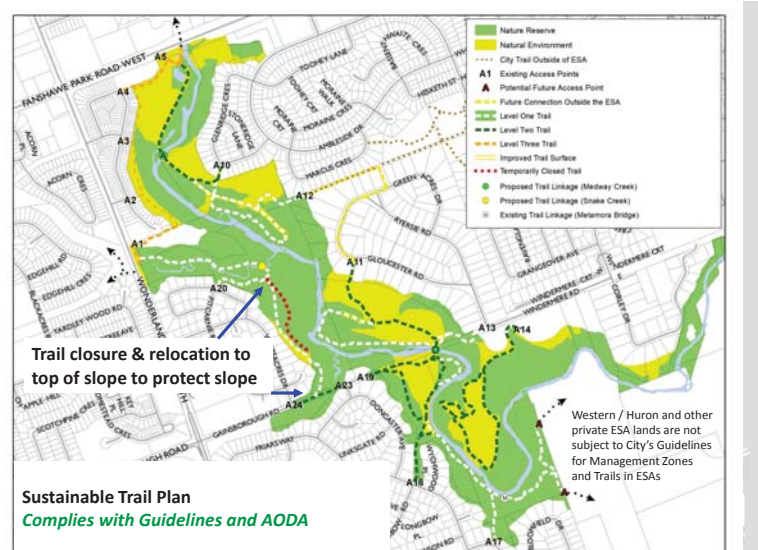
Asphalt surface up to 2 meters wide (about 6 feet wide)

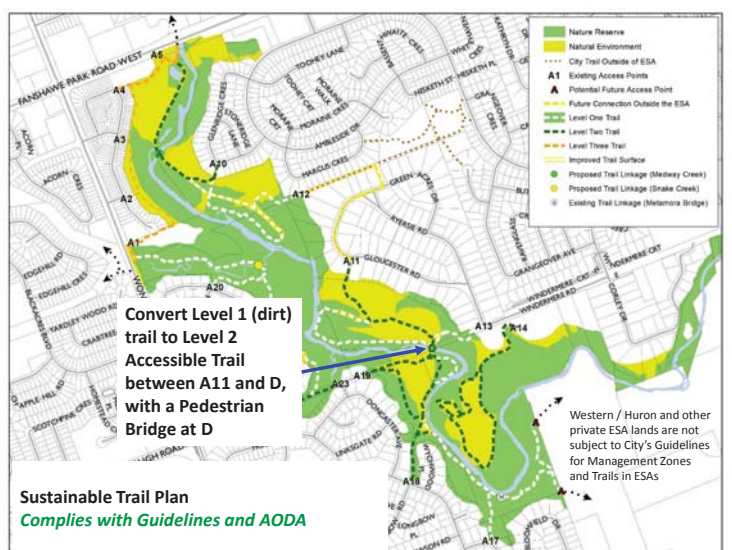
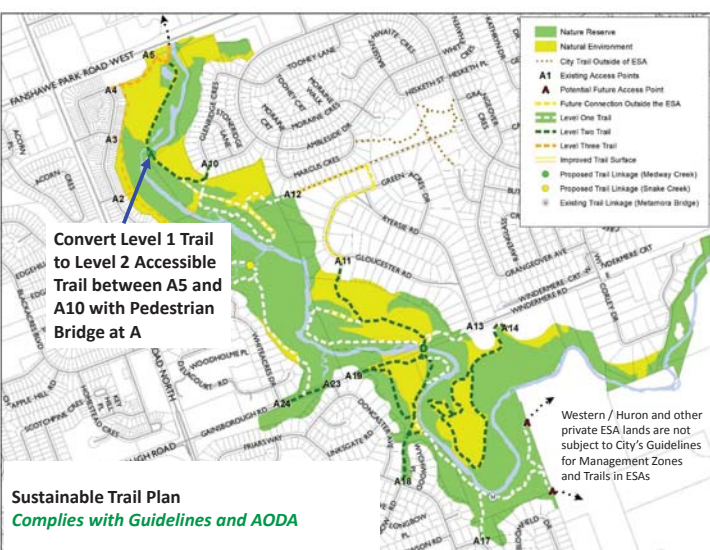
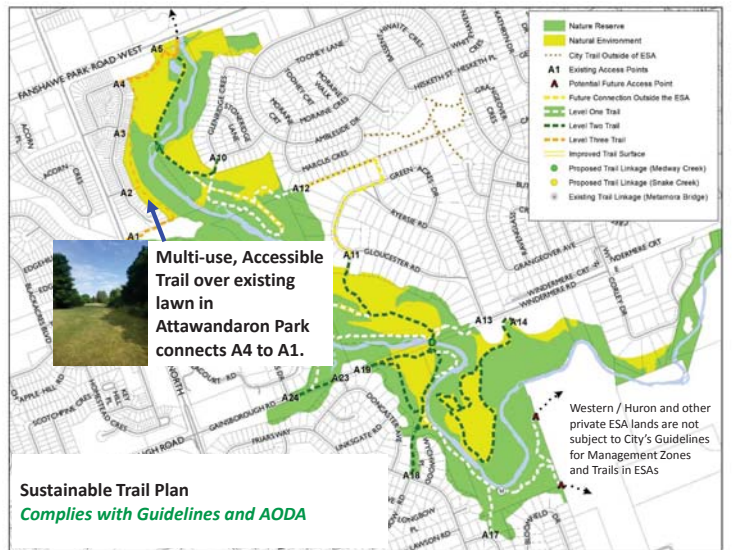
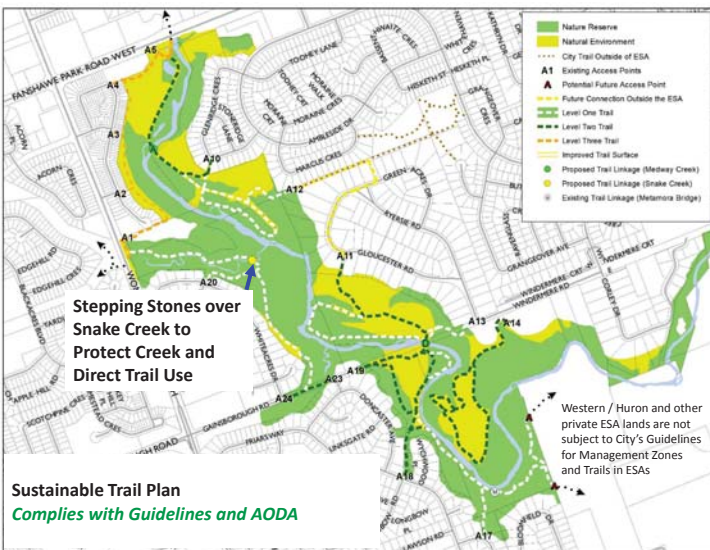
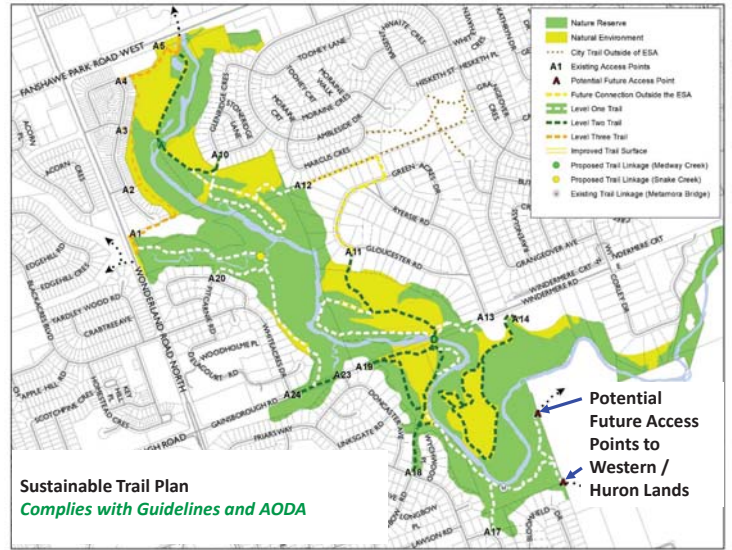
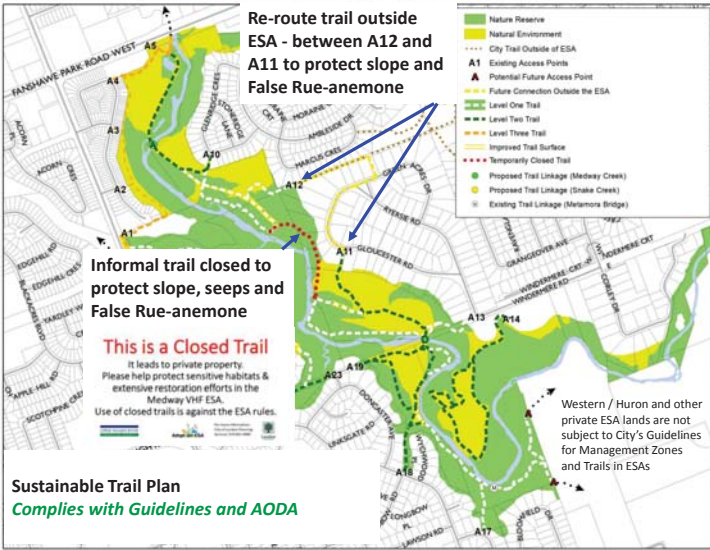
What might an Accessible Linkage at look like at A and D?

- Pedestrian Bridge south of Sunningdale Road West in MVHF ESA
- Fully Spans Creek, Protects riparian shoreline



**Sustainable Trail Plan
Complies with Guidelines and AODA**





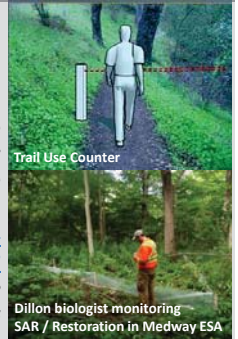
Continued Adaptive Management and Monitoring

- ✓ Most thorough monitoring program of any ESA in the City is already in place, registered with the Province & recognition from the Federal Government for best practices.
- ✓ Annual invasive species control / SAR monitoring reports, outlining positive active management are circulated to EEPAC, and Ministry of Natural Resources & Forestry (MNRF), are listed in the CMP.
- ✓ Table 12 Monitoring Framework in CMP to continue to track:
 - Bank migration
 - Trail condition
 - Trail usage / linkages over Medway Creek
 - Sensitive species, Invasive species
 - Wildlife & wildlife habitat
 - Encroachment, Non-permitted uses
 - Restoration and naturalization



Continued Adaptive Management Monitoring: Monitoring Measures of Success

- Monitoring and adaptive management after trail improvements, bridge installation, naturalization and restoration work - described in Table 12 of CMP.
- Trail use in sensitive areas *may decrease* after closure of informal trails and drier, firm and stable Accessible trails are provided in less sensitive areas over sewer alignments, and, linkages are provided outside the ESA.
- Either way the [Recovery Strategy for the False Rue-anemone \(*Enemion biternatum*\) in Canada, 2017](#) identifies in Table 5 that; “Activities restricted to the surface of existing, authorized... recreational trails would not result in the destruction of critical habitat.”
- If use of trails goes up, natural surveillance goes up, and Crime Prevention Through Environmental Design (CPTED) principles show *increased* compliance with rules and ESA protection



ONGOING PROTECTION OF SENSITIVE FEATURES LEVEL 1 TRAIL LOOP SOUTH of A10 and WEST of A12

- ✓ Barricade / Corral at transition from Level 2 to Level 1 Trail Type as per Guidelines
- ✓ Educational / Regulatory Signage on Corral:
 - How to protect Sig. Features
 - Why Stay on Trail / Dog on Leash
 - Use at Own Risk / Not AODA compliant
- ✓ Same signage/species Metamora A17, A18
- ✓ Level 1 Trail Loop use *may go down*
- No access to Level 1 Loop from A11 & A13
- Level 2 trail will draw people north to drier, accessible, longer trail
- ✓ If use goes up, rule compliance goes up (CPTED)
- ✓ Use / sensitive species continue to be monitored
- ✓ Biggest threat inv. species has been addressed

Entrance corral at transition from Level 2 → Level 1 trail - AODA info & interpretative signage

ADAPTIVE MANAGEMENT

Adaptive Management Could Include:

- Seasonal Trail Closure of for 6-8 weeks in spring while False Rue-anemone is growing
- OR
- Permanent Closure of all trails near/in False Rue-anemone habitats including:
 - Level 1 Trail South of A12
 - Level 1 Trail North of A17, East of A15 / A16

This is a Closed Trail

Please help protect sensitive habitats & extensive restoration efforts in the Medway VHF ESA. Use of closed trails is against the ESA rules.

Implementation of CMP: Budget

Assumed maximum budget based on Estimated Cost table in CMP (Table 4) is **\$2,100,000** over ten years

- This accounts for >50% of recommended restoration underway and/or complete
- Based on previous construction costs, each proposed bridge is estimated to fall within a range of \$400,000 – \$500,000 to construct.
- AODA Trail improvements assumed to not exceed \$280/m (2,750 m assumed)

CMP Action	Maximum Estimated Cost
Restoration	\$200,000 remaining (approx. 50% already carried out)
Naturalization	\$120,000
Sustainable Trail Concept Actions	\$1,680,000
Monitoring	Operating Budget and \$100,000 Capital
TOTAL	\$2,100,000



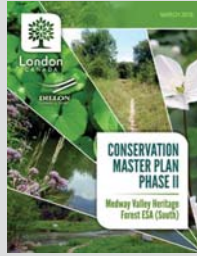
SUMMARY – Conservation Master Plan

- Satisfies Council’s Strategic Plan
- Follows London Plan Policies
- Complies with Council’s Guidelines for Management Zones and Trails in ESAs
- Addresses AODA regulations and Consultation with Accessibility Advisory Committee

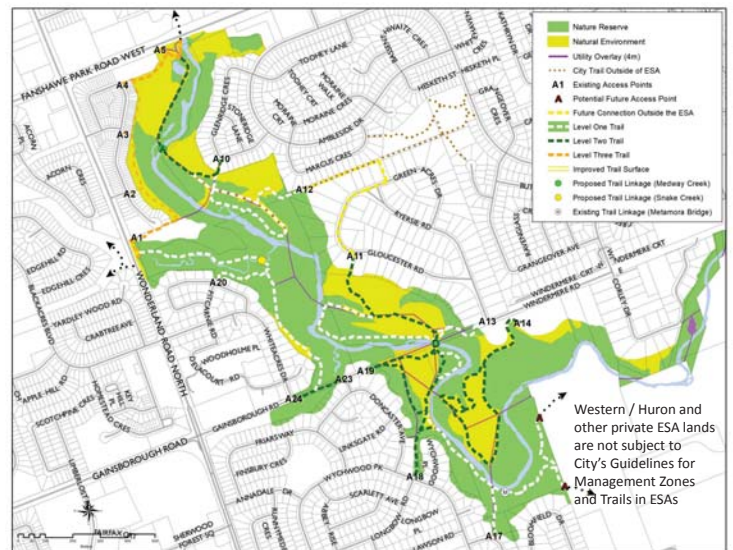
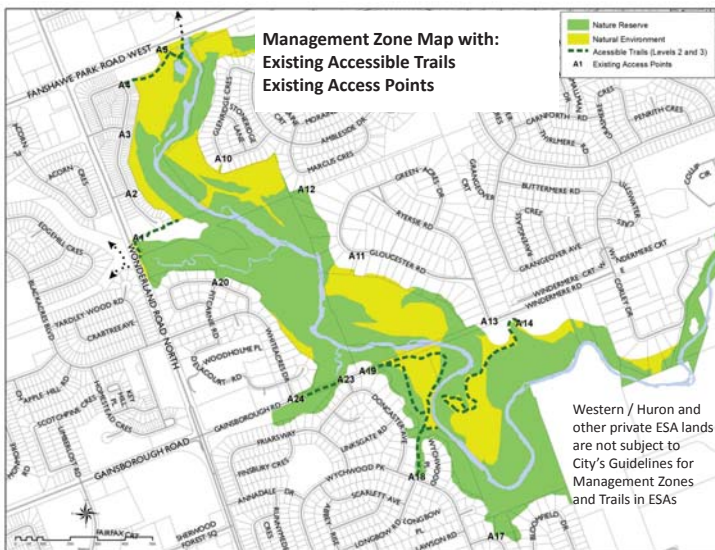


SUMMARY - Conservation Master Plan

- Ecological Features and Functions Protected
- Increased Use Can be Managed
- False Rue-anemone Protected, Enhanced and Continues to be Monitored
- Accessible Trails Provided Outside Ecologically Sensitive Areas / Over Sewer Alignments



END



END of SLIDES



London Plan

- Policy 1422_3 London Plan** "The identification of **management zones based on ecological sensitivity**, including descriptions of recreational uses and opportunities for eco-tourism to be provided if applicable, and details of access permitted to and within the area, including formalized pathways and **trail systems**."
- The CMP process is the "trigger" for Accessibility for Ontarians with Disability Act (**AODA**) compliance requirements for the **trail system** including the **requirement** for consultation with the Accessibility Advisory Committee of Council



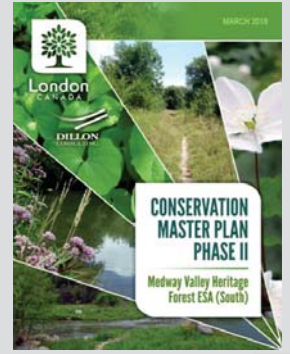
Accessibility for Ontarians with Disabilities Act (AODA)

- **By law, you must make recreational trails accessible** if you are building new public recreational trails and planning to maintain them or making major changes to existing ones and planning to maintain them
- **Exceptions:**
 - Exceptions where making the trail accessible would have a **significant** negative effect on water, fish, wildlife, plants, invertebrates, species at risk, ecological integrity or natural heritage values
 - In such instances, **the City is expected to meet the requirements of the Standard to the greatest extent possible.**
- **Must Consult with Accessibility Advisory Committee**
- **Accessibility Advisory Committee has ENDORSED the Conservation Master Plan, March 2018**



Conservation Master Plan – Key Issues

- Environmental Protection
- False Rue-Anenome
- Increased Use
- Accessibility for Ontarians with Disabilities Act (AODA)



Medway VHF ESA CMP PEC Backup Slides

April 16 2018

Firm and Stable Trails Under AODA

Surface Material	Level of Accessibility
Concrete Pavers on Concrete	<p>Accessible</p> <p>Moderately Accessible</p> <p>Least Accessible</p>
Asphalt Crushed Stone Wood Decking	
Soil Cement Untreated Soil	
Wood Chips	
Packed Gravel	

Accessibility of Trails in London's ESAs – 2017 - Current

Name of ESA	Total Kilometers Managed Trails in each ESA	Kilometers Hiking Trails (Level 1) in ESA	Kilometers of Accessible Trails (Level 2 or 3 or AODA structure) in ESA	Percentage of Accessible Trails in each ESA
Coves	6.4	3.2	3.2	50%
Kains Woods	5.8	5.1	0.7	12%
Kilally Meadows	10.3	5.6	4.7	46%
Lower Dingman	1.4	1.4	0.0	0%
Meadowlily Woods	4.6	4.6	0.0	0%
Medway	11.0	5.9	5.1	46%
Sifton Bog	2.7	2.1	0.6	22%
Warbler Woods	3.9	3.5	0.4	10%
Westminster Ponds	11.4	9.8	1.6	14%
TOTAL ALL ESAS	57.5	41.2	16.3	28%



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

April 11, 2018

A. Macpherson
Manager - Environmental & Parks Planning

I hereby certify that the Municipal Council, at its meeting held on April 10, 2018 resolved:

- That the following actions be taken with respect to the 3rd Report of the Accessibility Advisory Committee, from its meeting held on March 22, 2018:
- the Conservation Master Plan for the Medway Valley Heritage Forest ESA (South) BE ENDORSED by the Accessibility Advisory Committee; it being noted that the Meeting Minutes from the ESA CMP Planning Process and the AODA Information Meeting held on February 21, 2018, as well as the attached presentation from L. McDougall, Ecologist, were received;
 - the implementation of Option 1, as outlined in the attached presentation from J. Michaud, Landscape Architect, for the proposed playground at the South West Community Centre, BE SUPPORTED by the Accessibility Advisory Committee;
 - the attached 2018 Work Plan for the Accessibility Advisory Committee BE APPROVED;
 - J. Madden BE APPOINTED as Interim Chair of the Built Environment Sub-Committee and P. Moore BE APPOINTED as Chair of the Transportation Sub-Committee; it being noted that both the Built Environment Sub-Committee and the Transportation Sub-Committee will meet the second Tuesday of each month, and;
 - clauses 1.1, 3.1, 3.2, 3.3, 3.4 and 5.2 BE RECEIVED. (4.37/CPSC)

C. Saunders



Maintenance of Utilities within the ESA



- London Hydro is currently repairing two hydro poles that span across Medway Creek from Doncaster Gate to Windermere Road
- This is part of routine maintenance of a utility right-of-way
- Work will include the need to trim and/or cut trees to allow access for machinery and trucks to do this repair work



Overview of Revisions to Final CMP - Trail Strategy

- Changes were triggered based on the formal response received from ACCAC on January 8, 2018. All changes comply with the Guidelines.
- In order to endorse the MVHF ESA (south) CMP, ACCAC requires the following revisions:
 - Upgrade the trail to Level 2 between A11 to the Medway creek at Linkage "D", noting the current trail runs primarily along a utility overlay within a Natural Environment zone.
 - Install a bridge at Linkage "D". This will create an accessible trail from A11 to A18 and A19.
 - Extension of the boardwalk at A18 noting erosion exists, resulting in muddy surfacing and trail-widening (by those attempting to avoid the mud). This trail improvement will maintain the trail as a Level 2 accessible trail.

Note: ACCAC originally requested A13 to Linkage D to be accessible, but as this is within a Nature Reserve zone, an accessible Level 2 trail would not be in accordance with the Guidelines. This demonstrates an "environment first" approach.



Trail Management - Access and Wayfinding

Signage in ESAs as described in Guidelines are:

- Informational / Regulatory / Warning
- Interpretive
- Designation / Directional
- Access Point Signs: ESA name, pictographs for rules, QR codes - Brochure / Observation Reports, and, use at own risk. Complete rules / by-law sign on the back.

New AODA compliant signage at all access points to include a map and identify:

- The length of trail
- The type of surface of which the trail is constructed
- The average and minimum trail width
- The average and maximum running and cross slope
- The location of amenities, where provided



Current ESA Access Point Signage



Examples of Implementing AODA from the City of Toronto Chorley Park

- Existing footpaths, asphalt trail and timber staircase at Chorley Park are not safe for public use and will be removed and converted to a natural forest condition
- To provide safe access into and out of Moore Park Ravine, the City of Toronto developed a plan for two trail connections at Chorley Park:
 - A natural surface footpath for hiking in the forested area
 - An asphalt switchback with a gradual slope to provide access for trail users with differing abilities.
- City of Toronto changed original design to adhere to provincial guidelines. "Supporting Human Rights means providing all citizens with equal and universal infrastructure whenever possible"
- City of Toronto recognizes trails are one tool used to protect ravines and other natural environments. A trail can be planned and managed as a means to help protect and enhance a natural area.
- 160 trees required removal for the project; many were <20 cm dbh, non-native species and/or where susceptible to disease (Elm, Ash). 1500 native trees and shrubs are planned as part of the restoration planting of the site.



Chorley Park Trails, City of Toronto



Additional City Policies Taken Into Consideration

The Age Friendly London Action Plan (2017-2020)

- Includes recommendations to increase the age friendliness of trails
- Neighbourhood profiles for Medway and Masonville areas indicate age demographics of 65+ are increasing while younger age groups are on the decline
 - Masonville 2006-2011
 - 28% increase in 65+
 - Medway 2006-2011
 - 10% increase in 65+



London Strengthening Neighbourhoods Strategy (2017-2020)

- Provides recommendations and strategies to empower and create sustainable, safe and active communities while also encouraging diversity and inclusiveness



BRIDGE BACK UP SLIDES



Response to EEPAC Concerns Bridges over Medway Creek

- Design criteria for bridges:
 - Span the creek and minimize footprint in riparian zone (i.e., no in-water work).
 - Minimize the footprint of the bridge structure approach embankments
 - Allow relief flow generated by the Regulatory 1:250-year event to go around the bridge within the wider floodplain
- Pedestrian bridge structures would be designed and constructed / load rated for pedestrians.



Bridge and Accessible Trail follow existing sewer alignment



Existing Bridge over Medway Creek (north)



Riparian Zone Undisturbed – No in water work



Straw Bales and Heavy Duty Sediment and Erosion Fence



Limit of Disturbance – Minimized



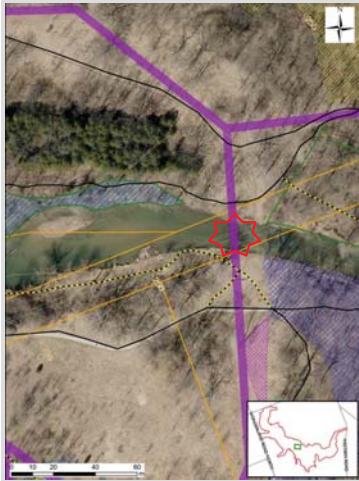
Linkage A



- Linkage A is a Priority:
- ✓ Suggested by the Public
 - ✓ Would connect two existing managed trails
 - ✓ Natural Env. Zone supports Level 2 accessible trails
 - ✓ Current impacts from lack of linkage – informal crossings and trails
 - ✓ No connection may result in further use of the informal trail to the east (closed managed trail) and in Creek crossings
 - ✓ Outside of mapped Significant Ecological Features
 - ✓ Complies with Guidelines
 - ✓ Over Utility Overlay - Minimize Impact & Enhance Accessibility



Potential Crossing D



Considerations

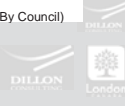
- Would connect two existing managed trails
- Outside of mapped Significant Ecological Features
- Complies with Guidelines

Trails

- Closed Trail
- Managed Trail
- Informal Trail
- Contour (5 metre Elevation)
- Kentucky Coffee-tree

Habitat for Species of Conservation Concern

- Habitat for Rare Species (Slender Satin Grass)
- Seeps and Springs Area (S1-S7)
- Habitat for Rare Species (Striped Cream Violet)
- Habitat for Rare Species (American Gromwell)
- Habitat for Special Concern Species (Green Dragon)
- Utility Overlay (4 m)
- MVHF ESA Boundary (Not Approved By Council)



Potential Crossing E



Considerations

- Would connect two existing managed trails
- Would require passing through known SCC habitat
- Would not comply with Guidelines as would directly impact Species of Conservation Concern with bridge location along any point of east creek bank.

Trails

- Closed Trail
- Managed Trail
- Informal Trail
- Contour (5 metre Elevation)
- Butternut
- Kentucky Coffee-tree

Habitat for Species of Conservation Concern

- Habitat for Rare Species (Slender Satin Grass)
- Habitat for Rare Species (Striped Cream Violet)
- Habitat for Rare Species (American Gromwell)
- Utility Overlay (4 m)
- MVHF ESA Boundary (Not Approved By Council)



Potential Crossing B



Considerations

- Would require converting informal trails to managed trails
- Would require passing through known SAR and SCC habitat
- Would not comply with Guidelines as would directly impact Species at Risk with bridge location along any point of creek bank in this location

Trails

- Closed Trail
- Managed Trail
- Informal Trail
- Contour (5 metre Elevation)
- False Rue Anemone

Habitat for Species of Conservation Concern

- Habitat for Rare Species (Striped Cream Violet)
- Habitat for Rare Species (American Gromwell)
- Utility Overlay (4 m)
- MVHF ESA Boundary (Not Approved By Council)



Potential Crossing C



Considerations

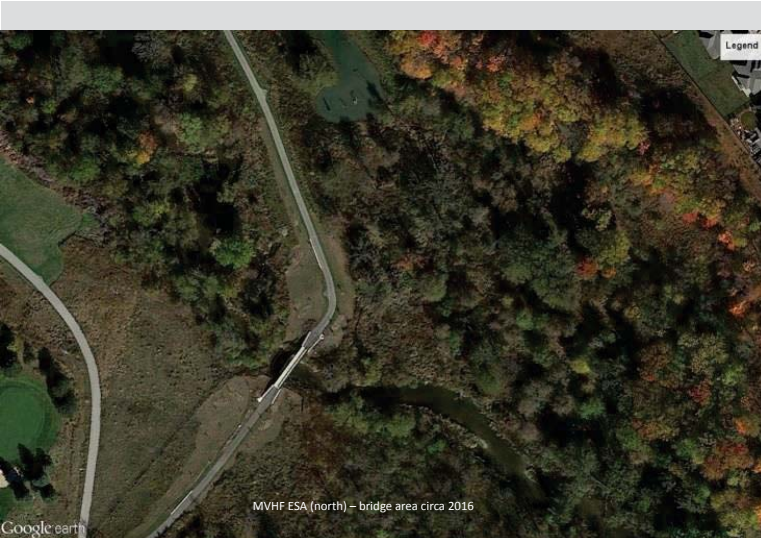
- Would require passing through SAR/SCC habitat
- Would require new trail on west side and/or conversion of informal to managed trail
- Would not comply with Guidelines as would directly impact Species at Risk with bridge location along any point of west creek bank.

Trails

- Closed Trail
- Managed Trail
- Informal Trail
- Contour (5 metre Elevation)
- False Rue Anemone

Habitat for Species of Conservation Concern

- Seeps and Springs Area (S1-S7)
- Habitat for Rare Species (Striped Cream Violet)
- Habitat for Rare Species (American Gromwell)
- Habitat for Special Concern Species (Green Dragon)
- Utility Overlay (4 m)
- MVHF ESA Boundary (Not Approved By Council)



Environmental Management Strategy: Trail Management Plan



Metamora Bridge - before



Metamora Bridge - after

City required by law to meet AODA standards where possible:

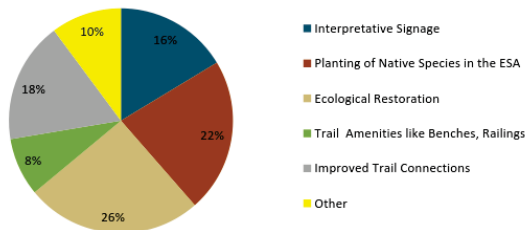
- Linkage A & D (Bridge) recommended :
 - Area low in sensitive ecological features
 - Would provide increased accessibility, keeping accessible trail and linkage in disturbed area with ongoing access req. (Utility Overlay).
 - Supported by ACCAC



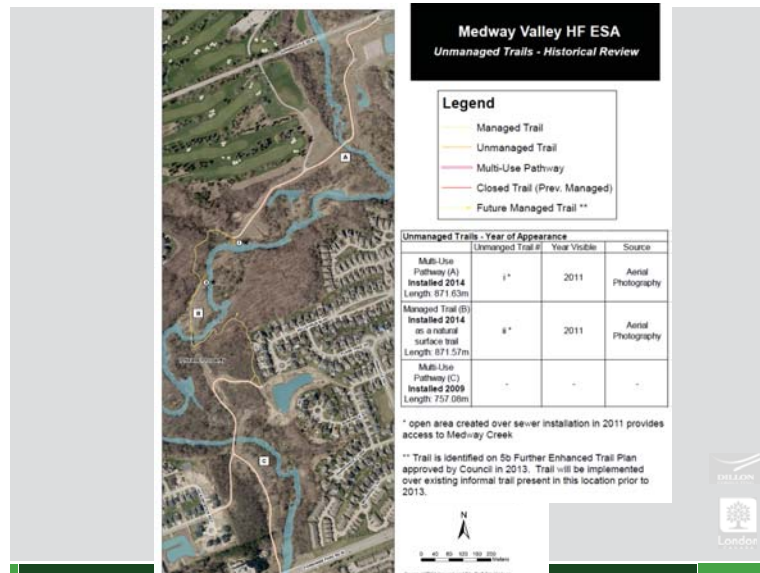
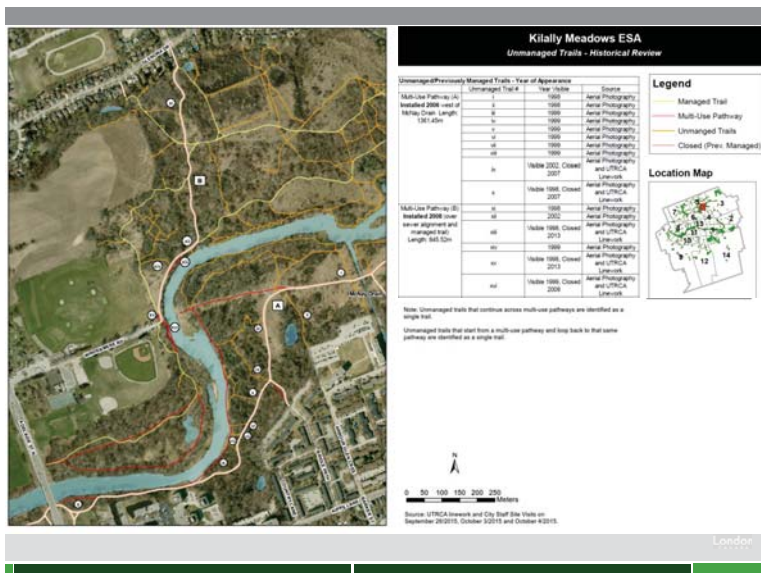
Survey Results

- Question 3: What do you think could be improved in the MVHF ESA (south)?

What do you think could be improved in the MVHF ESA (south)?

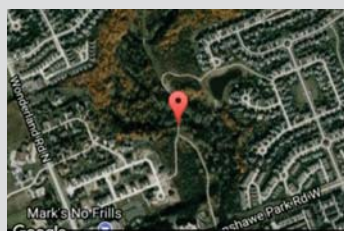


Trail DATA



Data from Trail Use Monitor in the MVHF ESA North

- Daily average - 123 people a day from April 2016 to August 2017
- More on weekends (152 a day) – less during the week (111 a day)
- Most people on one day was 432 on Oct 16, 2016
- 44,895 people / year
- All visits between 6am and 10pm **good news –consistent with rules**



Overview of Revisions to Final CMP - Trail Strategy

With the revisions provided in the final CMP, the trail system through the MVHF ESA (when including both north and south) would be the longest accessible nature trail available throughout the City of London.

Summary of Trail Lengths in MVHF ESA (south)

Trail Level	Existing Length (m)	Oct. 2017 Version (m)	Final March 2018 Version (m)
Level 1	6,169	4,967	4,834
Level 2	2,116	3,141	3,992
Level 3	487	1,358	1,358
Unmanaged/ Closed		5,435 m	



Protected Area Annual Visitors, Area, and Trails

Protected Natural Area	Visits per year	Area in hectares	Kilometers of Trails
Medway Valley HF ESA (north) (2016-17)	44,895	62	3
Point Pelee National Park (2015-16)	300,106	19	12
Pinery Provincial Park (2010)	614,479	2,533	17

Comparison of Study raised by LAC member “**10 Factors that Affect the Severity of Impacts of Visitors in Protected Areas**, (Pickering, 2010)” with the **Guidelines for Management Zones and Trails in ESAs**, 2016 and Other Policies and Management for ESAs in London

- City’s Guidelines and related ESA protection policies meet or exceeds all Pickering’s recommendations



Overcrowding in ESAs?

- Chair of EEPAC circulated New York Times piece Sept. 27/2017 - [National Parks Struggle With a Mounting Crisis: Too Many Visitors](#) to staff / EEPAC Working Group



- Zion is among the most visited parks in the system. In 2016, about 4.3 million people visited, up 60 percent from a decade ago. Considering a first for any national park: requiring reservations for entry.

Contrast with MVHF ESA (north) data at LAC 4:

- average -123 people a day from April 2016 to August 2017
- More on weekends (152 a day) – less during the week (111 a day)
- Most people on one day was 432 on Oct 16, 2016
- 44,895 people / year pass by the trail counter
- All visits between 6am and 10pm good news – consistent with rules



Access 1 and 12 and Trails outside ESA Photos



Greenacres Photos

- Greenacres – Unopened Road Allowance is City Property



Existing Access 12 – Street view

- Gloucester Road - Access 12



Existing Trail Outside ESA – leading to Access 11

- Existing dirt / woodchip trail outside ESA behind homes



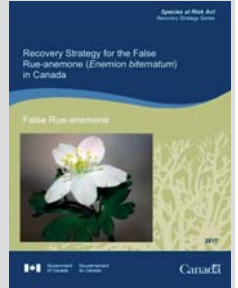
FALSE RUE ANEMONE BACK UP SLIDES

- Restoration, Naturalization
- Adaptive management



Response to EEPAC (& Nature London) Concerns False Rue-anemone

- Populations of sensitive species have continued to persist though pressured by invasive species (which are being controlled for).
- 5,435 m of unmanaged/informal trails are proposed to be closed and restored. **Approximately 725 m overlaps False Rue-anemone habitat.**
- Recovery Strategy for the False Rue-anemone (*Enemion biternatum*) in Canada (2017) clearly states as well "Off-trail recreation and trail use" is a threat to this sensitive species if populations undergo trampling and soil compaction."
 - Off-trail recreation goes on to refer primarily to ATV use, but also refers to inadvertent trampling and resulting soil compaction.
- Recommendations provided in CMP to help encourage users to remain on official trails through use of barriers, upgraded trail surfaces and signage. This is consistent with the federal Recovery Strategy.
- Measures to encourage users to remain on trails and divert users to areas away from the core habitat of sensitive species helps to mitigate the potential for inadvertent trampling
- Recovery strategy cites that "activities restricted to the**



DILLON
ENVIRONMENTAL CONSULTANTS

Petruniak, Jennifer <jpetruniak@dillon.ca>

RE: False Rue-anemone Mitigation Plan for Review

1 message

Thompson, Melinda (MNR) <Melinda.Thompson@ontario.ca> Fri, Jul 4, 2014 at 2:53 PM
To: "Petruniak, Jennifer" <jpetruniak@dillon.ca>
Cc: Jonathan Harris <jharris2@dillon.ca>, "McDougall, Linda" <lmcDougall@london.ca>, Brandon Williamson <williamsonb@thamesriver.on.ca>

Hello Jennifer

I have only minor corrections and comments (see the attached). I endorse this Mitigation Plan as it appears to take sufficient steps to mitigate impacts to False Rue-anemone within the Medway Valley, as well as contributing to the reduction of a significant threat to the species.

Melinda

Melinda Thompson, B.A.Hon., M.Sc.
Species at Risk Biologist
Aurora District, Ministry of Natural Resources
50 Bloomington Rd Aurora, ON L4G 0L8
Tel. (905) 713-7425
Fax. (905) 713-7360
melinda.thompson@ontario.ca

Holly J. Bickerton
Consulting Ecologist
143 Ainslie Ave. Ottawa, K2J 2Y1
(613) 750-7725
holly.bickerton@rangers.com

3 April 2018

Linda McDougall
City of London
287 Dundas St.
London, ON N6A 1H2

RE: False Rue-anemone recovery and the Medway ESA Conservation Master Plan (CMP)

Dear Ms. McDougall,

Thank you for contacting me to comment on the recovery of False Rue-anemone and the Medway ESA CMP as above. I am an Ottawa-based consulting ecologist and botanist specializing in species at risk, particularly at-risk plants. I compiled the first draft of the (2017) Environment Canada Recovery Strategy for the False Rue-anemone (*Enemion biternatum*) in Canada, which is available to the public on the federal Species at Risk Act registry (see reference below).

I have reviewed relevant sections and plans within the CMP and I believe it is consistent with the actions proposed in the recovery strategy for this federally Threatened plant species. By discouraging and decommissioning existing informal trails within the habitat of this species (see Fig. 4b of CMP), the CMP will reduce threats of trampling and disturbance to its sensitive habitat (see p. 20 and Table 3, p. 23 of recovery strategy). By improving trail surfaces adjacent to its habitat, the CMP will prevent visitors from widening wet and muddy trails, and further encroaching into suitable or even occupied habitat. The proposed trail upgrade (improving trail surface) outside the population and habitat as shown in the Concept Plan of the CMP (Level Two Trail from A11, Fig. 4b) directs visitors away from sensitive habitat toward other areas. By increasing signage (p. 37 of CMP), the public will be made aware of the sensitive nature of the habitat (Table 3 of recovery strategy, p. 13). All of these activities are consistent with and support the actions listed in the recovery strategy.

It is important to emphasize that improving surfaces of existing trails is not inconsistent with recovery of populations where it reduces threats to the species or its habitat. As stated in the recovery strategy, the "surfacing of existing, authorized/recreational trails would not result in destruction of critical habitat" (Table 5, p. 19). In my experience and 20 years of observation, well-planned, managed and signed trails protect sensitive habitat by encouraging visitors to stay on the path. In Ottawa, the National Capital Commission (NCC) created such a path through the Mud Lake Conservation Area, a birding area of national significance, over 10 years ago. The creation of this path has worked extremely well to discourage visitors from extensive wandering and trampling of vegetation. These observations and conclusions are supported by both the ecologist who designed the trail routes, and by NCC land managers.

The False Rue-anemone population in London is in my opinion, well monitored and managed. The City of London has been active in addressing the most serious threat to this population: invasive Goutweed. By removing this aggressive competitor, monitoring data shows that the native False Rue-anemone populations in Medway Creek are stable to increasing after three years of treatments (see Invasive Species Control Program: Results for the Medway Heritage Forest ESA, January 2018). A clear and detailed plan to mitigate threats and monitor populations is in place (see False Rue-anemone Mitigation Plan: Medway Valley Heritage Forest (South) ESA, July 2014). As stated in the CMP, "on-going monitoring will continue to determine if controlled species re-established" (p.54). The stable to expanding size of this population suggests that it can persist and even recover when the predominant threat (invasive species) is removed, despite multi-use trails elsewhere in the Medway ESA.

Staff and consultants of the City of London were active contributors to the development of the recovery strategy, freely providing documents and data. In its development, the recovery strategy also underwent extensive review by ecologists and land managers at all levels of government, and was made available for review by the general public for several months.

The Medway Valley False Rue-anemone population is an important one for this species' recovery. In my opinion, the Medway ESA CMP and supporting work by the City of London will help to protect and restore the False Rue-anemone population within this densely populated urban area.

Please feel to contact me at the number above if I can provide any further information or assistance.

Yours sincerely,
Holly Bickerton

Holly Bickerton
Consulting Ecologist, B.A.Sc., M.E.S.
Member of COSSARO, Field Botanist of Ontario, Ottawa Field-Naturalists
and Ontario Invasive Plant Council.

Reference:
Environment and Climate Change Canada. 2017. Recovery Strategy for the False Rue-anemone (*Enemion biternatum*) in Canada. Species at Risk Act Recovery Strategy Series. Environment and Climate Change Canada, Ottawa. vii + 37 pp.



Protection of False Rue-anemone (*Enemion biternatum*), a Threatened^A species found in the Medway Valley Heritage Forest ESA

2013
Phase I Inventory identified Goutweed (*Aegopodium podagraria*) as a Threat to False Rue-anemone in MVHF ESA

2014
City contracted UTRCA and Dillon to control Goutweed to assist in the recovery of a Threatened Species at Risk

2015
Goutweed Control early success and native species return to understorey

Opportunity to increase awareness of Species at Risk and promote education of invasive species threats consistent with the recommendations in the proposed Recovery Strategy for the False Rue-anemone in Canada, 2016

The City of London was recognized for their innovative work, habitat protection and contributions to the Federal Recovery Strategy for the False Rue-anemone in Canada, 2016.

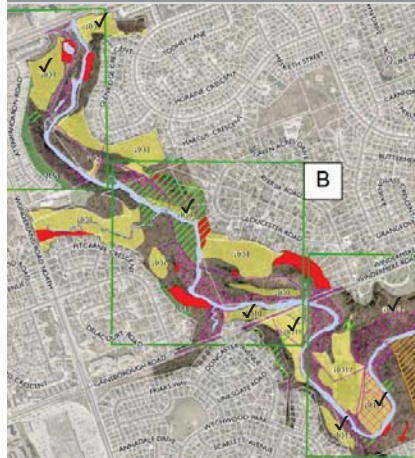
2016
Goutweed population significantly reduced as of 2016/2017

2017
False Rue-anemone identified in areas where Goutweed once existed

Existing trails in the ESA have helped to limit trampling and promote public awareness of this species, while also providing a physical barrier to prevent the spread of Goutweed

^A "Threatened" means the species lives in the wild in Ontario, is not endangered, but is likely to become endangered if steps are not taken to address factors threatening it.

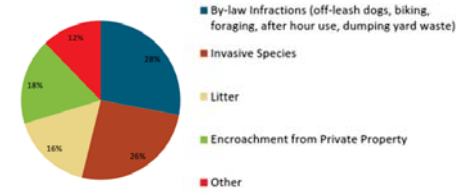
Environmental Management Strategy: Restoration



- Previous Work - Majority of restoration work underway in 8 of 15 Restoration Overlays (RO) on Figure 2
- High Priority RO 5, 14 & 15 to protect SAR implemented in 2013-2017
- City / Dillon & UTRCA recognized for innovative work, SAR habitat protection and contributions to the [Federal Recovery Strategy for the False Rue-anemone \(*Enemion biternatum*\) in Canada](#)
- Phragmites high priority in all ESAs incl. Medway. Control since 2013 (RO 1 & 2)
- Current Work to manage Periwinkle, Goutweed, Buckthorn, Norway Maple, Phragmites, Loosestripe, and, native tree / shrub plantings (RO 10, 11 & 13)
- Garlic Mustard pulled by SF Adopt an ESA
- Future Work – implement RO3, 4, 6, 7, 8, 9 & 12 to manage Buckthorn, Snowdrops, Woodland Sedge, plant trees & continue monitoring

Adaptive Management for Dogs off Leash

What do you consider to be the biggest "Threat" to the ESA?



Dogs off leash identified throughout the entire process by residents as big concern:

- Innovative measures to increase compliance with rules have worked in other natural areas (Tardona, 2012) – idea was circulated to EEPAC and OPSF Ratepayers Adopt an Group for consideration
- New measures could include banning all dogs from Medway Valley ESA south
- Increased compliance with dogs on leash rules shown on paved trails (99% compliance vs woodchip or un-paved trail sections 71-74%) (Leung et. al., 2015)



Phase I Summary of Findings

1. All significant ecological features identified in Phase 1 were found to be compatible with the existing managed trails based on Chart 2 from the Guidelines for Management Zones and Trails in ESAs.
2. Fifteen areas were identified that require active ecological restoration or special management. Majority of ecological restoration work is underway in 8 of 15 Restoration Overlays. (Figure 2)
3. Five areas were identified for naturalization. Two currently identified in Phase II. (Figure 2)



Phase I CMP Summary of Findings

5. **Nine wildlife habitat types identified & recommendations provided for:**
 - Colonialily-Nesting Bird Breeding Habitat
 - Amphibian Breeding Habitat
 - Seeps and Springs
 - Habitat for Species of Conservation Concern:
 - Shrubby St. John's Wort
 - Striped Cream Violet
 - Slender Satin Grass
 - American Gromwell
 - Green Dragon
6. **Habitat for Threatened or Endangered native species identified:**
 - Butternut
 - Cucumber Magnolia
 - Kentucky Coffee-tree
 - False Rue-anemone
 - Queensnake
 - Spiny Softshell
 - SAR bats



EEPAC INVOLVEMENT WITH FALSE RUE-ANEMONE EEPAC is Circulated ~ 4 times a year with False Rue-anemone Updates

- March 2018 Staff ESA Capital Project List included False Rue Anemone management
- August 2017 Dillon Presented August CMP and False Rue-anemone information
- October 2017 - Dillon Presented October CMP and False Rue-anemone information
- September 2017 – Staff ESA Committee Minutes included False Rue-anemone management work
- March 2017 - Staff ESA Committee Minutes included False Rue-anemone management work
- January 2017 Staff Presented and Circulated Invasive Species Control Program Results Medway Valley Heritage Forest ESA, December 2016
- January 2017 Dillon Presented and Circulated Memo Response to EEPAC on False Rue-anemone and Green Dragon, Medway Valley Heritage Forest ESA.
- November 2016 Staff Presented and Circulated Invasive Species Control Program Results Medway Valley Heritage Forest ESA, December 2015 (Second time)
- January 2016 Staff Presented and Circulated Invasive Species Control Program Results Medway Valley Heritage Forest ESA, December 2015
- October 2015 - ESA Update and Capital Project List included information about Invasive Species Work to protect SAR/ False Rue-anemone in MVHF ESA
- February 2015 List of ESA Capital Projects included False-Rue-anemone project
- April 2015 Presentation of revised Phase 1 CMP including False Rue anemone
- May 2015 – Ecosystem Planning presentation included slides on False Rue-anemone
- November 2014 – ESA Update included information about Invasive Species Work to protect SAR in MVHF ESA
- September 2014 – Abstract of False Rue-anemone Goutweed project presentation to Ontario Invasive Plant Council AGM on EEPAC's agenda
- + EEPAC attended all 6 LAC meetings in 2017 for CMP process including discussions on False Rue-anemone

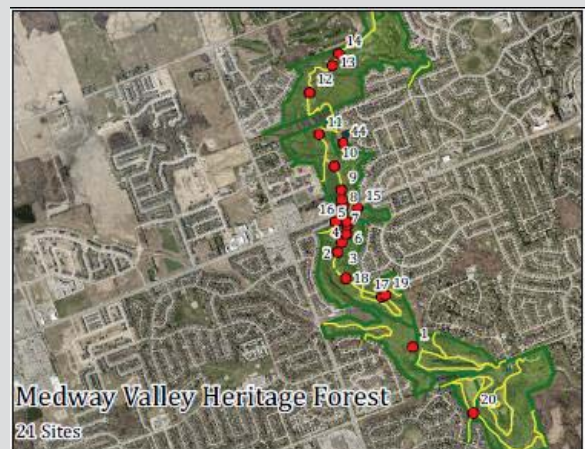


Environmental Management Strategy: Naturalization



- NA1, NA2 and NA3 – Part of RO9, RO11, RO12
- NA4: Identified during Phase I
- NA5: Identified during Phase II
- High quality ecological restoration of mown lawn areas into native meadows and succession to woodland
- Restoration work in association with trail implementation over lawn areas could define limit of restoration and limit future encroachment

Phragmites Treatment in Medway – 21 sites have been treated and are Monitored annually



2017 Council Resolution



February 15, 2017

J. M. Fleming
Managing Director, Planning and City Planner

I hereby verify that the Municipal Council, at its meeting held on February 14 and February 15, 2017 resolved:

4. That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the Midway Valley Heritage Forest Environmentally Significant Area (south) Conservation Master Plan (Phase 1) and 1):

41. the Natural Heritage Inventory and Evaluation for the Midway Valley Heritage Forest Environmentally Significant Area (MNHF ESA), forming Phase 1 of the Conservation Master Plan, approved by the staff report dated February 8, 2017 as Appendix 'A', BE APPROVED in accordance with Section 15.3.5 of the Official Plan and policies 1421 and 1422 of The London Plan;

42. the Addendum to the Natural Heritage Inventory and Evaluation MNHF ESA, including the existing trail review approved by the staff report dated February 8, 2017 as Appendix 'B', BE APPROVED in accordance with Section 15.3.5 of the Official Plan and policies 1421 and 1422 of The London Plan;

43. the Local Advisory Committee BE INCLUDED in the trail planning and discussions relating to environmentally significant areas as appropriate;

44. the members of the Environmental and Ecological Planning Advisory Committee, Nature London and the community BE THANKED for their work in the review and comments on the Phase 1 document; and

45. based on the process within the recently updated Guidelines for Management Zones and Trails in ESAs, Phase 1 of the Conservation Master Plan for the Midway Valley Heritage Forest Environmentally Significant Area (south) BE INITIATED. (2017-020) (AM/PEC)

J. M. Fleming

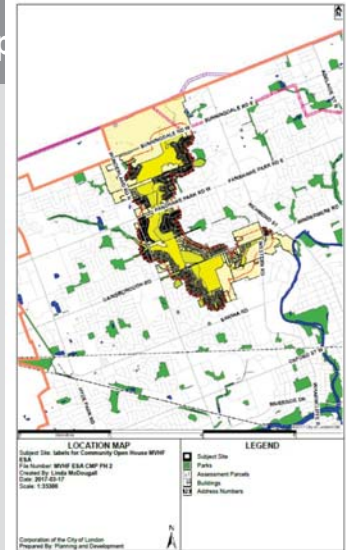
C. Saunders
City Clerk

46.

A. Macpherson, Manager, Environmental and Parks Planning
I. McLaughlin, Ecological Planner
I. Midway, Ecological Planner
Chair and Members, Environmental and Ecological Planning Advisory Committee



Radius Notification Map



Continued Community Engagement

- Additional content identifies federal and provincial initiatives to help increase appreciation for and accessibility to nature while also educating:
 - Mood Walks** is a province-wide initiative that promotes physical activity in nature, or "green exercise," as a way to improve both physical and mental health.
 - Naturally Accessible - Discovering Ontario's Land Trusts** is an initiative of the Ontario Land Trust Alliance (OLTA) in partnership with the Accessibility Directorate of Ontario.
 - Canadian Parks Council - Healthy by Nature**, Encouraging Canadians to spend more time in parks will support improved physical and mental/emotional health, and provide opportunities to inform and educate people about the important connection between healthy ecosystems and healthy human populations.



END PRESENTATION





TO: Chair and Members of the Community and Protective Services Committee

FROM: Christopher Mackie, Medical Officer of Health / CEO

DATE: 2018 June 18

SUBJECT: Middlesex-London Health Unit Office Space Fit-up Funding

In support of the Middlesex-London Health Unit's proposed relocation, this letter is being submitted to formally request the City of London's consideration for the extension of a repayable loan to the Middlesex-London Health Unit for the fit-up costs associated with the new office space.

Background

Middlesex-London Health Unit (MLHU) entered into a letter of intent with Avison Young (acting on behalf of the landlord) on January 15th, 2018 to lease approximately 68,930 square feet at 355 Wellington Street, London. Pursuant to a decision from the Superior Court of Ontario, MLHU has now entered into a long-term lease and would like to proceed with securing funding. There are capital requirements relating to the fit-up of the new space that will require funding.

Financial Due Diligence

As part of the location procurement process, MLHU conducted a financial analysis of all proposed sites, as well as an examination of lease/build/buy scenarios to determine which site and location scenario offered the greatest comparative economic advantage.

Comparison of sites by estimated fit-up costs and costs to be borne by MLHU showed that 355 Wellington Street had the lowest costs of all the evaluated sites.

In comparing the terms of the letter of intent offered for 355 Wellington and an option to acquire land and build in the downtown core, the lease rates offered are more attractive on a present-value basis by \$11.8 million versus the build option.

Capital Required for Fit-up

To support fit-up costs for this location, MLHU is seeking financing of \$5,200,000 from the City of London. It is anticipated that only a portion of this amount will be needed. MLHU has contacted and received quotes from potential lenders in the marketplace, and is now approaching the City to consider lending funds at the City's preferred borrowing rates.

Key features that MLHU requires include:

- The loan is structured as an open line of credit, and repayment of drawn amounts is not subject to penalty;
- Drawings on the line of credit would be treated as bridge financing to cover cost of fit-up costs;
- The line of credit would be drawn over a period of 12 to 24 months and MLHU would only draw down the line "as needed" to finance expenditures during the fit-up period;
- Under proposed lease terms with the landlord, MLHU would qualify to receive a tenant inducement payment upon completion of fit-up work, approximately 18 to 24 months after entering the lease agreement, which would be used to partially repay the drawn financing;

- Concurrently, MLHU has applied to the provincial Ministry of Health and Long-Term Care for a Community Health Capital Program (CHCP) to cover all residual fit-up costs and costs associated with the relocation – proceeds from this grant would be used to pay out the balance of the facility;
- If the grant request is denied or does not cover all residual debt, MLHU would seek to convert any outstanding debt to a term loan.

Conclusion

The MLHU is seeking financing from the City of London to cover the costs to fit-up proposed leased space in the City of London. Finding a suitable arrangement with the City of London could be advantageous compared to other solutions available from the market.

Should Council be supportive of considering this request for financing, it is respectfully requested that the following resolution be adopted:

“That Civic Administration BE DIRECTED to negotiate terms of financing with the Middlesex-London Health Unit (MLHU) for the fit-up costs of MLHU’s new office space, and that an appropriate agreement outlining the terms of the financing be brought forward for Council’s consideration.”

Respectfully submitted,



Christopher Mackie, MD, MHSc, CCFP, FRCPC
Medical Officer of Health / CEO

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of June 11, 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>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:</p> <p>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;</p> <p>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-risk individuals, individuals with lived experience with drugs, alcohol and gambling, adult entertainers or others that would protect and respect the individuals’ privacy; and</p> <p>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>	December 12, 2017		G. Kotsifas M. Hayward C. Saunders O. Katolyk	Estimated report back, 2018
4.	<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>	February 21, 2018	TBD	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<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 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>				
5.	<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</p>	February 21, 2018	TBD	C. Saunders	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	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,				
6.	<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 Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.	March 20, 2018	TBD	S. Stafford	
7.	<u>Community Gardens and the Mayor's New Year's Honour List Award for Accessibility</u> 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; 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.	April 4, 2018	2018	C. Saunders L. Livingstone	
8.	<u>4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> 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; 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	April 4, 2018	2018	B. Coxhead C. Saunders	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
9.	<p><u>Short Term Accomodations</u> 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:</p> <p>b) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee (CPSC) with respect to the potential administration of transient tax on short term rentals; and,</p> <p>c) the Civic Administration BE REQUESTED to report back to the CPSC with respect to an update on the status of short term rentals in London, in approximately one year;</p>	May 1, 2018	2018	G. Kotsifas O. Katolyk	
10.	<p><u>Vehicle for Hire By-law - One Year Review</u> That the following actions be taken with respect to a one-year review of the Vehicle for Hire By-law:</p> <p>a) 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;</p> <p>b) the Civic Administration BE DIRECTED to:</p> <p>i) consult with the vehicle for hire industry in an effort to draft amendments to the Vehicle For Hire By-law;</p> <p>ii) report back at a future meeting of the Community and Protective Services Committee (CPSC) with the results of the consultation; and,</p> <p>iii) investigate and report back to the CPSC with respect to ways that conversion costs for accessible vehicles may be mitigated;</p> <p>c) that the requests for delegation status from N. Abbasey, F. Bander and B. Howell BE REFERRED to the above-noted consultation with the Civic Administration; it being noted that a public participation meeting, with respect to this matter, will be held at a later date.</p>	May 1, 2018	TBD	G. Kotsifas O. Katolyk	
11.	<p><u>4th Report of the Accessibility Advisory Committee</u> That the following actions be taken with respect to the delegation of members of the Accessibility Advisory Committee:</p>	May 29, 2018	July, 2018	Mayor, ACCAC Members, Members of Council	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	a) the Mayor BE REQUESTED to organize an initial meeting with representatives from the Accessibility Advisory Committee (ACCAC) and members of council to discuss the concerns raised and develop recommendations and next steps; it being noted that the Mayor and representatives from ACCAC will report back to the Community and Protective Services Committee within 30 days;				
12.	<u>5th Report of the Animal Welfare Advisory Committee</u> That the following actions be taken with respect to the 5th Report of the Animal Welfare Advisory Committee, from its meeting held on May 3, 2018: b) the attached proposed amendments to the Animal Control By-law PH-3, drafted by the AWAC, BE REFERRED to the Managing Director, Development and Compliance Services for review and a report back to the Community and Protective Services Committee;	May 29, 2018	TBD	G. Kotsifas O. Katolyk	
13.	<u>Naloxone Kits at City-owned AED Machines</u> That the following actions be taken with respect to incorporation of Naloxone Kits at Automated External Defibrillator (AED) machine locations in the City of London: a) the delegation and attached presentation from T. Nault and R. Barnfield of the Schulich Political Advocacy Committee BE RECEIVED, with thanks, with respect to the above-noted matter; and, b) the Civic Administration BE DIRECTED to report back by the Fall of 2018, with a proposed implementation plan and associated costs related to: i) installation of two naloxone kits at every Automated External Defibrillator (AED) location in City-owned and operated facilities; ii) training of staff with respect to the naloxone kits; iii) placement of appropriate signage at the locations; iv) outreach with community partners for the provision of the collection of data related to the usage of the kits; and,	May 29, 2018	Fall 2018	M. Hayward S. Stafford A.L. Barbon S. Datars Bere	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>v) undertaking the necessary arrangements and the holding of public "town hall" meetings to inform and educate regarding the proposed initiative; it being noted that a communication from Councillor P. Squire was received, with respect to this matter.</p>				
14.	<p><u>Parks & Recreation By-law PR-2 Amendments – Feeding of Wildlife in Parks and Other Administrative Revisions</u> That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to the Parks and Recreation Area By-law PR-2: b) the attached communication from Councillor P. Hubert BE REFERRED to the Civic Administration for review and a report back to the appropriate standing committee on the matter;</p>	May 29, 2018	TBD	S. Stafford	

Animal Welfare Advisory Committee

Report

6th Meeting of the Animal Welfare Advisory Committee
June 7, 2018
Committee Room #4

Attendance PRESENT: W. Brown (Chair), A. Cheng, H. de Hoog , A.M. Evans, M. Gelinias, A. Hayes, P. Lystar, D. Simpson and M. Toplak and P. Shack (Secretary)

REGRETS: K. Ashe and M. Morris

ALSO PRESENT: H. Lysynski, J.P. McGonigle and R. Oke

The meeting was called to order at 5:03 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 Overview of the Parks and Recreation Master Plan

That it BE NOTED the Animal Welfare Animal Welfare Advisory Committee heard the attached presentation from JP McGonigle, Division Manager, Parks & Recreation, with respect to an update on Parks & Recreation Master Plan.

3. Consent

3.1 Municipal Council Resolution-4th Report of the Environmental and Ecological Planning Advisory Committee

That the Civic Administration BE REQUESTED to advise the Animal Welfare Advisory Committee of the recommendations being implemented relating to the Green Standards for Light Pollution and Bird Friendly Development; it being noted that the Municipal Council resolution adopted at its meeting held on April 10, 2018 with respect to the 4th Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on March 15, 2018, was received.

3.2 Municipal Council Resolution-4th Report of the Animal Welfare Advisory Committee

That it BE NOTED that the Municipal Council Resolution adopted at its meeting held on May 8, 2018, with respect to the 4th Report of the Animal Welfare Advisory Committee, was received.

4. Sub-Committees and Working Groups

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

5. Items for Discussion

5.1 Animal Welfare Advisory Committee Terms of Reference

That it BE NOTED that the Animal Welfare Advisory Committee Terms of Reference were referred to the Wildlife and Companion Animal Committee for review and to report back at a future meeting.

5.2 2018 Animal Welfare Advisory Committee Work Plan

That consideration of the 2018 Animal Welfare Advisory Committee Work Plan BE POSTPONED to the next meeting.

5.3 Pets in Hot Cars

That representatives from the Newmarket OSPCA and London Police Services Board BE INVITED to attend a future meeting of the Animal Welfare Advisory Committee (AWAC) to advise the AWAC of the following:

- a) whose responsibility it is to remove animals from hot cars; and,
- b) how to increase public awareness of which organization to contact.

5.4 Medway Valley Heritage Forest

That it BE NOTED that the Animal Welfare Advisory Committee held a general discussion with respect to Medway Valley Heritage Forest Environmentally Significant Area.

5.5 Summer Meeting Schedule

That it BE NOTED that the Animal Welfare Advisory Committee will meet on July 5, 2018 and August 2, 2018.

6. Deferred Matters/Additional Business

6.1 (ADDED) City of London Animal Services Webpage

That it BE NOTED that the Animal Welfare Advisory Committee reviewed and received the City of London Animal Services Webpage, as provided by R. Oke, Animal Control and Welfare Coordinator.

6.2 (ADDED) Ontario SPCA Webpage

That it BE NOTED that the Animal Welfare Advisory Committee reviewed and received the attached Ontario SPCA Webpage, as provided by R. Oke, Animal Control and Welfare Coordinator.

6.3 (ADDED) Cat Shelters

That it BE NOTED that the Animal Welfare Advisory Committee reviewed and received the attached Cat Shelter handout, as provided by R. Oke, Animal Control and Welfare Coordinator.

7. Adjournment

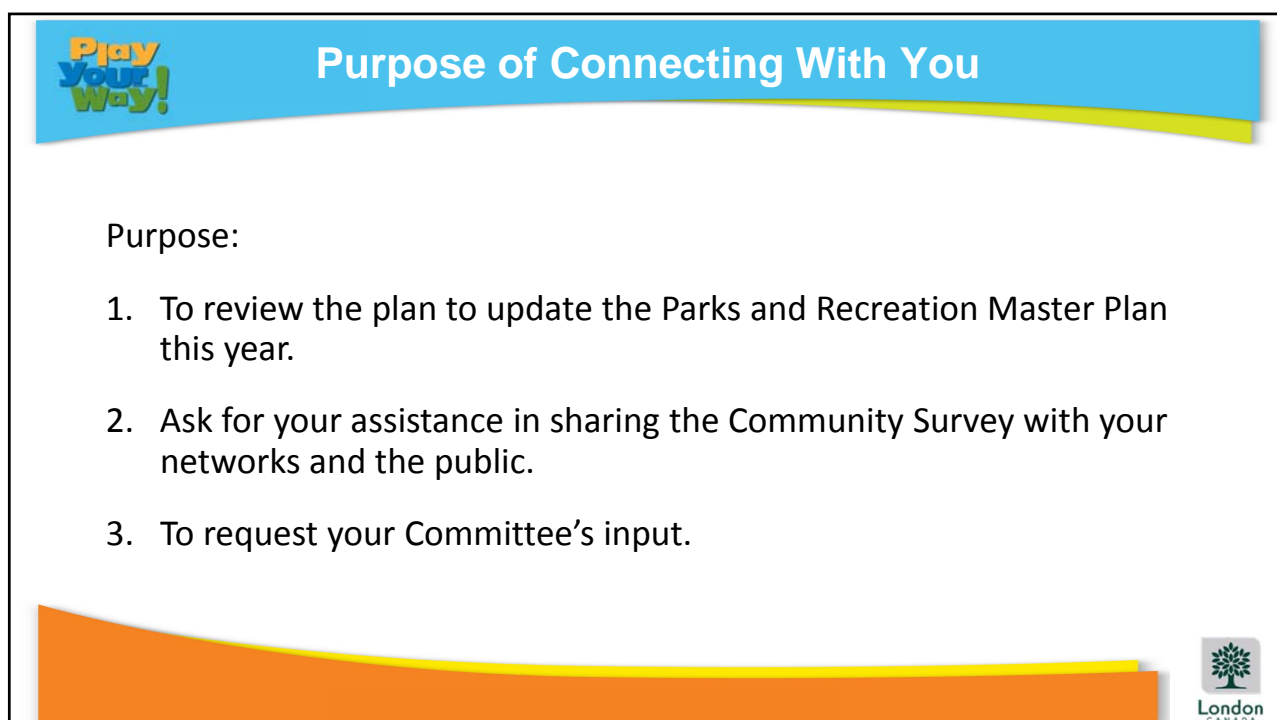
The meeting adjourned at 7:18 PM



Play Your Way! Parks & Recreation Master Plan Update

May / June 2018


Advisory Committees



Play Your Way! Purpose of Connecting With You

Purpose:

1. To review the plan to update the Parks and Recreation Master Plan this year.
2. Ask for your assistance in sharing the Community Survey with your networks and the public.
3. To request your Committee's input.



Play
Your
Way!

About the Master Plan

Creating a “Game Plan” for Parks, Recreation Programs, Sport Services and Facilities

- The Master Plan provides an overall vision and direction for making decisions. It is a high level/policy directive document.
- It is based on public input, participation trends and usage, best practices, demographic changes and growth forecasts.
- The Plan will be used by the City to guide investment in parks, recreation programs, sport services and facilities over the next ten years and beyond.





Play
Your
Way!

Master Plan Overview

- The City has retained **Monteith Brown Planning Consultants**, **Tucker-Reid & Associates** and **Swerhun Facilitation** to assist in preparing the Update.











Play Your Way!

Master Plan Building Blocks

1. Public and Stakeholder Input
2. Demographics and Growth
3. Trends and Usage Data
4. Existing Policies and Guidelines
5. Park, Program, and Facility Distribution
6. Facility Inventories and Asset Management Data







Play Your Way!

Project Scope

Items within Scope:

- 
• **Recreation Programming**, such as aquatic, sport, wellness, arts/crafts, dance/music, and general interest programs provided by the City and other sectors
- 
• **Recreation and Sport Facilities**, such as community centres, pools, sports fields, playgrounds and more
- 
• **Parks & Civic Spaces**, such as major parks, neighbourhood parks, gardens and civic squares
- 
• **Investment in the Community**, such as neighbourhood opportunities, public engagement, sport tourism and more






Project Scope

Items out of Scope:

- **Parkland Dedication Policies** (London Plan)
- **Cycling** (London Plan, Transportation and Cycling Master Plans)
- **Natural Heritage and Trails** (London Plan, Conservation Master Plans, ESA Master Plans)
- **Arts, Culture and Heritage** (Cultural Prosperity Plan and related reports)

Although these items are addressed in other studies, the Master Plan will ensure alignment





Guiding and Supporting Documents

The Master Plan is a Strategy that guides the provision and management of parks, recreation programs, sport services and facilities. It is influenced by several Overarching Plans and informs several Technical Reports.



Key Overarching Plans	➔	Key Strategies	➔	Key Technical Reports
The London Plan Council's Strategic Plan Accessibility Plan Sector-specific guiding documents, such as the Framework for Recreation in Canada, Parks for All, and others		Age Friendly London Action Plan Child and Youth Agenda Strengthening Neighbourhoods Strategy Transportation and Cycling Master Plans Cultural Prosperity Plan Community Diversity and Inclusion Strategy SHIFT: Rapid Transit Initiative Back to the River / One River Thames Valley Corridor Plan		Development Charges Background Study Conservation Master Plans for Environmentally Sensitive Areas Park-specific Master Plans Business Cases and Feasibility Studies Various By-laws, Policies and Procedures





Deliverables and Timing

- **Background Research** March to June 2018
- **Engagement** May to July 2018
 - Community Survey (Opens May 23rd)
 - Stakeholder Sessions/Focus Groups/Interviews
- **Draft Plan #1** Sept / Oct 2018
- **Draft Plan #2** Oct / Nov
- **Final Plan** presented to the new Council January 2019

Community Survey

Purpose


- To establish a broad picture of usage, satisfaction, priorities, demographics

Timing

- Will be available May 23 until mid-July, hosted through getinvolved.london.ca

How can you help?

- Share the link to the survey with your networks
- Let us know if you would like posters or postcards to distribute





Play Your Way!

COMMUNITY SURVEY

Parks and Recreation

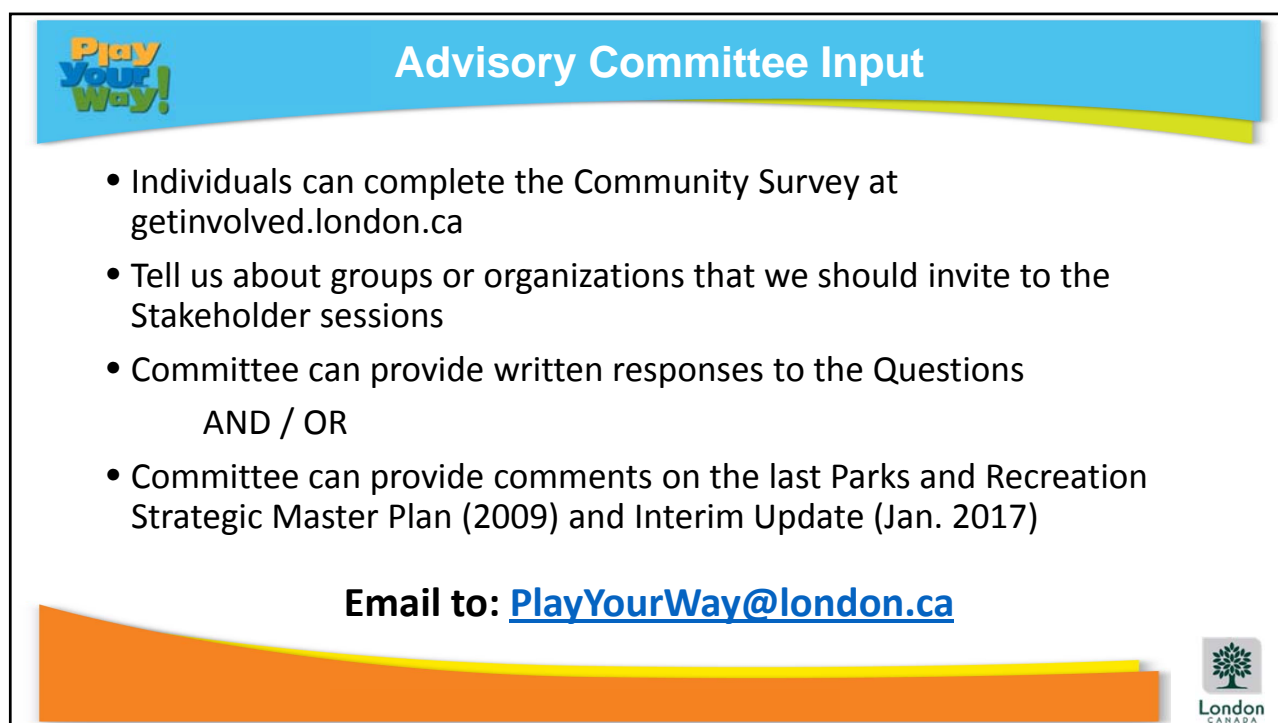
MASTER PLAN

Your input is important.
Tell us how you like to Play Your Way.
Complete the community survey:
getinvolved.london.ca

As London grows and changes, the recreation needs of residents also change. We want to ensure that the right parks, recreation and sport services, programs and facilities are in place to improve quality of life for all Londoners.

Help us plan for the next **10 years** and tell us what recreation, parks and sport services mean to you!

London CANADA



Play Your Way!

Advisory Committee Input


- Individuals can complete the Community Survey at getinvolved.london.ca
- Tell us about groups or organizations that we should invite to the Stakeholder sessions
- Committee can provide written responses to the Questions

AND / OR

- Committee can provide comments on the last Parks and Recreation Strategic Master Plan (2009) and Interim Update (Jan. 2017)

Email to: PlayYourWay@london.ca



London CANADA



Advisory Committee Input

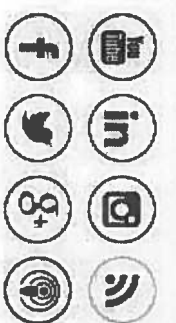
Guiding Questions

1. What are the most pressing **issues and priorities** for your Advisory Committee?
2. How can the City of London's parks, recreation and sport **services and facilities** continue to support the needs of your Committee? Please be specific.
3. How can your Committee, the City and others **work together** to meet future needs?
4. Are there any initiatives that are being contemplated, planned or are being implemented that could tie into these or other priorities for parks, recreation and sport services and facilities?



Parks & Recreation Master Plan Update

Thank you!



ABOUT US

WHAT WE DO

WAYS TO GIVE

VOLUNTEER

MEDIA CENTRE

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Search

Search

You are here: > Home > WHAT WE DO > Investigations > Report Animal Cruelty

Report Animal Cruelty

The Ontario SPCA investigators provide frontline protection for animals across Ontario by responding to nearly 16,000 animal cruelty complaints each year and rescuing injured, abandoned and abused animals.

Empowered by the Ontario SPCA Act, Inspectors and Agents relieve animal suffering and distress by issuing orders, removing animals and laying charges under the Criminal Code of Canada and the Ontario SPCA Act where circumstances warrant. Under the Act, Inspectors and Agents have the same authority as police officers when enforcing animal-cruelty laws.

The Ontario SPCA operates on a complaints basis. This means that you can help animals by being aware of at-risk animals in your community and by reporting cases of suspected animal cruelty to your nearest Ontario SPCA Community, police, Crime Stoppers or police.

Help the investigating officer by providing as many details as possible, including the type of cruelty witnessed, the date of the incident, where it took place, and who was involved. All information remains confidential.

Who to Call

Report suspected animal abuse

To Report suspected animal abuse call the Ontario SPCA at 310-SPCA(7722) 1-888-688-7722 ext. 327, or email cruelty@ospc.ca, or contact Crime Stoppers at 1-800-222-TIPS (8477), your local Ontario SPCA Animal Centre, Affiliated SPCA or Humane Society or police.



Ontario Farm Animal Care Helpline Services

Contact the Ontario Farm Animal Care Helpline to assist farmers who are unwilling or unable to maintain acceptable conditions for their farm animals (or if you are a farmer experiencing difficulties) and concerns will be relayed to the appropriate group. Phone: 519-837-1326.

Illegal Slaughter Hotline

If you have any information regarding meat-processing activities which you think may be illegal, please contact the Ontario Ministry of Agriculture and Food and Rural Affairs (OMAFRA) 1-888-466-2372, <http://www.omnra.gov.on.ca/>.

Wildlife

If you have any information regarding concerns for wildlife, please contact the Ministry of Natural Resources (MNR) 1-877-847-7667, <http://www.mnr.gov.on.ca/en/>.

Food Production and Humane Transport

The Canadian Food Inspection Agency plays an important role in providing protection for animals used in food production (CFIA). Contact at 1-800-442-2342, <http://www.inspection.gc.ca/english/mvce.shtml>

Public Health

Contact at 647-260-7100, <http://www.oshpp.ca/contact/index.html>

Dog Owners Liability Act (DOLA)

Contact your local municipality.

6.3

In January 2014, a campaign was launched by UC Davis Koret Shelter Medicine Program and the University of Florida Maddie's Shelter Medicine Program to save the lives of 1 million cats in North American shelters over 5 years.

More than 1000 shelters in North America embraced the challenge including the London Animal Care Centre. In line with London Animal Care Centre's (LACC's) efforts to promote and increase animal welfare in the City of London, LACC embraced this opportunity.

At the end of each year, shelters were required to submit their data to the challenge organizers so that the nation-wide progress of the program could be tracked. In just two years, the initiative saw over 500,000 cats saved from euthanasia. In fact, LACC was notified by the challenge organizers and was named as one of the 131 top performers in the challenge because the number of cats euthanized was reduced by over 50%. In May 2018 the London Animal Care Centre attended the Humane Society of the United States Animal Care Expo. A celebration was held to mark 1 million lives saved in only 4 years. The exact numbers are 1,148,129 cats according to challenge organizer, Dr. Julie Levy from UC Davis Koret Shelter Medicine Program.

Since the end of 2015, the London Animal Care Centre has consistently maintained an average live release rate over 90%, both for cats and dogs. This was achieved primarily through the establishment of transfer partnerships with rescue organizations, promotions and adoption campaigns.

The London Animal Care Centre expects their live release rate to remain strong. Last fall they implemented a shelter-neuter-return program (SNR), whereby healthy feral cats entering the shelter were spayed/neutered, vaccinated and eartipped prior to be returned to the location they were found at. Through this program, healthy non-adoptable cats are no longer at risk of euthanasia.

In July 2017, the City of London opened the Catty Shack, a 25 cage adoption centre located at the corner of Adelaide and Windermere. The adoption centre accepts the overflow of adoption ready cats from London Animal Care Centre, freeing up shelter space and resources for incoming animals.

The London Animal Care Centre provides animal control, dog licensing, cat identification, by-law enforcement and shelter services for lost and stray animals. They also pick up sick and injured wildlife, where they are medically assessed by a veterinarian and either humanely euthanized or transferred to wildlife rehabilitation centres depending on their condition.

For more information on the London Animal Care Centre, to see the list of animals available for adoption, and volunteer opportunities, please visit www.accpets.ca.

London Housing Advisory Committee

Report

The 6th Meeting of the London Housing Advisory Committee
June 13, 2018
Committee Room #4

Attendance PRESENT: J. Coley Phillips (Chair), A. Galloway, M. Inthavong,
K. Kaill, J. Malkin, D. Nemeth, B. Odegaard, J. Peaire, D.
Peckham, N. Reeves and P. Shack(Secretary)

ALSO PRESENT: J. Browne, H. Lysynski and D. Purdy

REGRETS: N. Calford and J. Stickling

The meeting was called to order at 12:15 PM

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that D. Nemeth, Member, disclosed a pecuniary interest in clause 5.1 of this Report having to do with closing crash beds and closing the Resource Centre Programs at Mission Services London, by indicating that his employer is Mission Services London.

2. Scheduled Items

2.1 Energy Efficiency Initiatives

That it BE NOTED the London Housing Advisory Committee heard a verbal presentation from S. MacDonald, Manager, Facilities Planning, Energy & Assets, with respect to Energy Efficiency initiatives.

2.2 Age Friendly London Housing Initiatives

That it BE NOTED the London Housing Advisory Committee heard the attached presentation from M. Dellamora, Specialist II, Municipal Policy, with respect to Age Friendly London Housing initiatives.

3. Consent

3.1 5th Report of the London Housing Advisory Committee

That it BE NOTED that the 5th Report of the London Housing Advisory Committee, was received.

4. Items for Discussion

4.1 Old East Village Dundas Street Corridor Secondary Plan

That K. Killen, Senior Planner, BE REQUESTED to attend a future London Housing Advisory Committee meeting to provide an updated with respect to the Old East Village Dundas Street Corridor Secondary Plan.

4.2 Growing Marijuana in Apartment Buildings

That it BE NOTED that the London Housing Advisory Committee reviewed and received a communication from J. Browne, London Middlesex Housing Corporation, entitled "Preparing for Marijuana Legalization" and requested that the matter be included on their next Agenda.

4.3 Homeless Coalition Update

That it Be NOTED that the London Housing Advisory Committee heard the attached presentation from D. Purdy, Manager, Housing Services, with respect to a Homeless Coalition update.

4.4 Ontario Renovates Home Repair

That it BE NOTED that the London Housing Advisory Committee was advised by D. Purdy, Manager, Housing Services, that a report relating to the Ontario Renovates Home Repair is included on the June 18, 2018 Community and Protective Services Committee Agenda.

4.5 GreenON Social Housing Program

That it BE NOTED that the London Housing Advisory Committee was advised by D. Purdy, Manager, Housing Services, that a report relating to the GreenON Social Housing Program is included on the June 18, 2018 Community and Protective Services Committee Agenda.

4.6 Portable Housing Benefit - Special Priority Policy (PHB-SPP) Program

That it BE NOTED that the London Housing Advisory Committee was advised by D. Purdy, Manager, Housing Services, that a report relating to the Portable Housing Benefit - Special Priority Policy (PHB-SPP) Program is included on the June 18, 2018 Community and Protective Services Committee Agenda.

4.7 Request for Proposal 18-05 - Social Housing Building Inventory - Building Condition Assessment and Reserve Fund Studies

That it BE NOTED that the London Housing Advisory Committee was advised by D. Purdy, Manager, Housing Services, that a report relating to the Request for Proposal 18-05 - Social Housing Building Inventory - Building Condition Assessment and Reserve Fund Studies is included on the June 18, 2018 Community and Protective Services Committee Agenda.

4.8 Summer Meeting Schedule

That it BE NOTED that the London Housing Advisory Committee will meet over the summer on July 11, 2018, and resume on September 12, 2018.

5. Deferred Matters/Additional Business

5.1 (ADDED) Mission Services Crash Beds & Resource Center Closing

That it BE NOTED that the London Housing Advisory Committee heard a general discussion with respect to Mission Services London closing crash beds and its Resource Center for five weeks, beginning July 1, 2018, due to lack of funding.

5.2 (ADDED) LHAC Terms of Reference

That it BE NOTED that the London Housing Advisory Committee asked its Committee Secretary to include their Terms of Reference on their next Agenda for review.

6. Adjournment

The meeting adjourned at 2:00 PM

Action Plan

2017 – 2020





*Funding for this project
was provided by the
Government of Ontario.*

Acknowledgements

This Age Friendly London Action Plan 2017 – 2020 represents the combined vision of older adult community members, service providers, organizations, working group chairs, City champions, and members. Their ideas, solutions, and contributions made the development of this plan possible, and will guide our work together to improve age friendliness in London.

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Letter From The Co-Chairs

In June 2016, the Age Friendly London Network celebrated the completion of our first community Action Plan. We learned a lot in our first three years and we are very proud of our accomplishments. We are also excited to see the Network creating opportunities for community collaboration and engagement.

The Network completed a comprehensive Impact Assessment on the work of our first Action Plan in October 2016. It was demonstrated that progress has been made in all areas and we also confirmed that there is more work to be done. Through the Impact Assessment and in the development of our new Action Plan, we asked Londoners what was working well and what changes they would like to see to make our city even more age friendly. The feedback we received was insightful, diverse, and reflected many different perspectives from older adults, caregivers, service providers, and others.

In our new Action Plan, you will see common themes running through the eight focus areas. The new Action Plan has an enhanced focus on engaging older adults from diverse backgrounds, improving communication and information-sharing, and making evidence-informed decisions. This Action Plan will push us forward as a community to strengthen the Network, support organizations working together, and engage and empower all older adults to participate in their neighbourhoods and age well.

Recent census data has shown that for the first time in Canadian history, the number of older adults age 65 and older is greater than the number of children under 15. This is an important turning point in our society and it demands a change in how we think about aging and older adults. The Age Friendly London Network is preparing for these changes and will continue to work at being a diverse, vibrant, caring, and healthy community, which empowers all individuals to age well and have opportunities to achieve their full potential.

Sincerely,

The Co-Chairs of the Age Friendly London Network

*Joyce Castanza
Margery Sherritt
Bonnie Quesnel
Marion LaBelle
Katrine Barton Coward*

*Beverly Farrell
Kandi – Rae Brown
Dharshi Lacey
Karen Hernandez McPhail
Vicki Mayer*

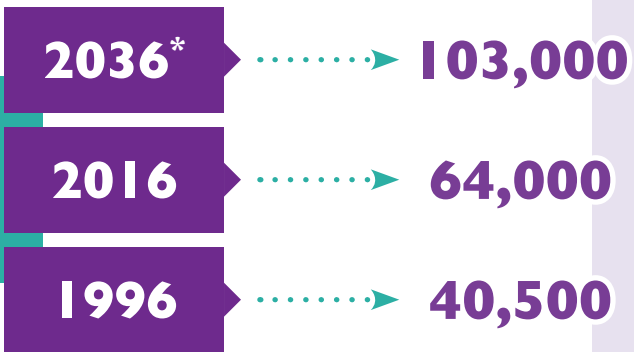
*Bill Pigram
Jean Knight
Catherine DuVal
Patrick Fleming
Sue Barnes*



Summary

Number of older adults, 65+ in London, Ontario

*Projection



Age Friendly London Network

245 
Network Members

8 
Working Groups

141 
Working Group Members

37 
Organizations

The Development Of The Action Plan

500 community members provided feedback through the Impact Assessment

200+ community members were involved in building the Action Plan, including:

60 immigrant and newcomer older adults contributed to the development of the Action Plan through focus groups





Introduction

About Age Friendly Communities

An age friendly city is a place that encourages active aging by optimizing opportunities for health, participation, and security in order to enhance quality of life as people age. It is a place that works to improve the livelihood of people of all ages (World Health Organization, 2005).

The World Health Organization (WHO) developed the concept of an age friendly city. In 2005, the WHO established the Age Friendly Cities Project, a partnership between 35 cities around the world aimed to make communities better, healthier, and safer places for older adults to live and thrive. An age friendly community is one where policies, services, and structures related to the physical and social environments are designed to support and enable older people to live in a secure environment, enjoy good health, and continue to participate fully in their communities.

To date, hundreds of cities around the world, including the City of London, have focused on making their communities more age friendly.

About The Age Friendly London Network

In 2010, London became the first city in Canada to join the World Health Organization Global Network of Age Friendly Cities. Membership in the Network represents a city's commitment to improving its age friendliness and to engaging older adults in the process. Age Friendly London was also identified as a strategy in the City of London Strategic Plan 2015-2019 within the "strengthening our community" area of focus.

The Age Friendly London Network (the Network) is a community-based network with the vision of a *diverse, vibrant, caring, and healthy community, which empowers all individuals to age well and have opportunities to achieve their full potential.*

The Network membership is comprised of older adults, representatives from senior-serving organizations, and others who are interested in making London a more age friendly city. There are eight working groups, one for each of the eight focus areas of age friendliness. The City of London provides the backbone support to the Network although the community is the leader of change. The overall governing body responsible for implementation is the Network. The eight focus areas represent aspects of the physical and social environments that impact people's ability to age actively, maintain independence, and improve quality of life. For more information about the Network, please visit www.london.ca/agefriendly.

The Action Planning Process

To create the Age Friendly London Action Plan 2017 – 2020, the Age Friendly London Network facilitated multiple stages of community engagement and focused planning. The action planning process incorporated the following stages:

Stage #1

Community Conversation

- March 22, 2017
- Participants shared ideas, improvements, and solutions about each of the eight focus areas.

Stage #2

Action Planning Sessions

- March 27 & 28, 2017 and April 12 & 13, 2017
- Working group members participated in two separate working group sessions for each focus area.
- The 2016 Impact Assessment, input from the community consultation, and plans from City of London initiatives and other community plans were used to formulate the new Action Plan.
- Specific strategies and actions were developed for each focus area.

Stage #3

Community Validation

- April 26, 2017 to May 5, 2017
- Community members provided feedback on the Action Plan.
- Network staff intentionally and strategically connected with underrepresented and isolated older adults and seniors' groups.
- Working group members had the opportunity to provide feedback.
- Revisions were made to the strategies and actions based on input from the community.

Stage #4

Action Plan Finalization And Endorsement

- May 30, 2017
- The Action Plan was taken to the Network for endorsement.
- The membership endorsed the Age Friendly London Action Plan 2017 – 2020.

Network Strategies

The Age Friendly London Action Plan 2017 – 2020 includes five core network strategies.

- **Strengthen The Age Friendly London Network**
- **Engage And Empower ALL Older Adults**
- **Work Together To Improve Age Friendliness**
- **Use Research To Create Impact**
- **Capture Emergent Opportunities**

Most of the strategies developed through the action planning process aligned with a specific focus area of age friendliness, however, a number of ideas emerged that apply to the Network overall. These strategies reflect the principles that will strengthen and guide our work over the next three years.

Strengthen The Age Friendly London Network

Continuing our work to strengthen the Network is key to the implementation of the Action Plan. This will happen by sharing our plan, communicating our work, growing the Network, working to make sure it reflects the diversity of our community, and making it the place in London for community discussions with older adults. The following actions will assist us in strengthening our presence:

- 1 Share the Age Friendly London Action Plan 2017 – 2020 with the community.
- 2 Increase meaningful participation of older adults from diverse communities in the Network and working groups.
- 3 Engage every senior-serving organization in London to become a member of the Network and participate in a meaningful way to strengthen the quality of life of older adults.
- 4 Improve communication and sharing of information among working groups and within the Network overall.



Engage And Empower ALL Older Adults

Engaging and empowering older adults to be leaders in the community is key to the implementation of many of the strategies in this Action Plan. The Network actions to achieve this are:

1

Outreach to diverse and underrepresented older adults (newcomers and immigrants, visible minorities, indigenous, LGBTQ, persons living with low income, and persons with disabilities) to remove barriers and support their participation.

2

Encourage and empower older adults to connect and become leaders in the community and their neighbourhoods.

3

Engage older adults in local decision making and other community building activities.



Work Together To Improve Age Friendliness

This strategy is about changing the way organizations and agencies work to support older adults. Improvements can be realized both within organizations and the way organizations work together. Supporting organizations to make change will be key to implementing the Action Plan and will include the following actions:

1

Establish a commitment from member agencies and organizations to improve age friendliness both within their organizations and in the work they do.

2

Develop and apply an age friendly lens to the work of the Network, with special emphasis on how our work impacts diverse groups.

3

Encourage organizations, businesses, and government agencies to apply an age friendly lens to the work they do every day.

4

Report annually on the work being accomplished by community organizations and agencies to demonstrate how they are implementing age friendly strategies.



Use Research To Create Impact

Using best practices and research to inform the implementation of our plan will ensure we are making the best decisions as we move towards making our community more age friendly. We are committed to tracking our successes and challenges and regularly reporting on our impact. The Network will deliver on the following actions:

1 Use the best available research and data to make evidence-informed decisions about implementing strategies and actions.

2 Track outcomes and indicators to measure our progress.

3 Be accountable and report on the work of the Network on a yearly basis.



Capture Emergent Opportunities

It is important that the Network is able to react to opportunities that may emerge that were not anticipated when this Action Plan was developed. Capturing emergent opportunities can occur at any time throughout the three years of the Action Plan and will include the following actions:

1 Make collective decisions about the inclusion of additional strategies as new opportunities arise throughout the course of the Action Plan.

2 Account for new actions in an annual report.

3 Encourage discussions with the Network and its working groups for any emerging issues that impact older adults.



Eight Focus Areas

The World Health Organization defined these eight focus areas as being key elements of an age friendly city. The Age Friendly London Network has adopted these eight focus areas in addition to the overall Network Strategies.

- **Outdoor Spaces & Buildings**
- **Transportation**
- **Housing**
- **Social Participation**
- **Respect & Social Inclusion**
- **Employment & Volunteerism***
- **Communication & Information**
- **Community Support & Health Services**

Each focus area in this Action Plan includes a brief description of the domain of age friendliness, as defined by the World Health Organization, as well as specific working group strategies and corresponding actions.

The strategies are objectives that each focus area working group will work towards for the next three years. The actions are specific steps the groups will complete to achieve these strategies. While some actions are exclusive to one focus area, other actions provide the opportunity for collaboration across groups. The specific activities for each action will be detailed further through implementation plans developed by each focus area working group.

**Formerly Civic Participation & Employment (as named by the World Health Organization). The focus area was renamed by the Network to capture the new emphasis on employment and volunteerism. Strategies related to civic participation are now incorporated in the Network Strategies and opportunities for civic engagement will be identified moving forward in all eight of the focus areas.*



#1 Service
 using my postal
 No one has asked
 suitable mail box
 a one for table
 very other way
 delivery
 at my door mail

Outdoor Spaces & Buildings

The outside environment and public buildings have a major impact on the mobility, independence, and quality of life of older adults, and affect their ability to age in place. Physical accessibility of many outdoor spaces and buildings has improved and will continue to advance as the Accessibility for Ontarians with Disabilities Act standards are put into place.

Strategies

- 1 Influence neighbourhood design to support aging in place.
- 2 Increase the age friendliness of parks, pathways, and trails.

Actions

- A Engage the City of London to determine how to promote consideration of age friendly design in new developments.
 - B Promote the benefits of aging in place, including the benefits of compact, infill development, and multiple housing types within neighbourhoods.
 - C Create tools for builders, planners, and designers to educate them about the design needs of older adults that support aging in place.
 - D Support older adults to lead and participate in local neighbourhood safety audits.
-
- A Review the Age Friendly Parks Checklist using a safety lens, and use it to identify, prioritize, and advocate for future upgrades of parks.
 - B Promote specific parks as age friendly and celebrate them.
 - C Develop signage in parks to highlight amenities, accessibility, and how to be a courteous pathway user to help older adults become more active.

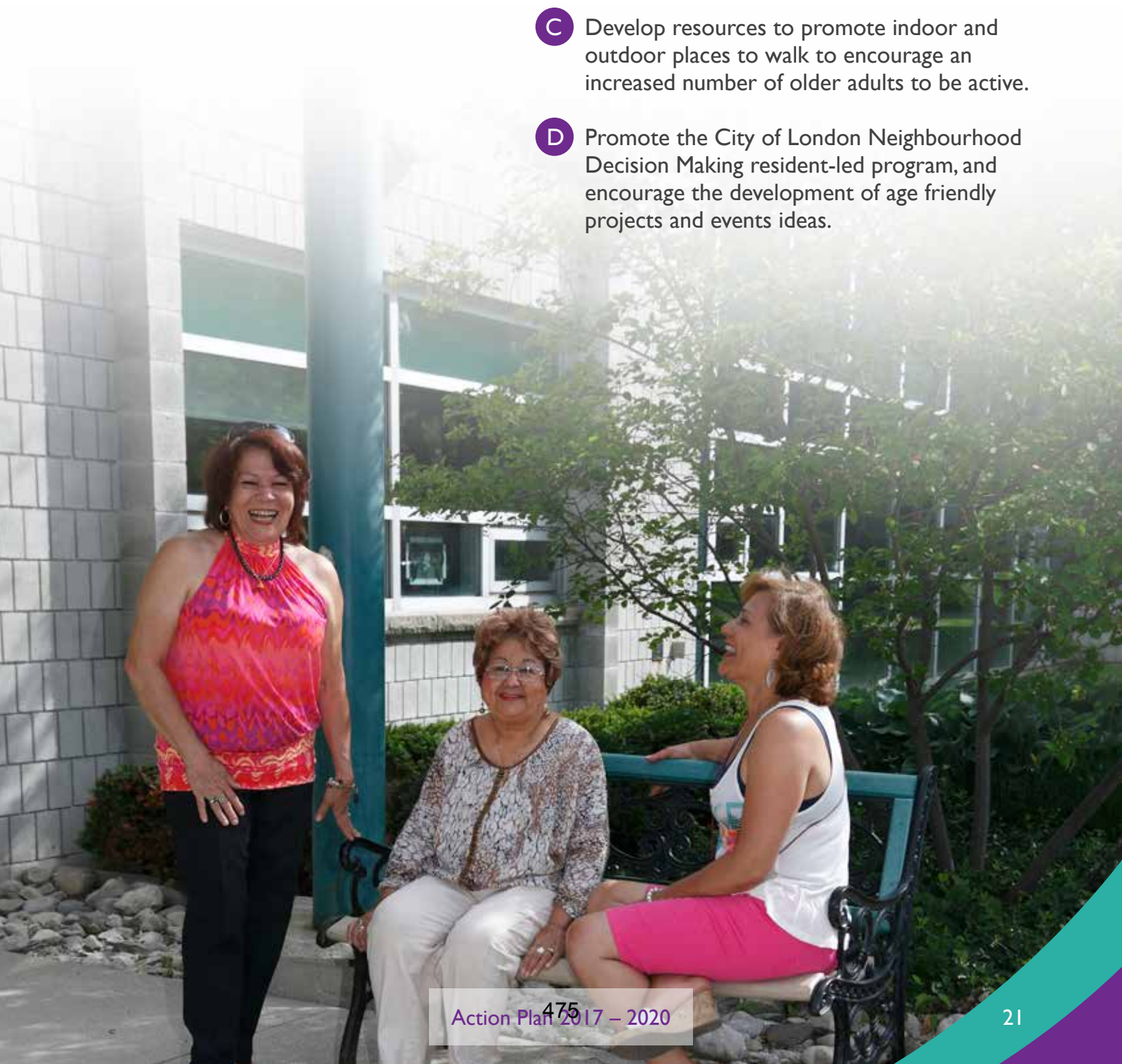
3 Promote existing age friendly programs and amenities.

A Advertise and promote age friendly amenities of neighbourhood gathering places such as community centres, libraries, and parks.

B Promote existing programs such as Clean & Green, Adopt-A-Park, TreeME Fund, and Community Gardens to engage older adults in their neighbourhoods.

C Develop resources to promote indoor and outdoor places to walk to encourage an increased number of older adults to be active.

D Promote the City of London Neighbourhood Decision Making resident-led program, and encourage the development of age friendly projects and events ideas.



Transportation

Transportation is a key factor influencing active aging. Transportation allows people to not only access amenities of daily life, but also to participate in activities, connect with family and friends, and contribute to their communities.

Strategies

- 1 Engage older adults in the planning and development of transportation initiatives.
- 2 Improve the accessibility of city roads and sidewalks.

Actions

- A Advocate for the London Transit Commission to better accommodate older adults' destinations in route planning.
 - B Create opportunities for older adults to participate in decision-making regarding transportation.
-
- A Advocate for larger street name signs to ensure they are visible and easily read by older adults.
 - B Improve street crossing locations and times where there is demand from older adult pedestrians.
 - C Advocate for increased efforts to make sure sidewalks are well connected, safe, well maintained, and accessible to encourage walking.
 - D Advocate for improved snow and ice removal, noting the need for timely snow clearing in areas where older adults live and the places they visit.

3 Increase engagement of older adults within neighbourhoods to develop and promote active transportation initiatives.


- A Implement a "walk your city" signage initiative to encourage active transportation.
- B Create a neighbourhood walking audit for older adults.
- C Develop a guide to age friendly outdoor recreational trails in London.
- D Pilot a cycling workshop for older adults.

4 Improve accessibility of public transit.

- A Develop a tool for neighbourhood groups and residents to conduct audits of bus stops to ensure shelter and benches are available in safe and accessible locations.
- B Advocate for more bus stops closer to locations where older adults live and to places where older adults visit and gather to improve social participation and access to necessities of daily life.
- C Review transit travel information systems by improving and adding on-board visual aids and audio notifications and by enhancing displays at bus stops.

5 Improve transportation options for older adults across the city.

- A Research affordable transportation options to ensure older adults are able to travel to destinations across the city.
- B Advocate for a review of para-transit to increase the availability and reliability of options.
- C Increase the capacity of volunteer transportation organizations.



6 Enhance access to transportation information.

A Review supports and programs available for older adults transitioning from being drivers to non-drivers.

B Share information with family, friends, and healthcare providers to learn how and when to intervene when someone may no longer be a safe driver.

C Promote existing age friendly transportation resources and make them available in multiple languages.

D Host workshops and training sessions to assist older adults who would benefit from using transit services.

E Provide customer service information in multiple languages to ensure all older adults can access information.

Housing

Housing is essential to health and quality of life. Where we live is more than just a roof – it’s a home, a place that is familiar and loved. Most older adults want to live in the residence of their choice, usually an existing home or within an existing neighbourhood, for as long as they are able, as they age. This is called “aging in place” and includes being able to access services or other supports as their needs change over time.

Strategies

- 1 Raise awareness of housing options available for older adults.
- 2 Support and empower older adults to age in place with dignity.

Actions

- A Promote the Seniors Housing Directory and Housing Options Guide to the broader community.
 - B Provide information to community groups about available housing options so they can support older adults.
 - C Identify and share updated information on housing services, specialized housing, home modification, social housing, and economic supports.
-
- A Advocate for affordable and accessible housing options to allow individuals to stay in their neighbourhoods as they age.
 - B Research innovative home sharing initiatives such as intergenerational housing, flex housing, and co-housing to advocate for increased options for the community.
 - C Provide information on home adaptation and modification resources, including funding, how to choose a contractor, and Canadian Mortgage and Housing Corporation resources.

3 Educate housing providers about the need for increased appropriate housing stock for older adults.

- A Research and identify the gaps between appropriate housing stock and the demand. Map the areas of highest demand.
- B Develop a communication plan targeting housing providers to bring a greater awareness to the need for increased levels and types of housing stock for older adults.
- C Advocate to all levels of government for increased and greater variety of housing stock for older adults.
- D Collaborate with local developers to educate and explore options to meet the housing needs of the aging population.



Social Participation

Participating in recreation, leisure, social, cultural, and spiritual activities in the community, as well as with family, allows older adults to enjoy respect and esteem, and maintain and establish supportive relationships.

Strategies

- 1 Build strong partnerships among organizations to enhance social opportunities.
- 2 Reduce barriers to participation in recreation and social opportunities for older adults.

Actions

- A Work with service providers to improve access to program information on physical accessibility, audio and visual aids, and transportation options.
 - B Improve databases of information that include recreation and social opportunities for older adults and explore ways to improve access to this information.
 - C Create opportunities where organizations and neighbourhood associations can network and share information to enhance neighbourhood-based social participation.
-
- A Expand opportunities for the lending of assistive devices to support older adults with disabilities to participate in recreation and informal social gatherings.
 - B Promote inclusive and accessible “social space” for people to gather informally in community centres and other gathering places.
 - C Research the implementation of an “age friendly buddy” program to engage marginalized and isolated older adults and reduce barriers to their participation.
 - D Explore why older adults are not attending or are dropping out of programs and support service providers to follow up with people who drop out and provide the needed resources and support.

3 Promote the benefits of older adults participating in meaningful activities.

A Plan and support community events that promote participation (e.g. REXPO, Leisure Fairs, Age Friendly Conference).

B Create a video series to promote recreation and leisure to older adults.

C Create a virtual tour of recreation facilities and programs to promote local programming.



3 Empower older adults to have a voice in their own advocacy.

A Conduct an environmental scan of current advocacy groups for older adults.

B Build partnerships with advocacy groups to promote a common agenda and mutually reinforcing activities.

C Encourage older adults to participate as decision makers within the healthcare field.

D Collaborate to raise awareness of elder abuse.



Employment & Volunteerism

Older adults do not stop contributing to their communities upon retirement. Many continue to provide paid, unpaid, and voluntary work. An age friendly community offers opportunities for older adults to continue to contribute to their communities through paid employment and volunteerism.

Strategies

- 1 Improve access to information about employment opportunities for older job seekers.
- 2 Increase meaningful volunteer opportunities for older adults.
- 3 Increase skill building opportunities for older adults.

Actions

- A Promote Experience Works 2 to agencies, employers, and older adult job seekers.
 - B Collaborate with existing employment service networks to improve access to information about employment opportunities.
 - C Provide older adults with information related to entrepreneurship and self-employment.
 - D Investigate new and innovative methods to reach older adults who want to work, and connect them with employment supports.
-
- A Assist organizations through training, resources, and tools to provide clear, accessible, and meaningful volunteer opportunities.
 - B Assist employers, unions, and retiree groups to promote volunteer opportunities to retiring workers.
-
- A Develop and promote skills training programs and opportunities.
 - B Provide assistance with résumé writing, completing application forms, and interview skills.
 - C Improve access to technology training and computer classes.

Communication & Information

Staying connected to people, activities and events, and the ability to access information, is vital for active aging. The rapid evolution of information and communication technologies means there are more and more ways to stay connected, but requires access for older adults to new technology.

Strategies

1 Communicate and promote the work and accomplishments of the Network.

2 Promote resources and tools that support our community to better serve older adults.

Actions

A Define core age friendly messages for Network promotion and recruitment.

B Create and implement a communication plan and marketing strategy to raise awareness of the Network and our Action Plan within the community, including businesses and service agencies.

C Create a toolkit to support working groups to share their messages and resources and best reach target groups.

A Promote and distribute the Age Friendly Business Resource Guide.

B Research the implementation of an "age friendly connector" program to connect older adults with information and services.

C Build an inventory of neighbourhood organizations, gathering places, and community hubs where information can be effectively distributed.

D Continue to promote and share information about age friendly resources and supports through 211 and InformationLondon.ca.

Community Support & Health Services

Health and support services are essential to maintaining vitality and independence for older adults. This includes a wide network of services, including hospitals, healthcare providers, caregivers, family supports, home care, and community organizations.

Strategies

- **I** Reduce barriers that older adults experience with finding and using healthcare services and community supports.

Actions

- A** Engage with health planning organizations to better understand where the Network can have influence.
- B** Advocate for and promote multi-cultural and multi-lingual healthcare and social services for older adults.
- C** Support information sharing and collaboration to strengthen the referral process between community support agencies and health services.
- D** Recommend further age friendly improvements to information resources for health services and community supports to make them more user-friendly.
- E** Investigate programs that provide “check-ins” and emotional or social support in non-crisis situations.



- 2 Improve awareness of existing programs and services that support healthy aging.

- A Partner with educational institutions to share information with future healthcare workers on healthy aging programs and supports that are available in the community.
- B Engage private home care and other community support agencies to help with the promotion of community supports.
- C Ensure older adult volunteers are provided with the support and training to mentor their peers in health promotion.

- 3 Improve awareness and availability of services and supports for caregivers.

- A Identify existing organizations and resources available to support caregivers and identify gaps.
- B Create and implement an advocacy strategy to improve supports for caregivers.
- C Work with the Caregiver Exchange to improve awareness of available supports.
- D Explore ways to improve relief, respite, and support for informal and family caregivers.



Next Steps

The Age Friendly London Action Plan 2017 – 2020 will guide the work of the Network, the City of London, and senior-serving organizations in our collective efforts to increase age friendliness in London.

It is an exciting time to be an age friendly community. As our population continues to grow older, we are thankful for the commitment of individuals and organizations who serve and support older adults and are working collaboratively to improve age friendliness in London.

The Network is committed to deepening our impact and building on the work that has been accomplished in the past three years. Through our strategies and actions, as well as the over-arching network strategies, we will seek to make a difference in the lives of older adults in London and create change that will last well into the future.

We are encouraged to see renewed energy and focus around this new Action Plan with an emphasis on increasing meaningful participation of older adults from diverse communities in our city. As we move forward, how we work together to strengthen the Network and engage all older adults will be just as important as what work we complete.

Increasing Network membership, improving communication, and applying an age friendly lens will be essential to our work across the eight focus areas.

The eight working groups of the Network are responsible for carrying out this Action Plan. To ensure effective implementation, each working group will develop an implementation plan that identifies specific tasks, timelines, leads, and partners for each of the actions. Working groups have made a commitment to meet regularly to review progress. Results will be shared through annual reports to the community.

The Action Plan moves us closer to our vision of a *diverse, vibrant, caring, and healthy community, which empowers all individuals to age well and have opportunities to achieve their full potential.* The successful implementation of the Action Plan requires the energy, skills, and talents of many Londoners. We encourage you to join us and be part of the exciting future of the Age Friendly London Network.



Action Plan

2017 – 2020

Considering Housing Models for London's Aging Population

A Report Prepared for the Housing Working Group of the
Age Friendly London Network



Housing in Older Adulthood

In Canada, the population is aging. Currently, the population of individuals who are aged 65 and older is greater than those who are aged 0 to 14 (Statistics Canada, 2014a). The changing demographics of Canada will have an impact on many aspects related to housing, such as what people desire and what they require (CMHC, 2008). Specifically, a trend towards wanting to age in one's home or community, or "age in place", will call for changes that facilitate housing and supports that adapt to changing needs individuals age (CMHC, 2008). Data from the most recent census indicates that a minority of older adults (7.9%) live in contexts, such as senior citizens residences or health care facilities, compared to the majority who live in private homes (92.1%) (Statistics Canada, 2011). Although there are many who wish to remain at home, it may not be feasible or the selected pathway for all aging individuals. Despite the above statistics, trends show that as people get older, the proportion who live in care facilities increases, while the proportion who live in single family homes decreases (Statistics Canada, 2011). As CMHC (2008) emphasized,

Given the diverse needs and preferences of the aging population, there will be a need to provide a full continuum of housing choices – in terms of location, forms of housing, types of tenure, living arrangements and range of services – which can enable older people to continue to live independently and participate in the community for as long as possible (p. 3).

Addressing housing needs in an inclusive manner is of the utmost importance, given that it is "...one of the most fundamental human needs" (Ministry of Municipal Affairs and Housing [MAH], 2011a, p. 2) and can be considered integral to health (Mikkonen & Raphael, 2010; Ontario Associations of Community Care Access Centres, 2013).

The government's role in fulfilling conditions that support health makes housing an issue to be addressed through public policy (Mikkonen & Raphael, 2010). A recommendation from a document that explored supportive housing in Ontario reinforces that you cannot put preference on one option over another, rather you need a range of options (Jones, 2007).

In Ontario, there is a spectrum of housing that encompasses non-market and market options. The range of non-market housing includes homelessness, emergency

shelters, transitional housing, supportive housing, social housing, and subsidized rental, while market housing includes private market rental and home ownership



(MAH, 2011a).

Figure 1 Ontario's Housing Continuum. Reprinted from Ministry of Municipal Affairs (2011a). Municipal tools for affordable housing. Toronto: ON: Ministry of Municipal Affairs. Permission for use will be sought.

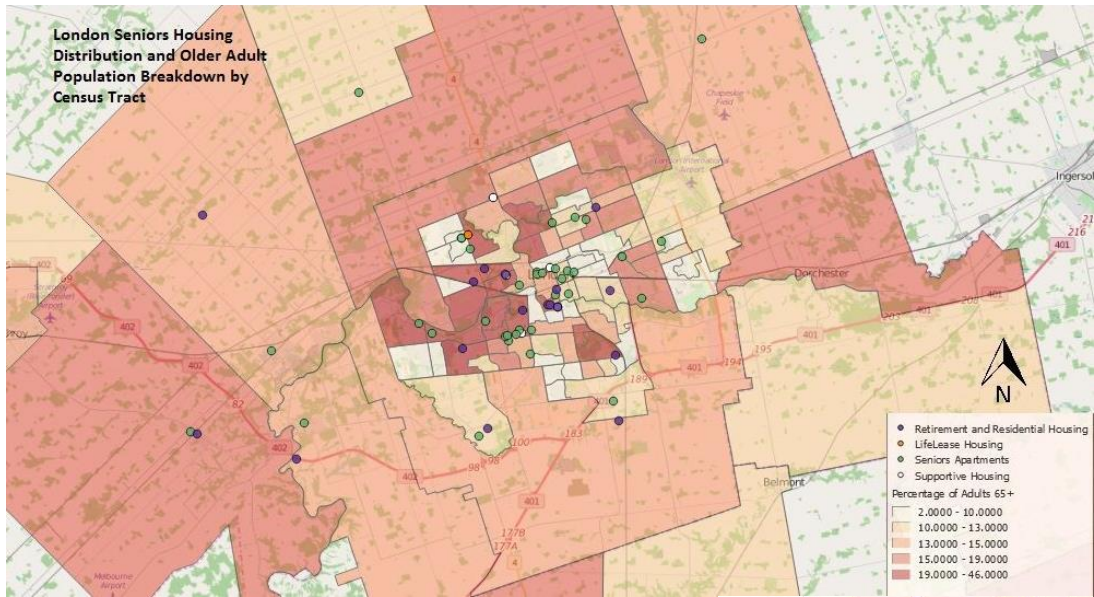
Creating a range of affordable options is an essential component of accommodating the financial needs of all individuals. A lack of affordable and secure options, for example, can lead to negative health impacts for individuals who live in these environments (Mikkonen & Raphael, 2010). Ensuring access to affordable housing may be particularly salient for older individuals who live alone, because 28.5% of these individuals fall into a low income range, opposed to 6.2% in households with families of two or more people (Statistics Canada, 2014b). Addressing affordable housing, however, is advantageous at a community level, not only for individuals who occupy lower/moderate income levels, but the community as a whole (MAH, 2011a).

Older Adults in London

London is also a city that is aging. Earlier projections indicated that by this year, there would be a smaller proportion of individuals under age 15 than those 65 and older (City of London, 2014). Between 2011 and 2036, projections show that London's older adult population will increase by 7.8% (14.7 to 22.5%) (Age Friendly London, 2015). In London, older adults are distributed across several neighbourhoods throughout the city. Within London, there are 42 different neighbourhoods, which are grouped into Central London/Downtown, North East, North West, South East, and South West London. The proportion of the population who are over 65 differs in each neighbourhood; it is 9-14 % in Central/Downtown neighbourhoods, 10-21% in North neighbourhoods, 7-26% in North West neighbourhoods, 5-18% in South East, and <1%-48% in South West

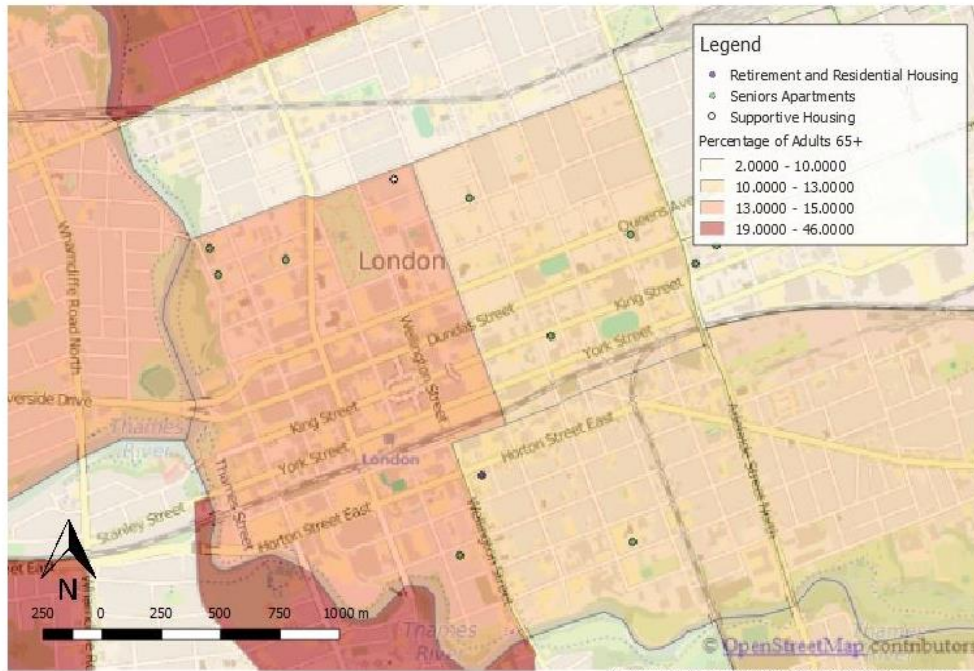
neighbourhoods (City of London, 2013). More households led by older adults in London are owned (69.1%), while a smaller proportion are rented (30.9%) (Age Friendly London, 2015).

London



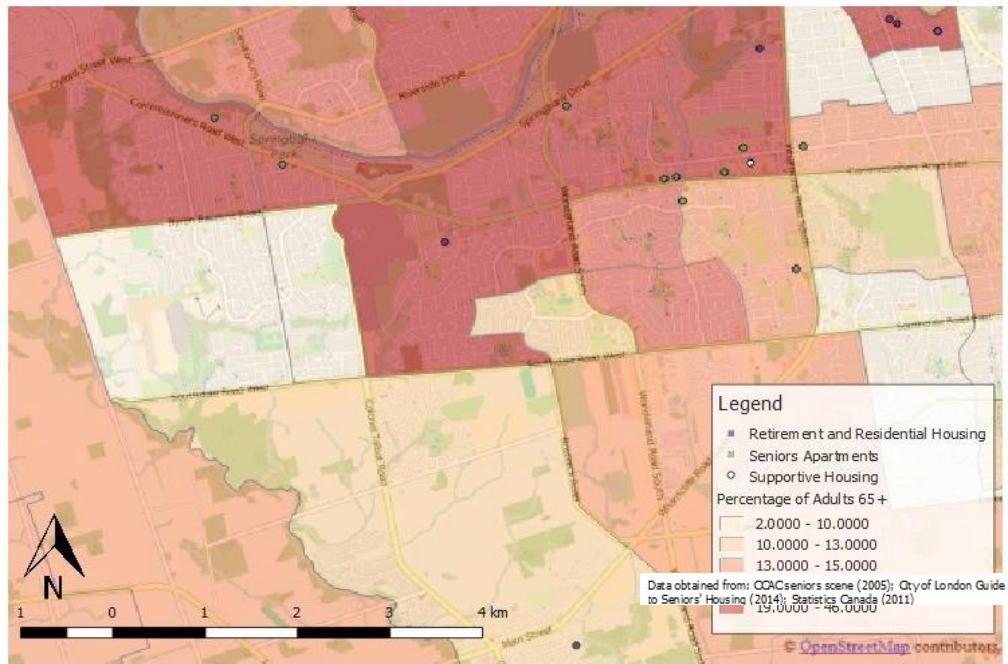
Data obtained from: CCACseniors scene (2005); City of London Guide to Seniors' Housing (2014); Statistics Canada (2011)

Central London

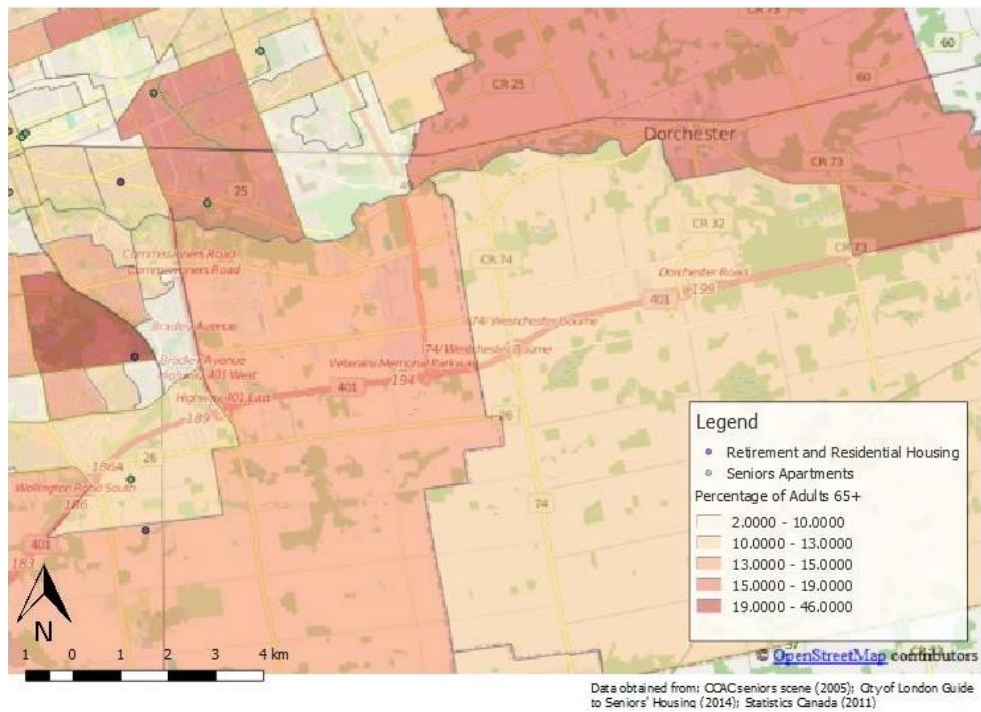


Data Obtained from: CCACSeniors Scene (2005); City of London Guide to Seniors' Housing (2014); Statistics Canada (2011)

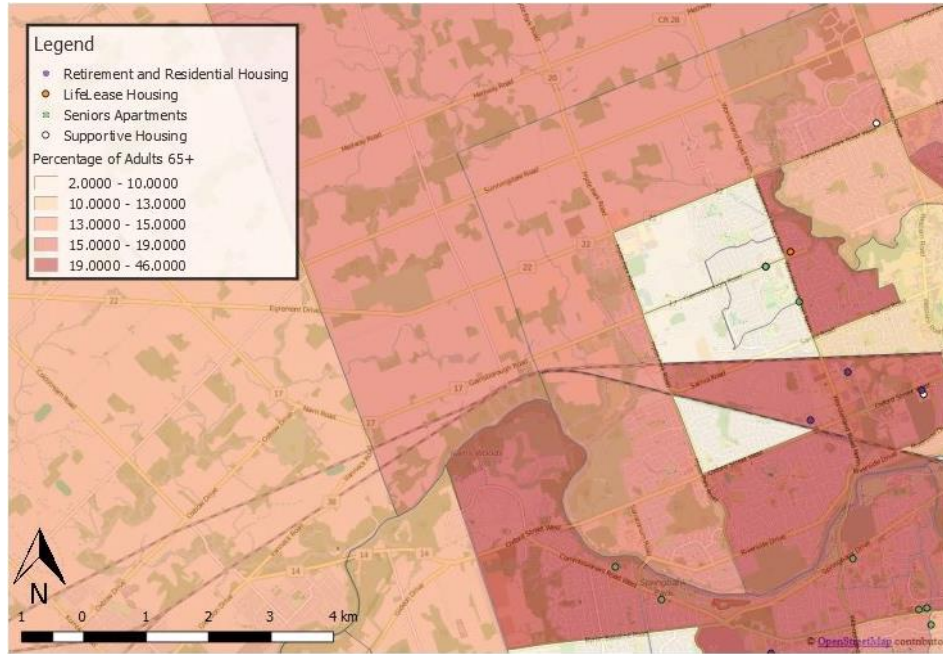
Southwest London



Southeast London

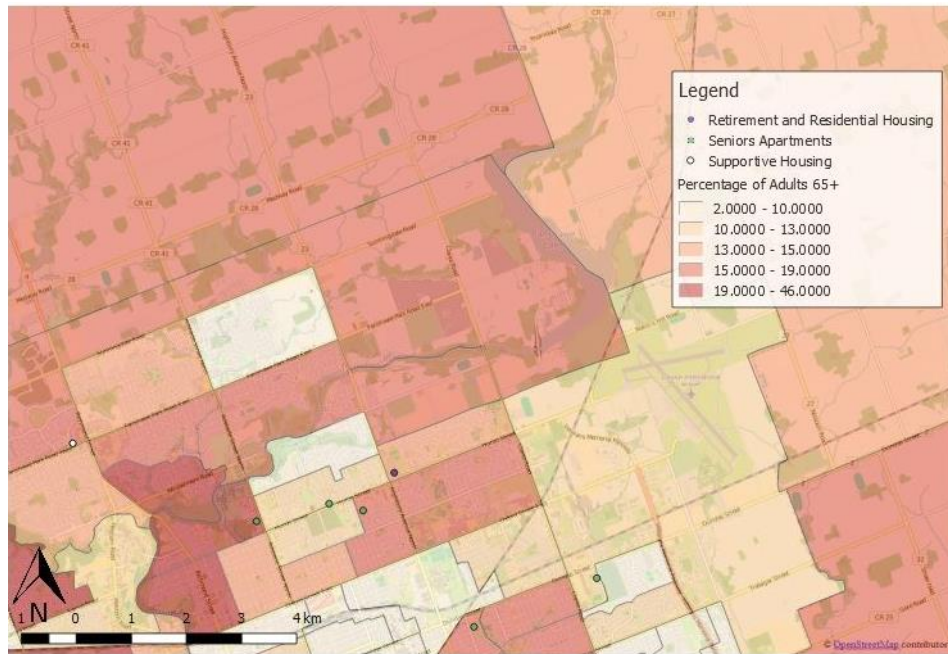


Northwest London



Data obtained from: CCACseniors scene (2005); City of London Guide to Seniors' Housing (2014); Statistics Canada (2011)

Northeast London



Data obtained from: CCACseniors scene (2005); City of London Guide to Seniors' Housing (2014); Statistics Canada (2011)

The above maps illustrate that the population of older adults in London is the highest in the southwestern area of the city, where the greatest number of housing options are located. There is also a high proportion of older adults in the north part of the city, which has fewer housing options.

Purpose of Booklet

Considering the aging population in London and the importance of a range of housing options, this booklet will outline a variety of housing models, the benefits and drawbacks of each model, and estimations of cost of living. Based on the findings, recommendations are made to the Housing Working Group of the Age Friendly London Network, regarding next steps towards implementing various housing models in London.



Universal Design



Universal Design



Universal design is “the design of products and environments to be usable by all people, to the greatest extent possible, without adaptation or specialized design,” (The Center for Universal Design, NC State University, 2006). This idea has been applied to the design and development of universally designed houses and living spaces. The following main features that are recommended to be included:

- 1) No step-entry
- 2) Wide doorways and halls
- 3) One-floor living
- 4) Easily accessible controls and switches
- 5) Easy to use handles (levers instead of knobs)
- 6) Accessible bathrooms – e.g. wall mounted sinks, curbless showers, grab bars

If these features were to be included from the beginning of designing new buildings, especially those designated as senior’s housing, more people would be able to access the spaces without having to have specific ‘accessible’ entrances or apartments (Roden, 2015).

The Accessibility for Ontarians with Disabilities Act (2005) requires all public and private buildings in Ontario to be fully accessible by the year 2025 (Ontarians with Disabilities Act, 2005). In addition, new amendments to building codes for new housing facilities were enacted across Ontario in January 2015, requiring elevators in multi-story buildings, power door operators, and barrier-free washrooms in all new multi-unit residential buildings (MAH, 2013).

The City of Vancouver has also become the first city in Canada to enact a bylaw requiring all new homes to be accessible and adaptable for older adults and

individuals living with disabilities (Lee & Morton, 2013). Under this bylaw, all new single-family, townhouse, and multi-resident housing facilities must have wider doorways and hallways, lever handles on doors and plumbing fixtures, wheelchair-accessible building controls, wall reinforcements for grab bars to be added, and modified plumbing to allow for easy replacement of bathtubs with shower stalls if needed, in addition to other changes (Lee & Morton, 2013).

Benefits

Adaptable housing models, such as the one enacted in Vancouver, benefit everyone by their implementation. For example, wider doorways not only make it easier for individuals using wheelchairs to enter and exit rooms, but they can also be helpful for moving furniture or other objects in the home (Office of Housing and Construction Standards, 2016). In addition, there is a wider cost-savings by implementing these modifications by preventing increased utilization of higher cost institutionalized care facilities (Office of Housing and Construction Standards, 2016).



Market Housing Options



CMHC FlexHousing™

Market Value Life Leasing

Garden & Secondary Suites

CMHC FlexHousing™



FlexHousing™ is a model of housing introduced by the CMHC that aims to adapt to individuals as their needs change (CMHC, 2015). It can inform the construction of a variety of styles of new homes, not simply single family homes. The adaptations that can be made to the house are designed in a way to make them affordable. There is also the possibility of adding a secondary suite. The adaptability of this design makes it an attractive for all ages (CMHC, 2015). In addition to supporting aging in place, it offers “... practical, common-sense elements that appeal to a wide range of consumer needs and budgets while being energy efficient, healthy, safe and environmentally friendly—all under one roof” (CMHC, 2000, p. 1).

Benefits

- ▶ Can apply to different types of new builds (e.g. townhouse; single family; multi-unit residential buildings).
- ▶ Can be adapted to meet a variety of need and can be adapted if needs change over time (e.g. aging in place).
- ▶ Can enable the addition of a secondary suite for supplementary income or enable another occupant, if need be.
- ▶ Offers an “affordable, accessible, and adaptable” option in market housing.
- ▶ Has the option to add an elevator.
- ▶ Has features that enhance livability beyond simply mobility needs (e.g. placement of light switches).

(CMHC, 2000; 2015; 2016)

Potential Limitations

- Design that is implemented into new builds.
- Does not address care needs outside of housing design (i.e. if other care needs are required, such as PSW support).
- Not a good option for individuals who are not able to secure a mortgage.

Cost

The estimated building costs for FlexHousing™ was determined in 2002 in Saskatchewan (CMHC, 2016a), which makes it somewhat difficult to determine the actual pricing as it would apply within London at this time.

The estimated cost described was for a 1,863 sq. ft. plan, which included a rough-in for an elevator, basement suite, and bonus room in the attic (CMHC, 2016a). The plan was adapted from a plan made in Ottawa that is described as a “good seller”. The overall cost of FlexHousing™ with basic features was \$150,905.00 (taxes not included). The basic features of FlexHousing™ were \$7833.00, which was added to the cost of the original floor plan to reach the above figure (CMHC, 2016a).

If a house was constructed with basic features and then renovated (excluding the elevator), the renovations would cost \$49,605.00 and \$74,605.00 with the elevator (CMHC, 2016).

Again, these are estimates, but serve to illustrate an approximate cost for creating a home that can change based on your needs or features you want.

Resources

Below is a checklist that further describes the features of FlexHousing™:

<http://www.cmhc-schl.gc.ca/odpub/pdf/61943.pdf?fr=1421086550208>

The FlexHousing™ website to see pictures and learn more about specific features:

<http://www.cmhc.ca/flex/en/>

Life Leasing

.....

In life leasing, the home is owned by a sponsor (non-profit or charitable organization) who typically oversees the its operation (MAH, 2014a). If an individual purchases a life lease, they buy the “right to occupy” or to live there, even though the sponsor is the owner. Within this model, there are different types of life leases including: Market Value, Price Index, Fixed Value, Declining Balance, and Zero Balance. Each of these has slightly different characteristics that can be beneficial or can serve as drawbacks, although the Market Value is the predominant one found in Ontario (MAH, 2014a).

Life leasing is an alternative model housing designed for older adults that differs from both owning and renting a home (Ministry of Municipal Affairs and Housing [MAH], 2014a). The available amenities, potential social connection, a reduced burden for home maintenance, or the cost may influence an older individual or couple looking to downsize to select this option. Some life leases are units within a building (like apartments), while others are free-standing homes in a community and, generally, are slightly less expensive than condominiums. You do, however, still pay a fee that is similar to a condominium fee each month (MAH, 2014a).

The Gainsborough

In London, the only life lease option available to independent adults over 55 is the Gainsborough (Grace Communities Corporation [GCC], 2012). It is a Market Value model of life leasing, which means that they purchase and can sell at market value, and is sponsored by the Salvation Army. There are 120 suites in this community, with 10 different floor plans that offer one and two bedroom options. The units range in sized from 675 sq. ft. to 1140 sq. ft. They were also built with “Easy Living” elements, which enhance accessibility (GCC, 2012).

Some of the offerings of this community include underground parking, suites for guests to stay in, a chapel, an exercise facility, a whirlpool, a billiards room, and a surveillance system (GCC, 2012). Additionally, it is located close to amenities, which enables individuals to walk to them. The location also features gardens and 5 acres of grounds (GCC, 2012).

Benefits

- ▶ Amenities available.
- ▶ Decreased burden of home maintenance.
- ▶ It can foster community (some also cater to certain religious denominations or nationalities).
- ▶ Do not carry the same liability issues as owning a large asset.
- ▶ The “life lease interest” can be passed to your beneficiaries, in the case you pass away.
- ▶ Market Value model allows for appreciation of the property, so a person can benefit at the time of a sale (including in situations if it is inherited).
- ▶ Provides an environment designed to serve older individuals (e.g. features that improve accessibility).
- ▶ Can be more affordable than other market options, such as condominiums.

(GCC, 2012; MAH, 2014a)

Potential Limitations

- ▶ Require you to be independent; may have to move if you require more support in the future.
- ▶ Beneficiaries cannot necessarily move into the unit if you pass away (can sell).
- ▶ If you pass away, the costs associated with your life lease must still be covered until it sells (whoever inherits it must sell it and cover costs).
- ▶ You have the potential to lose money if the housing market depreciates.
- ▶ You do not own the unit or property.
- ▶ Requires you to pay money upfront for the purchase.

Cost

In Market Value models of life leasing, you pay market cost for your unit, as well as monthly fees and property tax (MAH, 2014). At the Gainsborough, a one bedroom unit costs approximately \$100,000, while two bedrooms are around \$140,000 (these are estimates as there is a range) (The Gainsborough, personal communication, March 29, 2016). At this site, individuals are also responsible for a monthly fee, utilities, and property taxes (GCC, 2012). The overall cost of constructing this facility was \$11,200,000 in 1995 (D. Grant Construction Limited, n.d.).

Other Models to Consider

Some life lease sponsors also have associated retirement homes or long-term care facilities (MAH, 2014a). These can be government funded, as well as privately funded. If a privately owned retirement facility is associated with the life lease sponsor, it is possible to apply to them directly for a space when care needs increase. Government funded facilities, however, require a person to go through the same process as other government funded facilities, which is overseen by the CCAC (MAH, 2014a).

An example of this is located in Collingwood, Ontario. Sunset Village features 40 units, with similar benefits discussed above, but is attached to Sunset Manor (Long-Term Care) (Simcoe County, 2014).

Resources

Below is an in-depth resource that reviews life leasing and would be beneficial for parties interested in this type of housing:

<http://www.mah.gov.on.ca/AssetFactory.aspx?did=10455>

Garden & Secondary Suites

A garden suite is a self-contained, detached dwelling, with no basement, installed on the lot of an existing, permanent single-family home (CMHC, 2016b). Garden suites typically contain one or two bedrooms, a kitchen, a bathroom, and storage space (CMHC, 2016b; MAH, 2011b). These buildings are usually portable, temporary, and can be constructed in a modular manner, allowing for easy assembly. This type of housing is intended to be use by individuals or couples over the age of 65 who can live independently, or with little support (CMHC, 2016b). Generally, the owners of the existing home are the children or close relatives of the seniors, which enables them to provide care and support.

In regards to secondary suites, Ontario has legislation that requires municipalities to allow secondary suites in single-detached, semi-detached, and townhouse units (CMHC, 2016b). This legislation is intended to help provide more adequate and affordable housing. There are several considerations when looking at secondary suites, specifically within the building codes pertaining to entrances, fire safety, light, and moisture (CMHC, 2016b). Separate units within an existing building have extra requirements that must be met in order to be safe and secure.

Considerations for London

The City of London (n.d) has a zoning bylaw surrounding this type of housing, Section 48: Temporary Garden Suites. According to this bylaw, a temporary garden suite must be built on a lot that is a minimum of 4000 square metres. Furthermore, the garden suite can be a maximum size of a 150 square metres, within 50 metres of the main building, and should be located in the interior side or rear yard. A garden suite is not permitted on the front or exterior side yard of a property (City of London, n.d).

Benefits

- Garden and secondary suites provide an option for more affordable housing for seniors and allow for more aging in place (CMHC, 2016b; MAH, 2011b).
- Allow residents to maintain a level of independence while getting care, companionship, and security from their family members (CMHC, 2016b).

- ▶ Potentially decrease the demand on community services because the family members can take on that role.

Potential Limitations

- ▶ As the garden suite is a separate building, building permits and municipal regulations will apply. This can increase the cost as well.
- ▶ The bylaw regarding garden suites detailed many restrictions on construction. An appropriately sized lot would need to be available in order to build a garden suite.
- ▶ Secondary suites are subject to different zoning bylaws and regulations than that of single-unit residences that create additional steps to implement.
- ▶ Addition of another unit or residence on a street can create issues surrounding street parking.
- ▶ Expectations of care and support from family increases the risk of caregiver burnout.

Cost

The cost to build a garden or secondary suite varies widely based on many factors. Those factors include: size and design, type of foundation, distance from the manufacturing plant, municipal permit fees and property taxes, removal and restoration costs, and connection to water and wastewater (CMHC, 2016).

Resources

More detailed information from the CMHC about Garden Suites can be found below:

http://www.cmhc-schl.gc.ca/en/co/acho/acho_013.cfm

More detailed information from the CMHC about Secondary Suites can be found below:

<http://www.cmhc-schl.gc.ca/en/inpr/afhoce/afhoce/afhostcast/afhoid/pore/pesesu/index.cfm>



Social Housing



Non-Profit

Rent-Geared-to-Income

Affordable Housing

Co-operative Housing

Social Housing

Social housing for seniors is a larger umbrella term that covers different types of housing/support for older adults with low to moderate income (Ontario Association of Non-Profit Homes & Services for Seniors [OANHSS], 2016). These can include non-profit housing, co-operative housing, rent supplement, and housing allowances (OANHSS, 2016). In addition to having an important role in tackling homelessness, access to affordable housing may assist in removing barriers to meeting other needs (Ministry of Municipal Affairs and Housing [MAH], 2014b).

It is also the most economical way to address homelessness; for example, it costs ~\$613/month to cover a rent-geared-to-income subsidy, while shelter beds cost ~\$2,100/month, a bed in long-term care costs ~\$3,960/ month, and a hospital bed costs ~\$13,500/month (MAH, 2014b). It is a concern, then, that federal (MAH, 2014b) and provincial (Cheung, 2016) funding for this type of housing does not seem to be sufficient to meet needs.

Non-Profit Housing & Rent-Geared-to-Income



Non-profit housing is provided by organizations that do not profit from the rent paid, for example the municipal government, while rent-geared-to-income works is a subsidized form of housing (30% of total income in the household) (OANHSS, 2016). These two types of housing, however, have some overlap. For example, some non-profits in London and Middlesex offer rent at 95% of market rate, while others are geared to income (30% total) (The Corporation of the City of London [CCL], 2016).

In London & Middlesex, non-profit housing, co-operative, and public housing is overseen by the City of London (Housing Division) (CCL, 2016). Individuals who is seeking subsidized housing needs to apply through the Housing Access Centre. There is a recognized requirement for more housing options that are affordable seniors, which is being addressed with the Investment in Affordable Housing Program. In these cases, housing is not offered through subsidy, but rather are market rate or below (CCL, 2016).

Affordable Housing



London has made a commitment to increasing accessibility to affordable housing (City of London, 2016). They are adding new housing that meet criteria for affordable housing (not more than 30% of income) and have added 1200 units since 2005. In these units, the cost to inhabit on of these units is market value or lower. In private affordable options, there are some offerings specifically for older adults, while others target both adults and older adults (City of London, 2016).

Co-operative Housing



Co-operative housing is as the name suggests. There is no external landlord that manages the housing complex. Residents vote for a board of directors that can make decisions for the entire co-op unit. A co-op is considered a self-regulated legal corporation that is governed by the provincial Co-operative Corporations Act, human rights laws, and principals of natural justice (CMHC, 2016c).

Co-operative housing can be a series of townhouses to large apartment complexes. Members do not own property and is equivalent to renting a unit. Once the resident move out, they can no longer vote or make decisions regarding the co-op (CMHC, 2016c). Co-ops are much more affordable than normally renting a unit. Part of the reason is because housing is *not-for-profit* and their initial developments are funded by the federal and provincial government (Agency for Co-op Housing, 2015). Some units are also subsidized by the municipal government where rent is further reduced and is on a geared-to-income policy. Eligibility is dependent on income in these cases. Not all co-operative housing in Ontario, however, is publically owned, however (CMHC, 2016c) and co-operatives are not exclusively geared to older adults. In London, there is a 50+ Housing Co-Operative, but many other options that facilitate all ages.

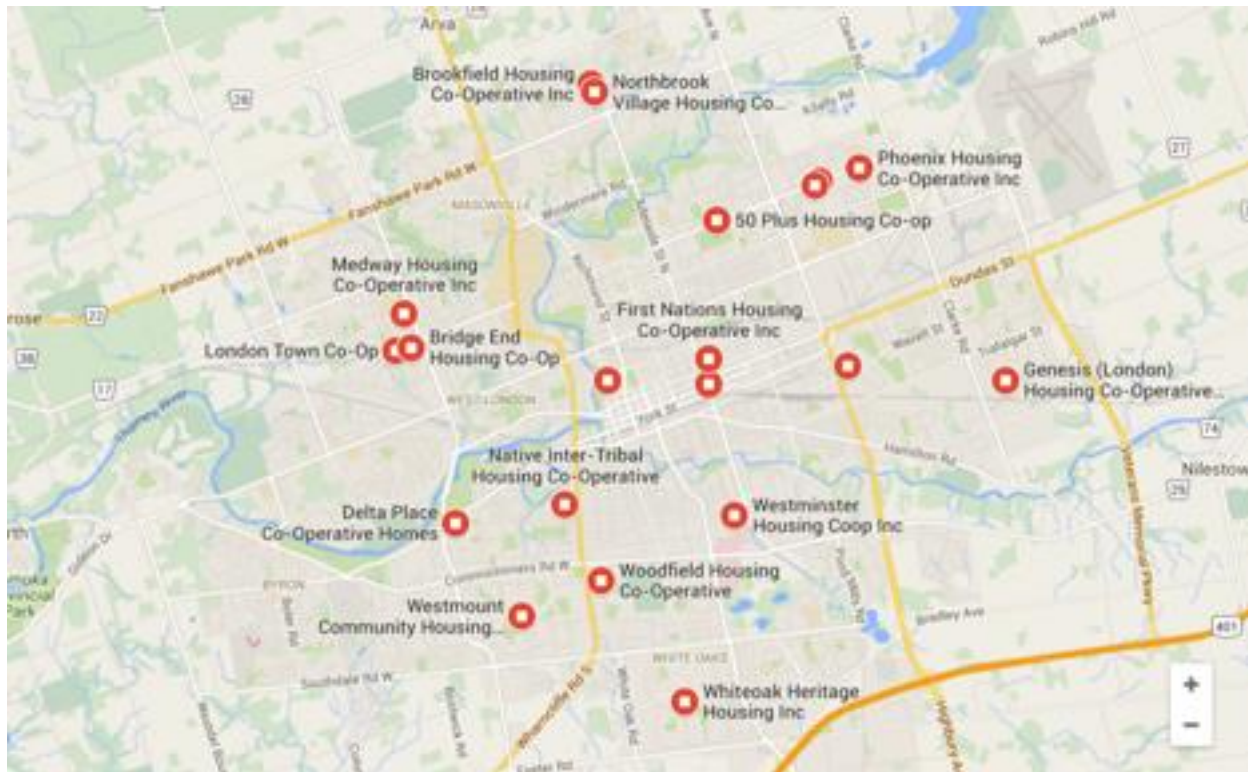
Membership & the Board of Directors

As a member, you can vote on how the annual budget is used such as how much money will be spent on certain upkeeps compared to others. You can also elect members or run to be part of the board of directors. As part of the board of directors, by-laws can be passed that all members of the co-op have to follow. By-laws then have to be voted by members and at least 2/3 of the members needs to agree before it is passed (CMHC, 2016c).

As a co-op, an annual meeting have to be held as part of the Co-operative Corporations Act. It is here that the annual budget, by-laws, and other issues can be addressed as a whole with its members. There must be a sufficient number of members present for co-ops to meet this requirement (CMHC, 2016c).

Co-operative Housing in London

Below is a map of London and all the known co-operative housing shown via Google Maps. Currently, there is 50+ Housing Co-operative that is aimed for an older population. It is an apartment complex made up of 56 units, with 27 1-bedroom units and 29 2-bedroom units. Only 10 units are considered as accessible units (South West Health Line, 2015).



Benefits

- Support the housing needs of older individuals who have low or moderate income.
- Housing available in London & Middlesex directed towards individuals 60+. This may help facilitate social connections.

- ▶ Community. Co-ops can have facilities or projects that facilitates a sense of community such as producing monthly newsletters. Maintenance tasks such as lawn care can be divided among its members.
- ▶ Offer affordable ways for older adults to live in the community independently.
- ▶ Cost of living. As mentioned above, co-ops are not-for-profit corporations and units are subsidized based on income. Rent is much more affordable than typically renting an apartment.
- ▶ Some available for wheelchair accessible units.
- ▶ Self-governance. Unique to the co-op is its identity as a self-regulated corporation. Members and board of directors can advocate for change directly in the community they live in as opposed to challenging external landowners. The system is also democratic and hopefully allows budgets to be used effectively.

Potential Limitations

- ▶ Long wait lists (CCL, 2016). A recent report shows an increased in older adults on waiting lists for housing geared-to-income (Ontario Non-Profit Housing Association, 2015). In relation to co-operative housing, a member can live there as long as they like as long as by-laws are followed and rent is paid on time. For prospective members, this can mean a very long wait time (Canada Mortgage and Housing Corporation, 2016).
- ▶ While there are wheelchair accessible units available, the proportion is rather small in some of the housing offered in London (CCL, 2016). In 50 plus co-op, only 10 units are considered accessible. This means the waitlist for these units will be even longer (South WestHealth Line, 2015). Co-ops are generally catered to a population that is fairly physically independent.

Cost

Private affordable options are market or below cost (City of London, 2016). Other social housing falls is subsidized, so costs 30% of the total income in the house, while others (e.g. some non-profits) are 95% of the market rent (CCL, 2016).

Resources

Social Housing for Older Adults London:

<https://www.london.ca/residents/Housing/Finding-Housing/Documents/A%20Guide%20to%20Seniors%20Housing-Booklet%202016.pdf>

Private Affordable Housing:

<http://www.london.ca/residents/Housing/Finding-Housing/Pages/Affordable-Housing.aspx>

Co-operative Housing:

Canada Mortgage and Housing Corporation:

<http://www.cmhc.ca/en/co/buho/gucoho/>

The Co-operative Housing Federation of Canada:

http://www.chfcanada.coop/eng/pages2007/about_1.asp

The Agency for Co-operative Housing: <http://agency-public.coop/>

Contact information for 50+ Housing:

<http://www.southwesthealthline.ca/displayservice.aspx?id=12994>



Housing that Includes Health Services & Community Supports



Home and Community Care

Assisted Living

Supportive Housing

Housing with Health & Community Supports

As adults age, loss of functional abilities becomes more common. After age 85, 25% of individuals report at least a moderate limitation in functional abilities (CIHI, 2011). As functional abilities decrease, assistance in daily activities is required. For this reason, housing that includes health services and community supports is essential for communities with aging populations.

Home and Community Care

Home and community care refers to health care and other supportive services that individuals can access in their own home to help them live independently in their own community (Government of Canada, 2006). In Ontario, home and community care is currently coordinated by Community Care Access Centres (CCACs) who provide information to help individuals identify their needs, access private local service agencies who will provide care, and help individuals in need apply for long term care, supportive housing, or day programs (Ontario Ministry of Health and Long Term Care, 2008). While the home and community care sector is well resourced in Ontario, there have been concerns that the distribution of services through third party agencies, as well as outdated funding practices, has created a lack of quality in these services across the province (Born & Laupacis, 2012). In addition, Canada-wide, 15% of individuals requiring home and community care reported that they did not receive all of the care they needed in 2012 (Statistics Canada, 2012). For these reasons, it is imperative that best practices are examined for access to and provision of home and community care services, worldwide.

Research has shown that the majority of older adults worldwide, and across Canada, would prefer to retain their independence in their own homes if they can (CIHI, 2011). For this reason, several areas around the world have begun innovative home

care programs to improve the independence of older adults (Province of British Columbia, 2014). Certain countries with highly effective home care systems for older adults, such as Italy, Japan, and Germany, offer government funding for private home care services to allow older adults to remain at home with assistance in daily activities (Province of British Columbia, 2014). In addition, these best-practice programs tend to be tailored to the unique needs of individual clients, rather than assume that a single care model will effectively serve every person (Province of British Columbia, 2014). Finally, when informal caregivers are included in the care process, evidence has shown that the client, health care professional, and informal caregiver, all benefit (Province of British Columbia, 2014). In Canada, some provinces and regions have integrated some of these best practice procedures into their home care programs. For example, Fraser Health's Home is Best program in British Columbia, as well as Prince Edward Island's Integrated Palliative Care Program have had numerous benefits for their provinces' populations (Accreditation Canada and The Canadian Home Care Association, 2015).

Cost

Home and community care is offered both through the public health care system by referral from a health care provider, as well as through private pay (Ontario Ministry of Health and Long Term Care, 2008).

Recommendations

Due to Ontario's proposed changes to the CCAC system and provision of home care services, LHINs across Ontario, including South West LHIN, may have the opportunity to enact changes that may include some of these best practices in the near future (Church, 2015).

Assisted Living



Assisted living refers to forms of supportive housing for older adults requiring minimal to moderate assistance with managing their health, household, and personal care (Bruin, 2012). Unlike traditional supportive housing, assisted living does not provide round-the-clock availability of services, and is utilized by older adults who can direct their own care and are able to continue to engage independently in a range of meaningful activities and social events (Bruin, 2012). While assisted living facilities are common in London, and across the country, they remain relatively unstudied. Best practices in assisted living facilities have revolved around maintaining residents' independence and quality of life, while providing choices for them to engage in meaningful activities in a number of ways (Park, 2007; Bruin, 2012).

Benefits

Less costly than traditional supportive housing or nursing homes, assisted living provides a more affordable option to allow older adults to live with some supports in a setting that allows maintenance of autonomy and independence (Bruin, 2012).

Potential Limitations

There is limited research on assisted living in general, as several models fall under the 'assisted living' umbrella that are examined in more detail. Balancing the ability to maintain independence while ensuring health care and safety needs are met is a key challenge in this housing type (Bruin, 2012).

Recommendations

Assisted living facilities should be widely available as an option for older adults looking for minimal to moderate care supports. These facilities should have a strong focus on maintaining residents' independence and quality of life (Park 2007; Bruin, 2012).

Cost

Cost is determined by individual facilities. Many of the facilities are private pay, with additional fees depending on services provided (South West Health Line, 2015).

Supportive Housing



Supportive housing refers to housing that is available for those living with severe physical, mental health, or cognitive disabilities, and is offered in residential settings throughout Ontario (South West CCAC, 2014). Supportive housing allows for those with greater needs than can be served through typical home and community care services to access a 24-hour availability of personal support and homemaking (Ontario Ministry of Health and Long Term Care, 2000). This type of housing contributes to the community need for a broad availability of housing options for seniors of varying abilities to age in place (Boydell, 2007). Currently, there are over 100 supportive housing programs in Ontario, and four of these programs exist in the London area (Boydell, 2007). Funding for the services offered in supportive housing are funded partially through the LHIN (Ontario Non-Profit Housing Association, 2013).

In Alberta, Smithfield Supporting Housing, built in 2003, is an assisted living and supportive housing facility for seniors that is located directly next to a large regional health services centre which provides residents access to specialized health services including dialysis (Boydell, 2007). Affordable monthly rent at this location includes a daily lunchtime meal, and every suite has a wheelchair accessible washroom (Boydell, 2007). This project began as a joint effort between the regional health authority and regional housing management organization (Boydell, 2007).

Benefits

Supportive housing provides independent living for older adults with severe functional limitations and disabilities (Boydell, 2007). Homes that provide accessible units, such as Alberta's Smithfield Supportive Housing, allow individual age in place as their care needs and functional abilities change (Boydell, 2007). In addition, safe and easy access to required community resources such as health care centres, allows a decreased risk of falls or other safety issues occurring during outings from the home (Boydell, 2007).

Potential Limitations

Not all supportive housing locations are affordable to potential residents. For example, the Smithfield Supportive Housing facility has a set fee of up to \$1000 for individuals per month to live in its apartments (Westlock Foundation, 2013).

Cost

Current cost of supportive housing in the London region varies depending on the program (South West Health Line, 2015). Medically necessary support services are covered, however, rent varies (South West Health Line, 2015). Cheshire homes, Victorian Order of Nurses (VON), and Trinity Place Community Support Services, in London have rent geared to income for their residents (South West Health Line, 2015). Trinity Place offers compulsory meal plans for residents for \$197.50 a month for thirteen meals. All meals are made on-site in the Trinity Place kitchen and the staff serve the tenants. Four Counties Community Villa, located in Newbury, ON, has set rental rates of \$826/month for a 1-bedroom unit, and \$902/month for a 2-bedroom unit (South West Health Line, 2014).



Mixed Needs Dwellings



Mixed Needs Dwellings

Senior Campus

Village Model

Mixed Needs Dwellings



Mixed- needs dwellings consist of a continuum of care available to seniors based on their individual needs (Krout & Pogorzala, 2002). For example, Schlegal Villages offers full service retirement living, assisted care, and memory care depending on the time and needs in a persons life. Examples of mixed-needs dwellings here in London are Glendale Crossing and Chelsey Park. Another similar model in Vancouver is Haro Park that has more specialized options such as palliative support

Benefits

- Internal transfers are available for residents from independent living-retirement as their needs change.
- Staying in the same continuum of care allows consistency for residents, whether it's with physicians, location, etc.

Potential Limitations

- Waitlists to get placed into one of the facilities.
- Although internal transfers are available for residents that are not quite at the long-term care level, to transfer into long-term care at the Ontario facilities requires externally using CCAC. CCAC is the gatekeeper to long-term care and this eliminates the internal transfer to long-term care from a more independent setting within Ontario.

Cost

Chelsey Park: Independent living: \$1050/month

Assisted care (between long-term care home and retirement home) all meals, laundry, etc included: \$3400/month

Long-term care: \$1,774.81/month

Senior Campuses



Seniors Campuses consist of housing for seniors available in residences of colleges and university (Krout & Pogorzala, 2002). This model is a type of intergenerational housing. In Ontario, an example of this type of housing is the partnership that Schlegel Villages and Waterloo University have developed. In this model, a long-term care facility has been built on the Waterloo Campus. Another example of a senior campus is Lasall Boston in the United States. It's an intergenerational living accommodation in the residence of a college.

Benefits

- ▶ Assistance, learning and enjoyment for both seniors and students.
- ▶ Age-peer companionship and supportive environment.
- ▶ Connectedness to community and can help reduce isolation from the larger community.
- ▶ Intergenerational bonding.

(Krout & Pogorzala, 2002)

Potential Barriers

- ▶ People with a surplus of family within the area are less likely to move into seniors campuses.
- ▶ Homeowners (less likely to relocate, more likely to age in place).
- ▶ Tends to attract predominantly women and people previously associated with the university.
- ▶ Can be expensive.

(Krout & Pogorzola, 2002; Ward, Spitze, & Sherman, 2005)

Cost

Schlegel Villages: long term care facility at University (cost the same as any long-term care)

Lasall Boston: residents must purchase square footage (\$300,000-\$800,000)

- residents receive 90% of this back once they move out.
- around \$4,000/month and residents must commit 450 hours per year in academic, volunteer or paid work endeavours

Village Models

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Village models/ continuing care retirement communities provide residents with a continuum of housing, health and social services as required to support aging in place. Some examples of village models are: Boston's Beacon Hill Village and Supporting Active Independent Lives in Wisconsin

Benefits

- ▶ Homeowners more likely to move to retirement villages due to access to funds.
- ▶ Age-peer companionship.
- ▶ Member driven (members helping members).
- ▶ Pre-screen vendors.
- ▶ Arrange group discounts.

(Ward, Spitze, & Sherman, 2005)

Barriers

- ▶ Homeowners typically are more likely to age in place.
- ▶ Affordability.
- ▶ Family resources may prevent seniors from relocating into a retirement community.

(Ward, Spitze, & Sherman, 2005)

Cost

Cost of initially buying residency:

- ▶ \$600 annually per person (available discounts for lower income residents)



Ottawa Aging in Place Model



Ottawa Aging in Place



The idea behind aging in place is to provide seniors with supportive services where they live so that they can remain in their own homes longer instead of having to move to a new facility every time an increase in care or support is needed. The Ottawa Aging in Place project focuses on providing health care services and linking residents to community supports; this also results in fewer emergency room visits or hospitalizations. The idea is to ensure services are available to older adults where they live, which in this program, means they are connected with a CCAC case manager and an on-site Support Outreach Coordinator. Support Outreach Coordinators are on site five half days a week to facilitate health and housekeeping services, social events, and to foster good relationships with tenants wanting their services. Coordinators are staff of a designated senior's community agency and funded through the LHIN. Many services are free of charge. The individuals who receive these services live in certain buildings of Ottawa Community Housing (11 buildings in total) (Ontario Ministry of Health and Long-Term Care, 2010).

Benefits

- Provide a variety of services from meals and transportation to crisis intervention
- Liaise with CCAC case managers
- Support Outreach Coordinators are available on site to answer questions and coordinate services
- Many services are provided free of charge
- Enable individuals to remain where they live longer.

Potential Barriers

- The program is only provided to people who live in Ottawa Community Housing apartment buildings
- There is a long wait-list to be approved to live in those buildings

(Ontario Ministry of Health and Long-Term Care, 2010)

Resources

Below is a pamphlet which describes the Ottawa Aging in Place model in detail:

<http://owcs.ca/wp-content/uploads/AIP-Brochure.pdf>

This is a link to the Ottawa West Community Support website, which describes the model as well:

<http://owcs.ca/aging-in-place/>



Congregate Dining



Congregate Dining



Congregate dining is when people come together to a communal dining room for meals. This type of dining is commonly used in Independent Living Facilities, where an individual may not need much assistance with day-to-day activities, but may want a more simplified lifestyle with more companionship or support. In these facilities, there is generally a kitchenette, not a full kitchen, available in the units. However, congregate dining can also be used in facilities that offer more support, such as supportive housing and long-term care homes. Residences that offer congregate dining generally provide at least one communal meal per day, with many providing more than that (Caring.com, 2016). A few places in London that offer congregate dining are: Trinity Place, Ashwood Manor, and Longworth Retirement Residence.

Other Potential Ways to Implement this Model

Congregate dining could also be used in places such as existing apartment buildings or co-housing situations. There is a co-housing complex in Ottawa that reconfigured seven townhouse units to have a shared, communal dining area (CBC News, 2014). This type of model allows the individual to live independently, but also gain the benefits of congregate dining. This can also allow for diverse, intergenerational relationships to form (CBC News, 2014). It may be valuable to look into other programs, such as one in Georgetown and Acton (Links2Aging, n.d.) and a ‘culturally appropriate’ program in Hamilton (Hamilton Niagara Haldimand Brant LHIN, n.d.), which seem to facilitate this model in different ways¹.

Benefits

Congregate dining offers many benefits to seniors. An individual who has the option of eating meals in a dining room no longer has to worry about preparing full meals for themselves. As well, there will be no concern regarding a person’s safety in the kitchen if they are not cooking meals. Congregate dining also provides increased social interaction for residents. A study by Myer (2004), found that eating with

¹ More information required to determine how the programs are organized.

others promoted socialization between individuals, an increased nutritional intake, and overall improved the quality of life of seniors.

Potential Limitations

- Not all residences that offer it provide three meals a day. This means that the individual will need to buy and prepare food for the other meals.
- Most units have kitchenettes, but not full kitchens, which makes it difficult to prepare a full meal if the person would like to do so.

Cost

The cost of residences with congregate dining ranges from \$1000-\$2000 a month on the low end in Canada, although places that offer more care, more luxury, or are in more expensive locations with cost more (Comfort Life, 2014).

Trinity Place: Price varies widely, as Trinity Place offers geared-to-income rent to assist those with low-income.

Ashwood Manor: Studio apartments range from \$2549-\$2980/month. One-bedroom apartments range from \$3351-\$4000/month

Longworth Retirement Residence: Studio apartments start at \$2955. One bedroom apartments range from \$3650-\$6000/month.



Shared Housing/Home Sharing



HomeShare



HomeShare is rooted in the concept of Aging in Place and aims to be an affordable housing alternative to what's currently in place. The Burlington Age-Friendly Council recognized a large portion of income for seniors is spent on rent, but rental apartments have a very low vacancy rate of 1-2% in their location (Community Development Halton, 2014). The council also recognizes over ¼ of households are one-person households and that themes of isolation and decreased mental health are issues for certain parts of the population (Community Development Halton, 2013). HomeShare is an alternative solution that can provide benefits for the people involved.

The idea is very similar to a landlord renting out rooms to a group of students. In the house, each person has their own private bedrooms, but will share common areas, such as the kitchen, laundry rooms, bathrooms, etc. What is unique about HomeShare is the agreement can be catered to benefit both parties. The landlord, also known as the home provider, can lower the rent of living provided the tenant, also known as the home seeker, if he/she is able to fulfill certain duties such as lawn care and house chores (Burlington Age Friendly Seniors Council, 2015).

In relation to the aging population, the older adult can be the home provider or home seeker. As the home provider, the older adult may seek out other older adults to share their home, perhaps, they may seek out a young adult who is able to help out with tasks around the house (Burlington Age Friendly Seniors Council, 2015). In general, this allows the older adult to remain in his/her home, even if he is starting to require more assistance with managing the house. At the same time, this can generate some income for the home provider for other needs. As a home seeker, the older adult can benefit from a lower cost of living and perhaps form a stronger sense of community as opposed to living by themselves.

Things to consider

When it comes to sharing a home, whether you are the home seeker or provider, it is important to communicate initially to see if it's a good fit. As a home provider, you will want references to know more about the home seeker. You will likely arrange a home visit where you can interview the person to see if he or she is a good fit. As a home seeker, you will want to know the exact responsibilities you will be engaged in and if the home provider is a good fit with you (Burlington Age Friendly Seniors Council, 2015).

Currently, identifying prospective home sharers is rooted in networking and advertising. You may want to ask the people in your community first, such as churches, leisure groups, etc. When it comes to advertising, there really isn't a streamlined specific method to go about doing so. You may post an advertisement in the local university or colleges, senior centre, the local newspaper, online websites such as Kijiji, or various community groups (Burlington Age Friendly Seniors Council, 2015).

Benefits as outlined by the HomeShare Toolkit (2015)

- ▶ HomeShare can allow individuals to form a community within the home when they could be living in isolation.
- ▶ Cost of living would benefit both parties as they come to share the house and provide benefits to each other.
- ▶ HomeShare promote the concept of Aging in Place. When an older adult may require more assistance around his or her home, they can find tenants that helps them out more and fulfill their needs.
- ▶ More autonomy and choice is available for people who may otherwise live alone.

Potential Barriers:

- ▶ Advertisement can be difficult without a streamlined process for older adults.

- There might be no suitable home providers or home sharers for you, whether it is due to value differences or by experience.
- Potential conflict and lack of trust can steer people away from sharing their home. It is important to be aware of policies such as the Landlord and Tenant Act in order to prevent conflicts.

Cost

The cost will vary depending on the home provider and the properties of the house. It should generally be cheaper than renting an apartment or a house, because the complex is being shared (Burlington Age Friendly Seniors Council, 2015).

Resources

HomeShare in Ontario: <http://www.homesharecanada.org/ON>

The Burlington Age-Friendly Seniors Council: <http://burlingtonagefriendly.ca/>

The Halton HomeShare Toolkit: <http://torontoist.com/wp-content/uploads/2015/04/The-HomeShare-Toolkit-Final.pdf>



Other Resources



Resources for Accessible and Adaptable Homes:

The CMHC has a variety of PDF resources available that address accessibility of a home. There are found on their website (<https://www.cmhc-schl.gc.ca/en/co/acho/acho/index.cfm>)

House Design:

<http://www.cmhc-schl.gc.ca/odpub/pdf/66093.pdf?fr=1441919676959>

Living Spaces:

<http://www.cmhc-schl.gc.ca/odpub/pdf/66095.pdf?fr=1441919698084>

Bathrooms:

<http://www.cmhc-schl.gc.ca/odpub/pdf/65686.pdf?fr=1443199043832>

Kitchens:

<http://www.cmhc-schl.gc.ca/odpub/pdf/65588.pdf?fr=1441919731396>

Outside Spaces:

<http://www.cmhc-schl.gc.ca/odpub/pdf/67572.pdf?fr=1441919768871>

Ramps:

<http://www.cmhc-schl.gc.ca/odpub/pdf/65023.pdf?fr=1441919794286>

Appliance Design:

<http://www.cmhc-schl.gc.ca/odpub/pdf/65080.pdf?fr=1441919751021>

A Guide to Home Adaptations (self-assessment):

<http://www.cmhc-schl.gc.ca/odpub/pdf/61087.pdf?fr=1442318489140>

Funding Resources:

While it was not within the scope of this project to deeply explore funding options, below are possible sources to be explored. Most of these options are directed towards individuals who need housing, while there are some available that may fund larger program goals.

Various Sources that Fall under the Investment in Affordable Housing for Ontario Program (Rental Housing Component, Ontario Renovates, Off-Reserve Aboriginal Housing):

<http://www.mah.gov.on.ca/AssetFactory.aspx?did=9288>

Examples from other places in Ontario:

http://www.simcoe.ca/SocialHousing/Documents/JC_OR%20-%20Urgent%20Repairs%20application%20package%202016-17.pdf

<http://www.simcoe.ca/SocialHousing/Documents/Application%20Requirements%20Secondary%20Suites%202016.pdf>

<https://www.cityofkingston.ca/residents/community-services/housing/programs/secondary-suites>

Home Adaptations for Seniors Independence Program (First Nations):

http://cmhc.ca/en/ab/hoprifias/hoprifias_005.cfm

Residential Rehabilitation Assistance Program for Persons with Disabilities (First Nations):

http://cmhc.ca/en/ab/hoprifias/hoprifias_011.cfm

Seed Funding for Affordable Housing:

<http://cmhc.ca/en/inpr/afhoce/afhoce/upload/cmhc-seed-funding-affordable-housing.pdf>

Healthy Homes Renovation Tax Credit:

<https://www.ontario.ca/page/healthy-homes-renovation-tax-credit>

Home and Vehicle Modification Program:

<http://www.marchofdimes.ca/EN/programs/hvmp/Pages/HomeandVehicle.aspx>



Recommendations



The recommendations section is meant to outline some of the preliminary suggestions for the housing in London, which are based on the information analyzed in the creation of this booklet. Multiple recommendations are presented, so that the Housing Working Group is able to select those that seem to fit best with the group's goals and resources.

Overarching Recommendations

The information found in the booklet can be used for three main purposes: 1) to educate older adults in London about types of housing available currently, 2) advocate/educate builders and developers about potential areas for expansion, and 3) advocate to the municipality for changes to current programs, or for funding. These overarching recommendations can guide general use of the information provided, while specific recommendations are below.

Market Housing Models

1. Create and distribute education about adaptable housing, such as the FlexHousing™ model, throughout the community to raise awareness of this option. This could impact individuals who are planning on building a house throughout the lifespan.
2. Discuss FlexHousing™ with local builders to educate about this option and advocate for accessible housing construction.
3. Explore the option of connecting Life Leasing housing with Long-Term Care facilities (e.g. Sunset Village and Manor in Collingwood).
4. Explore funding options available for the development of garden or secondary suites, to support translation of this knowledge to interested parties.

Social Housing

1. Connect with the Peel Advisory Working Group on Older Adults' Housing, contact: Patricia Chrisjohn (Region of Peel Housing and Property Department; 905-453-1300 ext. 356). Peel region appears to have strong strategies in place

in terms of increasing social housing options for older adults (32 buildings for seniors, as well as units in other family based buildings) (Region of Peel, n.d.). Additionally, there are 289 units that are identified as supportive housing, which delivers supports within the housing facility for those residents who require them, such as seniors (Region of Peel, n.d.).

Housing that Includes Health Services and Community Supports

1. Home and Community Care: Due to Ontario's proposed changes to the CCAC system and provision of home care services, LHINs across Ontario, including South West LHIN, may have the opportunity to enact changes that may include some of these best practices in the near future (Church, 2015).
2. Assisted Living: Assisted living facilities should be widely available as an option for older adults looking for minimal to moderate care supports. These facilities should have a strong focus on maintaining residents' independence and quality of life (Park 2007; Bruin, 2012).
3. Supportive Housing: Supportive housing facilities should consider access to required medical services for residents, much like Smithfield Supportive Housing does in Alberta. In addition, supportive housing organizations should have affordable options, as those in most need of these services are often also financially vulnerable (Federation of Canadian Municipalities, 2015).

Mixed Needs Dwellings

1. It may also be beneficial for the Housing Working Group to make contact with Schlegal Village to further discuss the direction that they will take with their London location.

Ottawa Aging in Place

1. Currently, London does not have a program that mirrors the Ottawa Aging in Place model. The unique inclusion of support services to facilitate aging in place would be a beneficial addition to housing offered in London. Further research is needed to determine the feasibility of developing a similar program in London.

Congregate Dining

1. Based on interest expressed by the Housing Working Group, some programs that appear to offer congregate dining in a somewhat untraditional way were provided. From here, it would be beneficial to follow-up with these groups to determine how they are organized, funded, and delivered to determine if untraditional delivery of congregate dining is possible in London.

Home Sharing

1. Currently, there does not seem to be an appropriate venue or formal process for older adults in London to find individuals other individuals to homeshare with. The Housing Working Group could explore how to distribute the toolkit or develop a program that facilitates home sharing. It is recommended that the toolkit (provided in the resources of the above section) be reviewed and, if necessary, contact be made with the group who developed it to assist with future directions.



References



- Accessibility for Ontarians with Disabilities Act (2005). Retrieved from <https://www.ontario.ca/laws/statute/05a11/v4>
- Accreditation Canada and The Canadian Home Care Association (2015). *Home care in Canada: Advancing quality improvement and integrated care*. Retrieved from <https://accreditation.ca/sites/default/files/home-care-in-canada-report.pdf>
- Age Friendly London (2015). *Year two progress report: Our vision of an Age Friendly London*. London, ON.
- Born, K. & Laupacis, A. (2012, February 16). Controversies about Community Care Access Centres and Home Care. *Healthy Debate*. Retrieved from <http://healthydebate.ca/2012/02/topic/community-long-term-care/ccac>
- Bruin, M. (2012). Assisted living. In A. T. Carswell (Ed.), *The encyclopedia of housing* (Vol. 2, pp. 30-31). Thousand Oaks, CA: SAGE Publications Ltd. doi: 10.4135/9781452218380.n10
- Burby, R. J., & Rohe, W. M. (1990). Providing for the housing needs of the elderly. *Journal of the American Planning Association*, 56(3), 324-340.
- Burlington Age-Friendly Seniors Council (2015). *The Halton HomeShare Toolkit*. Retrieved from <<http://torontoist.com/wp-content/uploads/2015/04/The-HomeShare-Toolkit-Final.pdf>>
- Canadian Institute for Health Information (2011). Health Care in Canada, 2011: A Focus on Seniors and Aging. Retrieved from https://secure/cihi.ca/free_products/HCIC_2011_seniors_report_en.pdf
- Caring.com (2016). *Independent living services and amenities*. Retrieved from <https://www.caring.com/local/independent-living>
- CBC News (2014, February 9). Almonte considers co-housing development. *CBC News Ottawa*. Retrieved from <http://www.cbc.ca/news/canada/ottawa/almonte-considers-co-housing-development-1.2528719>

- Cheung, M. (2016, February 26). Ontario budget 2016: Where's the money for affordable housing? *CBC News*. Toronto. Retrieved from <http://www.cbc.ca/news/canada/toronto/affordable-housing-toronto-1.3466198>
- Church, E. (2015, November 23). Ontario plans to target home care in overhaul of health care system. *The Globe and Mail*. Retrieved from <http://www.theglobeandmail.com/news/national/ontario-government-to-overhaul-health-care-services/article27447577/>
- City of London. (n.d.). *Section 48: Temporary garden suites*. Retrieved from <https://www.london.ca/business/Planning-Development/zoning-by-law/Documents/CHAPTR48.pdf>
- City of London (2013). *Neighbourhood profiles*. Retrieved from <https://www.london.ca/About-London/community-statistics/neighbourhood-profiles/Pages/default.aspx>
- City of London. (2014). *Age and gender*. Retrieved from <https://www.london.ca/About-London/community-statistics/population-characteristics/Pages/Age-and-Sex.aspx>
- City of London. (2016). *Affordable private market housing rentals*. Retrieved from <https://www.london.ca/residents/Housing/Finding-Housing/Pages/Affordable-Housing.aspx>
- CMHC (2000). *FlexHousingTM: Building adaptable housing*. Retrieved from <http://www.cmhc-schl.gc.ca/odpub/pdf/62482.pdf?fr=1404592358431>
- CMHC (2008). *Impacts of the aging of the Canadian population on housing and communities*. Retrieved from www.cmhc.ca
- CMHC (2015). *What is FlexHousingTM*. Retrieved from <http://www.cmhc.ca/flex/en/lemo.cfm>
- CMHC (2016a). *The cost of FlexHousingTM*. Retrieved from http://www.cmhc.ca/en/inpr/rehi/rehi_005.cfm
- CMHC (2016b). *Garden suites*. Retrieved from https://cmhc-schl.gc.ca/en/co/acho/acho_013.cfm

- CMHC (2016c). Guide to co-operative housing. Retrieved from <http://www.cmhc.ca/en/co/buho/gucoho/>
- Comfort Life (2014). *Congregate living retirement homes*. Retrieved from <http://www.comfortlife.ca/retirement-communities/congregate-living-retirement-homes>
- Community Development Halton (2013). *Community lens #83: One person households and living alone individuals*. Retrieved from: <http://www.cdhalton.ca/communitylens/471-cl-83-02-13>
- Community Development Halton. (2014). *Social profile of Halton region 2014*. Retrieved from: <http://www.cdhalton.ca/reports-list/547-social-profile-2014>
- D. Grant Construction Limited (n.d.). *Gainsborough senior life lease apartments – London, Ontario*. Retrieved from <http://dgrantconstruction.com/portfolio/multi-unit-residentialretirement-residences/gainsborough-senior-life-lease-apartments-london-ontario/>
- Federation of Canadian Municipalities (2015). *Seniors and housing: The challenge ahead*. Retrieved from https://www.fcm.ca/Documents/reports/FCM/Seniors_and_Housing_Report_EN.pdf
- Grace Communities Corporation. (2012). *The Gainsborough*. Retrieved from <http://www.thegainsborough.com/index.html>
- Government of Canada (2006). *Home and community care*. Retrieved from <http://healthycanadians.gc.ca/> from
- Hamilton Niagara Haldimand Brant LHIN (n.d.). *Aging at home strategy*. Retrieved from www.hnhblhin.on.ca
- Jones, A. (2007). *The role of supportive housing for low income seniors in Ontario*. Retrieved from https://www.oanhss.org/oanhssdocs/Issue_Positions/External_Resource_s/CPRN-Role_of_Supp_Hsg_for_Low-Income_Srs_in_Ontario-Dec2007.pdf

Krout, J. A., & Pogorzala, C. H. (2002). An intergenerational partnership between a college and congregate housing facility: How It works, what it means. *The Gerontologist*, 42(6), 853-858.

Lee, J. & Morton, B. (2013, September 18). *Vancouver to make accessibility for seniors, disabled a priority in new house construction*. Retrieved from <http://www.vancouver.sun.com/health/Vancouver+make+a+accessibility+seniors+disabled+priority+house+construction/8935628/story.html>

Links2Aging (n.d.). *Seniors programs*. Retrieved from <http://links2care.ca/services-for-seniors/>

Mikkonen, J., & Raphael, D. (2010). *Social determinants of health: The Canadian facts*. Toronto. Retrieved from <http://www.thecanadianfacts.org>

Ministry of Municipal Affairs and Housing. (2011a). *Municipal Tools for Affordable Housing*. Toronto. Retrieved from <http://www.mah.gov.on.ca/AssetFactory.aspx%3Fdid%3D9270>

Ministry of Municipal Affairs and Housing. (2011b). Garden suites. In *Land Use Planning*. Retrieved from <http://www.mah.gov.on.ca/Page9574.aspx>

Ministry of Municipal Affairs and Housing (2013). *New Accessibility Amendments to Ontario's Building Code*. Retrieved from <http://www.mah.gov.on.ca/Page10546.aspx>

Ministry of Municipal Affairs and Housing. (2014a). *Life lease housing resource guide*. Retrieved from <http://www.mah.gov.on.ca/AssetFactory.aspx?did=10455>

Ministry of Municipal Affairs and Housing. (2014b). *Long-term funding for affordable housing*. Retrieved from <http://www.mah.gov.on.ca/Page10444.aspx>

Myer, C. (2004). The tea and toast syndrome: Psychosocial aspects of congregate dining. *Generations*, 28(3), 92-94. Retrieved from <http://search.proquest.com/docview/212226224/fulltextPDF/DD9C044807874037PQ/1?accountid=15115>

Office of Housing and Construction Standards (2016). New Adaptable Housing Standards in the BC Building Code. Retrieved from <http://housing.gov.bc.ca/building/reg/accessible/index.htm>

Ontario Association of Non-Profit Homes & Services for Seniors. (2016). *Tell me more about seniors' housing*. Retrieved from https://www.oanhss.org/OANHSS/Consumers/About_Seniors_Housing/OANHSS/Navigation/Consumers/AboutSeniorsHousing/About_Seniors_Housin.aspx

Ontario Associations of Community Care Access Centres. (2013). *Health comes home: A conversation about the future of care*. Retrieved from http://healthcareathome.ca/centraleast/en/care/patient/Documents/Health_Comes_Home_Paper_Part_1.pdf

Ontario Ministry of Health and Long-Term Care (2000). 2001/2002 Planning, funding and accountability policies and procedures: A manual for long term care services (8th ed.). Toronto, ON: Ministry of Health and Long-Term Care, Health Care Programs Division.

Ontario Ministry of Health and Long-Term Care. (2010). *Aging in place*. Retrieved from: <http://owcs.ca/wp-content/uploads/AIP-Brochure.pdf>

Ontario Non-profit Housing Association (2013). FocusON: LHINs and the housing system (Volume 4). Retrieved from <https://www.onpha.on.ca/onpha/web/PolicyAndResearch/focusON/Content/PolicyAndResearch/focusON.aspx>

Ontario Non-Profit Housing Association. (2015). *2015 Waiting lists survey: ONPHA'S report on waiting lists statistics for Ontario*. Toronto. Retrieved from https://www.onpha.on.ca/onpha/web/Policyandresearch/Waiting_lists_2015/Content/PolicyAndResearch/Waiting_Lists_2015/2015_Waiting_Lists_Survey.aspx?hkey=64634a36-b6de-46b2-b76b-39541b2ea497

- Ontario Non-Profit Housing Association. (2016). *Non-profit housing in Ontario*. Retrieved from https://www.onpha.on.ca/onpha/web/Non-profit_housing/Types_of_non-profit_housing_/Content/About_Non-Profit_Housing/Types/NPH_in_Ontario.aspx?hkey=4c7bb5ab-75a4-41f5-9b38-85ea89079f4b
- Park, N. S. (2009). The relationship of social engagement to psychological well-being of older adults in assisted living facilities. *Journal of Applied Gerontology*, 28(4), 461-481.
- Region of Peel. (n.d.). *Social housing for seniors*. Retrieved from <https://www.peelregion.ca/housing/initiatives-resources/programs/seniors.htm>
- Roden, P. (2015). *Universal design*. Retrieved from <http://aginginplace.com/aging-in-place-diy/universal-design/>
- Rowley, A. (1996). Mixed-use development: ambiguous concept, simplistic analysis and wishful thinking?. *Planning Practice and Research*, 11(1), 85-98.
- Simcoe County. (2014). *Sunset village*. Retrieved from <http://www.simcoe.ca/LongTermCare/Pages/SunsetVillage.aspx>
- South West Community Care Access Centre (2014). *Apartments with supports in London and Middlesex County*. Retrieved from http://www.southwesthealthline.ca/healthlibrary_docs/
- South West Community Care Access Centre (2014). *Supportive living*. Retrieved from <http://healthcareathome.ca/southwest/en/>
- South West Health Line. (2015). *Fifty plus housing co-operative*. Retrieved from <http://www.southwesthealthline.ca/displayService.aspx?id=12994>
- South West Health Line (2016). *Cheshire*. Retrieved from <http://www.southwesthealthline.ca/displayService.aspx?id=12007>
- Statistics Canada. (2011). *Census in brief: Living arrangements of seniors*. Retrieved from https://www12.statcan.gc.ca/census-recensement/2011/as-sa/98-312-x/98-312-x2011003_4-eng.cfm

- Statistics Canada (2012). Canadians with unmet home care needs. Retrieved from <http://www.statcan.gc.ca/pub/75-006-x/2014001/article/14032-eng.htm#a3>
- Statistics Canada. (2014a). *Canada's population estimates: Age and sex, 2014. The Daily*. Retrieved from <http://www.statcan.gc.ca/daily-quotidien/150929/dq150929b-eng.htm>
- Statistics Canada. (2014b). *Canadian income Survey, 2012. The Daily*. Retrieved from <http://www.statcan.gc.ca/daily-quotidien/141210/dq141210a-eng.pdf>
- The Center for Universal Design, NC State University (2006). *The principles of universal design* [poster]. Retrieved from https://www.ncsu.edu/ncsu/design/cud/pubs_p/docs/poster.pdf
- The Corporation of the City of London. (2016). *A guide to seniors housing: City of London and County of Middlesex*. London. Retrieved from [https://www.london.ca/residents/Housing/Finding-Housing/Documents/A Guide to Seniors Housing-Booklet 2016.pdf](https://www.london.ca/residents/Housing/Finding-Housing/Documents/A%20Guide%20to%20Seniors%20Housing-Booklet%202016.pdf)
- The WestLock Foundation (2013). *Facilities: Smithfield supportive housing*. Retrieved from <http://westlockfoundation.com/facilities/smithfield-supportive-housing/>
- Ward, R. A., Spitze, G. D., & Sherman, S. R. (2005). Attraction to intergenerational housing on a university campus. *Journal of Housing for the Elderly*, 19(1), 93-111.



A Guide to Seniors Housing City of London and County of Middlesex



Housing/Logement

Introduction

The Guide to Seniors Housing is intended as an aid for seniors 60+ or 65+ looking to live in seniors social housing in London and Middlesex County. The guide provides general project information and shows a photo of each housing project that is designated for Seniors only, indicating the age of the building, number of units and specific unit modifications, location, amenities in the neighborhood, etc. for viewing purposes only.

The non-profit housing listed in the guide offers subsidized housing and low end market rent (not subsidized) to seniors with low incomes.

Rent is subsidized by the City of London, Housing Division and is normally set at 30% of household's gross income from all sources such as employment, pensions, investment interest, etc. In addition, there are long waitlists for subsidized housing. To apply for subsidized housing contact the Housing Access Centre at **519-661-0861** or email hac@london.ca

For low end market rent (not subsidized), apply directly to the housing provider listed.

In the past few years, reports and studies in London have identified the need for senior's affordable housing. Various levels of government, local community organizations and private sector firms have cooperated on solutions to the need for affordable housing for seniors.

Through the Investment in Affordable Housing Program, new homes are being created for seniors in the City of London and Middlesex County. These rents are set to be at or below average market rent in the city of London as determined by the Canada Mortgage and Housing Corporation (CMHC). The City has established an income eligibility requirement five (5) times the monthly rent. *Occupancy standards apply.

This affordable housing is not rent-geared-to income housing and the rent will not be subsidized.

Please note

The results produced are for information only and are only accurate to the date collected. We apologize for any incorrect or outdated information and are not liable for any actions or activities as a result of such information. To find the most up-to-date information on how to apply for tenancy in each building, call the contact number shown on each page.

If you discover an error on one of our listings please let us know by emailing us at housing@london.ca and we will endeavor to correct the information.

*Occupancy Standards determine what size of dwelling unit that a rent-geared-to-income household is eligible for (1 bedroom, 2 bedroom, etc.).

These can be found on our website www.london.ca/housing Housing Division Notice HDN#: 2012-177: Local Rule-Occupancy Standards.

Social Housing Programs

There are 64 private non-profit and cooperative housing corporations, governed by Boards of Directors who are responsible for the overall management of the buildings. They housed a mix of people with varying household incomes in their developments.

Private Non-Profit Housing (PNP) - There are 27 private non-profit groups with 37 projects with 1,815 units under City of London administration located throughout the City of London and County of Middlesex.

They are owned by sponsor organizations such as service clubs, church organizations and ethnic groups and are either self-managed or managed through a property management company. Most of the non-profit units are designated for rent-geared-to-income housing and are required to participate in the centralized waiting list, the rest are low end market rent units (not subsidized). To apply for low end market rent go directly to the non-profit housing provider.

Federal Non-Profit Housing (FNP) - There are 20 federal non-profit groups with 27 projects with 1,357 units under City of London administration located throughout the City of London and County of Middlesex.

They are owned by sponsor organizations such as churches and service clubs, and are either self-managed or managed through a property management company. Very few are designated for rent-geared-to-income and they are not required to participate in the centralized waiting list, most are low end market rent (not subsidized). To apply for low end market rent go directly to the non-profit housing provider.

Provincial Co-operative Housing (PCO) - There are 16 non-profit housing co-operatives with 16 projects with 1,122 units under City of London administration located throughout the City of London and County of Middlesex.

They are owned and managed by their occupant members. Each resident becomes a member and has a say in how the co-operative is operated and is expected to help in the day-to-day operations. A Board of Directors is established from members of the co-operative. Most of the Co-operative units are designated for rent-geared-to-income housing and required to participate in the centralized waiting list, the rest are low end market units (not subsidized). To apply for low end market rent go directly to the co-operative.

Public Housing (PH) / Rent-Geared-To-Income (RGI) Housing - Public housing units are rent-geared-to-income (RGI) and are governed and managed by the London & Middlesex Housing Corporation (LMHC). There are 3,282 public housing units that are designated for rent-geared-to-income throughout London and County of Middlesex. LMHC participates in the centralized waiting list.

RGI assisted housing targets the neediest households. Rent does not exceed 30% of the gross household income. Tenants pay rent based on the combined gross income of all households members.

Rent Supplement Program (RS) - The City of London, Housing Division administers and manages 479 rent-geared-to-income units in privately owned buildings, through agreements with landlords under the Rent Supplement Program.

Tenants are referred from the Housing Access Centre social housing wait list to the private landlords. Tenants pay their RGI portion of rent to the private landlord and the City of London provides the rent supplement portion to the landlord; which is the difference between the tenant portion of the rent and the landlord market rent.

Affordable Housing Program (AHP)

The City of London's role under the AHP is working with developers through investment funding to secure a portion of their units as "affordable" meaning that a number of rental units will be made available to the general public at a low end market rate than the average private market rentals and the remaining units will be that average private market rentals. The AHP units are NOT rent-geared-to-income housing. We do not find tenants for these units; the developers (Landlords) find their own tenants. For a listing see page 39-43.

Andover Gardens Seniors Apartment

1 Andover Drive, London, ON

Phone: 519-668-0137



Population Target: Seniors 65+			
Year of Existence: 1983			
Zone: Southwest			
Property Management: Self-managed			
Direction: Corner of Andover and Village Green Adjacent to the sponsoring church			
Building Type: 4-Storey apartment building			
Utilities Included: Yes			
Rent: Low end market rent (rent set at 95% of average market rent)			
Total Units: 53		# Market Rent Units: 28	
# Bedroom Units:	1-Bedroom: 35	2-Bedrooms: 18	
# Wheelchair Accessible Units: 1			
Unit features: Fridge & stove			
Parking: No assigned space			
Building Features: Laundry facilities, common room			
Amenities: Close to Westmount Mall on bus route, churches, dental and doctor's offices, variety stores, gas stations, Westminster High School			
Transportation: Access to city buses			

Argyle Manor (A Non-Profit Housing Corp)
 363 Clarke Road, London, ON
 Phone: 519-455-6080



Population Target: Seniors 65+		
Year of Existence: 1989		
Zone: East		
Property Management: M.F. Arnsby Property Management		
Direction: Clark Road south of Dundas Street, opposite Argyle Mall		
Building Type: 6-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 51		# Market Rent Units: 13
# Bedroom Units:	1-Bedroom: 34	2-Bedrooms: 17
Wheelchair Accessible Units: 3		
Unit features: Fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, common room		
Amenities: Shopping, groceries, banks, restaurants, churches, Argyle Arena accessible facilities, Ambulance Station		
Transportation: Access to city buses		

Bethany Christian Residences of London-Bethany Place
 2040 Wavell Street, London, ON
 Phone: 519-455-6080



Population Target: Seniors 65+		
Year of Existence: 1991		
Zone: East		
Property Management: M.F. Arnsby Property Management		
Direction: East of Clarke Rd, South of Dundas St; near to Argyle Mall		
Building Type: 5-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 61		# Market Rent Units: 16
# Bedroom Units:	1-Bedroom: 46	2-Bedrooms: 15
Wheelchair Accessible Units: 3		
Unit features: Fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, common room		
Amenities: Argyle Mall, banks, restaurants, churches, Forest Lawn funeral home, hardware store, medical offices, parks		
Transportation: Access to city buses		

Caradoc Housing Corporation-Parkview Manor
 2500 Queen Street, Mt. Brydges, ON
 Phone: 519-245-1105



Population Target: Seniors 65+		
Year of Existence: 1982		
Zone: Strathroy-Caradoc Township		
Property Management: Self-Managed		
Direction: 24km west of London in Strathroy-Caradoc, Central Middlesex between Queen Street and Helen Street.		
Building Type: 2-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 16		# Market Rent Units: 12
# Bedroom Units:	1-Bedroom: 12	2-Bedrooms: 4
Wheelchair Accessible Units: 1		
Unit features: Fridge & stove		
Parking: 9 parking spaces		
Building Features: Laundry facilities, common room		
Amenities: Shopping downtown Mt. Brydges, banks, grocery stores, restaurants, parks, Royal Canadian Legion branch		
Transportation: Taxi service from Mt. Brydges to London		

Chateau Village Community Apartments

252 Tain Street, Parkhill, ON

Phone: 519-473-2427



Population Target: Seniors 65+		
Year of Existence: 1984		
Zone: North Middlesex		
Property Management: Tilley Holmes Inc.		
Direction: 50km north of London in the Town of Parkhill, adjacent to the existing nursing home		
Building Type: 1-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 25		# Market Rent Units: 20
# Bedroom Units:	1-Bedroom: 18	2-Bedrooms: 7
Wheelchair Accessible Units: 4		
Unit features: Fridge & stove		
Parking: No assigned parking		
Building Features: Laundry facilities, common room, mail delivery service, outside patio area, main control entry		
Amenities: Churches, banks, grocery stores, parks, restaurants, Legion Medical Centre, library		
Transportation: Own transportation		

Columbus Non-Profit Housing of Strathroy Inc.-Columbus Estate

305 Oak Avenue, Strathroy, ON

Phone: 519-245-4164



Population Target: Seniors 65+		
Year of Existence: 1990		
Zone: Strathroy-Caradoc Township		
Property Management: McCormick and Zock Inc.		
Direction: Off Carroll Street, West in Strathroy		
Building Type: Ground floor apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 30		# Market Rent Units: 6
# Bedroom Units:	1-Bedroom: 21	2-Bedrooms: 9
Accessible Units: 2		
Unit features: Fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, common room, lockers available for tenants		
Amenities: Walking distance to shopping and some other nearby amenities		
Transportation: Taxi and driving services		

Craigviel Gardens Seniors Citizen Apartments
 221 Main Street, Ailsa Craig, ON
 Phone: 519-293-3215



Population Target: Seniors 65+		
Year of Existence: 1974		
Zone: Middlesex County		
Property Management: Self-Managed		
Direction: In the Village of Alisa Craig in Middlesex County, close to Hwy 7		
Building Type: Ground floor apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 47		
# Bedroom Units:	1-Bedroom: 30	2-Bedrooms: 17
Wheelchair Accessible Units: 2		
Unit features: Fridge & stove		
Parking: One assigned parking per unit		
Building Features: Laundry facilities on main floor, lounge area, inner court yard with benches, day programs, meals, an attached nursing home for physically disable		
Amenities: 2 blocks walking distance to Alisa Craig downtown, variety store, grocery store, drug store, hardware store		
Transportation: Own transportation		

Delaware Lions Non-Profit Apartment Corporation-Davis Manor
 50 Young Street, Delaware, ON
 Phone: 519-652-3385



Population Target: Seniors 65+		
Year of Existence: 1987		
Zone: Middlesex County		
Property Management: Self-Managed		
Direction: About 15 minutes outside of Byron		
Building Type: 2-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 20		# Market Rent Units: 8
# Bedroom Units:	1-Bedroom: 13	2-Bedrooms: 7
Wheelchair Accessible Units: 1		
Unit features: Window air conditioners, fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, common room, two large recreational rooms, vegetable garden space, lounge area, program activities		
Amenities: Community Centre, library, stores, churches		
Transportation: Taxi, own transportation		

Delta Place Co-operative Homes of London Inc.
 166 Berkshire Drive, London, ON
 Phone: 519-472-5690



Population Target: Seniors 65+		
Year of Existence: 1991		
Zone: Southwest		
Property Management: M.F. Arnsby Property Management		
Direction: Near Springbank Drive and Wonderland Road		
Building Type: 6-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 50		# Market Rent Units: 11
# Bedroom Units:	1-Bedroom: 39	2-Bedrooms: 11
Wheelchair Accessible Units: 3		
Unit features: Heat control, fridge & stove		
Parking: one space per unit		
Building Features: Laundry facilities, common room, flower garden, en-suite storage, controlled entry		
Amenities: 1.7km south to Westmount shopping center, parks, mini mart, Berkshire club, churches		
Transportation: Access to city buses		

Glencoe District Lions Non-Profit Housing Inc.-Millstone Manor
 240 Walker Street, Glencoe, ON
 Phone: 519-287-2913



Population Target: Seniors 65+		
Year of Existence: 1988		
Zone: Middlesex County		
Property Management: Self-Managed		
Direction: Corner of McKellar and Walker St; off Mill Street in the village of Glencoe		
Building Type: Ground Floor apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 25		# Market Rent Units: 10
# Bedroom Units:	1-Bedroom: 19	2-Bedroom: 6
Wheelchair Accessible Units: 2		
Unit features: Fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, common room, security entrance, mail delivery, gazebo in courtyard		
Amenities: Banks, post office, grocery store, drug store just 2 blocks away from 240 Walker Street		
Transportation: Access to VON transportation services, Four County transit associated with hospital for handicap, regular riders for a small fee		

Hasting Manor Apartments of Parkhill
 251 Hastings Street, Parkhill, ON
 Phone: 519-294-0181



Population Target: Seniors 65+		
Year of Existence: 1982		
Zone: Middlesex County		
Property Management: Self-Managed		
Direction: East side of Delaware Street in the town of Parkhill		
Building Type: 3-Storey apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 25		
# Bedroom Units:	1-Bedroom: 15	2-Bedrooms: 10
Wheelchair Accessible Units: 2		
Unit features: Fridge & stove		
Parking: Outdoor parking available		
Building Features: Laundry facilities on main floor, common room, VON services		
Amenities: Shopping, banks, a delivery grocery store, parks		
Transportation: Own transportation needed		

Ilderton Community Non-Profit Apartments Corp.
 102 Kennedy Avenue, Ilderton, ON
 Phone: 519-666-2191



Population Target: Seniors 60+		
Year of Existence: 1982		
Zone: Northwest to London		
Property Management: Self-Managed		
Direction: Approximately 15km northwest of London in the Middlesex Centre. North on High Park Road about 10km North of Fanshawe Park Road		
Building Type: Ground Floor apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 20		
# Bedroom Units:	1-Bedroom: 16	2-Bedrooms: 4
Wheelchair Accessible Units: 1		
Unit features: Fridge & stove		
Parking: Outdoor parking available		
Building Features: Laundry facilities, common room, private patio, VON services		
Amenities: Banks, gas station, grocery store, arena, parks, community center, library, churches		
Transportation: Own transportation		

Lambeth Seniors Housing Corporation
 11 Howard Avenue, London, ON
 Phone: 519-652-9913



Population Target: Seniors 60+		
Year of Existence: 1984		
Zone: Southwest		
Property Management: Self-Managed		
Direction: Township of Westminster, Middlesex County east of the north branch of the Talbot Road		
Building Type: Ground Floor apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 25		
# Bedroom Units:	1-Bedroom: 17	2-Bedrooms: 8
Wheelchair Accessible Units: 1		
Unit features: Fridge & stove		
Parking: One assigned parking space per unit		
Building Features: Laundry facilities on main floor, common room, storage room		
Amenities: Banks, grocery store, churches, community and recreational center, library, shopping		
Transportation: Own transportation		

London Jewish Community Village

536 Huron Street, London, ON

Phone: 519-673-3310



Population Target: Seniors 60+		
Year of Existence: 1980		
Zone: North		
Property Management: Self-Managed		
Direction: Corner of Adelaide and Huron Street adjacent to Synagogue and Community Centre		
Building Type: 4-Storey apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 45		
# Bedroom Units:	1-Bedroom: 32	2-Bedrooms: 13
Wheelchair Accessible Units: 8		
Unit features: Fridge & stove		
Parking: One assigned parking per unit		
Building Features: Laundry facilities on each floor except 1 st floor, common room, VON services, overlooking the ravine		
Amenities: Banks, grocery store, drug store churches, parks, shopping		
Transportation: Access to city buses		

London Polonia Towers Inc.-Towers II

440 South Street, London, ON

Phone: 519-681-5774



Population Target: Seniors 60+		
Year of Existence: 1982		
Zone: Downtown East		
Property Management: BGM Property Management & Consulting Inc.		
Direction: East of Wellington Road at the Corner of South Street and Colborne		
Building Type: 7-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 40		# Market Rent Units: 5
# Bedroom Units:	1-Bedroom: 16	2-Bedrooms: 24
Wheelchair Accessible Units: 5		
Unit features: Fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, storage lockers		
Amenities: Close to downtown shopping, parks, churches, variety stores, restaurants, businesses		
Transportation: Access to city buses		

London Polonia Towers Inc.-Towers I
 430 South Street, London, ON
 Phone: 519-681-5774



Population Target: Seniors 60+		
Year of Existence: 1982		
Zone: Downtown East		
Property Management: BGM Property Management & Consulting Inc.		
Direction: East of Wellington Road, corner of South Street and Colbourne adjacent to the sponsoring Polish Church		
Building Type: 7-Storey apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 65		
# Bedroom Units:	1-Bedroom: 51	2-Bedrooms: 14
Wheelchair Accessible Units: 1		
Unit features: Fridge & stove		
Parking: Parking space available		
Building Features: Laundry facilities on main floor, common room with kitchenette and library reading room on each floor, balconies, gardening, fitness center		
Amenities: Close to downtown shopping, parks, churches, variety stores, restaurants, businesses		
Transportation: Access to city buses		

Lonset Non-Profit Housing Corporation-Packwood Place
 90 Base Line Road West, London, ON
 Phone: 519-668-0137



Population Target: Seniors 60+		
Year of Existence: 1982		
Zone: Southwest		
Property Management: Self-Managed		
Direction: West corner of Base Line and Wharncliffe Road		
Building Type: 4-Storey masonry apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 45		
# Bedroom Units:	1-Bedroom: 33	2-Bedrooms: 12
Wheelchair Accessible Units: 1		
Unit features: Fridge & stove		
Parking: Limited parking		
Building Features: Laundry facilities lounge area with a library, workshop area for crafts		
Amenities: Banks, grocery stores drug store churches, parks, shopping, restaurants, gas stations, variety stores		
Transportation: Access to city buses		

Lucan Community Non-Profit Apartment Corporation-Lions Parkview Place
 271 Beech Street, Lucan, ON
 Phone: 519-227-1009



Population Target: Seniors 60+		
Year of Existence: 1988		
Zone: Middlesex County		
Property Management: Self-Managed		
Direction: Corner of Market and Beech Street in the village of Lucan		
Building Type: 3-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 35		# Market Rent Units: 13
# Bedroom Units:	1-Bedroom: 23	2-Bedrooms: 12
Wheelchair Accessible Units: 2		
Unit features: Fridge & stove		
Parking: One space per unit plus additional spots		
Building Features: Laundry facilities on 2 nd floor, common room with kitchenette		
Amenities: One block walking distance to shopping, banks, post office, restaurants, parks		
Transportation: Access to a highway coach bus that arrives in the morning and back in the evening and a school bus that leaves at 7:00a.m. back at 5:30p.m. Small fee required		

Melbourne Housing Corporation-Townline Terrace
 21985 Melbourne Road, Melbourne, ON
 Phone: 519-473-2427



Population Target: Seniors 65+		
Year of Existence: 1989		
Zone: Strathroy-Caradoc		
Property Management: Tilley Holmes Inc.		
Direction: North of Melbourne's main intersection of Hwy 2		
Building Type: Ground floor apartments		
Utilities Included: Yes, with exception of a seasonal air conditioner hydro fee		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 20		# Market Rent Units: 4
# Bedroom Units:	1-Bedroom: 16	2-Bedrooms: 4
Wheelchair Accessible Units: 1		
Unit features: Fridge & stove		
Parking: Non-designated parking		
Building Features: Laundry facilities, lounge area with a kitchen, outdoor patio, controlled entry, mail delivery, satellite service available		
Amenities: On every street and laneway, there are shopping, dining and cultural experiences to discover in Melbourne		
Transportation: Own vehicle		

Odell-Jalna Residences of London-Ottaway Place

235 Grey Street, London, ON

Phone: 519-433-2741



Population Target: Seniors 65+		
Year of Existence: 1992		
Zone: Downtown North		
Property Management: M.F. Arnsby Property Management		
Direction: Of off Wellington Road south of Horton Street and north of Grand Avenue		
Building Type: 9-Storey apartment building		
Utilities Included: No		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 60		
# Bedroom Units:	1-Bedroom: 55	2-Bedrooms: 5
Wheelchair Accessible Units: 3		
Unit features: Fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, common room		
Amenities: Restaurants, banks, drug stores, churches, parks, downtown shopping, businesses		
Transportation: Access to city buses		

P.A.M. Gardens, Non-Profit Housing Inc.-Riverwoods West
 1369 Commissioners Road West, London, ON
 Phone: 519-681-6403



Population Target: Seniors 60+		
Year of Existence: 1992		
Zone: Southwest		
Property Management: Kare Property Management		
Direction: Commissioners Road West and Boler Road		
Building Type: 4-Storey apartment building		
Utilities Included: No		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 54		# Market Rent Units: 17
# Bedroom Units:	1-Bedroom: 21	2-Bedrooms: 33
Accessible Units: 4		
Unit features: Fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, small common room		
Amenities: Parks, churches, variety stores, restaurants, library, shopping, drug store, grocery store, animal clinic		
Transportation: Access to city buses		

Sherwood Forest (Trinity) Housing Corp-Trinity Place
 570 Gainsborough Road, London, ON
 Phone: 519-657-4214



Population Target: Seniors and frail elderly must be 65+ if requiring a modified unit or supportive housing		
Year of Existence: 1989		
Zone: Northwest		
Property Management: Self-Managed		
Direction: Off Wonderland Road North behind Sherwood Forest Mall		
Building Type: High rise apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 66		# Market Rent Units: 15
# Bedroom Units:	1-Bedroom: 47	2-Bedrooms: 19
Wheelchair Accessible Units: 4		
Unit features: Fridge, stove, grab bars in bathroom, silent safety monitoring system		
Parking: One space assigned for car owners		
Building Features: On-site staff for personal care, homemaking services, therapeutic whirlpool tub, church on site, controlled entry		
Amenities: Banks, grocery stores drug store churches, parks, shopping, restaurants, gas stations, Aquatics Centre, restaurants		
Transportation: Access to city buses		

Strathroy & District Christian Retirement Association Inc.-Trillium Village I
 400 Dominion Street, Strathroy, ON
 Phone: 519-245-3830



Population Target: Seniors 60+		
Year of Existence: 1983		
Zone: Strathroy-Caradoc		
Property Management: Self-Managed		
Direction: West of London in the town of Strathroy		
Building Type: Ground floor apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 45		
# Bedroom Units:	1-Bedroom: 31	2-Bedrooms: 14
Wheelchair Accessible Units: 5		
Unit features: Fridge & stove		
Parking: Designated parking for tenants and visitor's parking		
Building Features: Laundry facilities on the ground floor, common room with pool table, hair dressing salon on ground floor, small coffee shop, wellness class every two weeks		
Amenities: 3 blocks to hospital and churches, grocery store and shopping 2 minutes by car		
Transportation: Own transportation		

Strathroy & District Christian Retirement Association Inc.-Trillium Village II
 400 Dominion Street, Strathroy, ON
 Phone: 519-245-3830



Population Target: Seniors 65+		
Year of Existence: 1987		
Zone: Strathroy-Caradoc		
Property Management: Self-Managed		
Direction: West side of Dominion Street, south of Saulsbury Street in Strathroy		
Building Type: Ground floor apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 25		# Market Rent Units: 10
# Bedroom Units:	1-Bedroom: 16	2-Bedrooms: 9
Wheelchair Accessible Units: 1		
Unit features: Fridge & stove		
Parking: One space per licensed driver		
Building Features: Laundry facilities on main floor, common room with pool table, auditorium and stores		
Amenities: 2-3 minutes to downtown Strathroy for all amenities and 1 minute to Strathroy hospital		
Transportation: Taxi and VON service by making arrangements		

Wardsville Apartments
 1809 Longwoods Road, Wardsville, ON
 Phone: 226-272-4909



Population Target: Seniors 60+		
Year of Existence: 1981		
Zone: Middlesex County		
Property Management: Self-Managed		
Direction: 45 minutes from London to Wardsville on Hwy 2 going to Chatham		
Building Type: 3-Storey walk-up apartment building (no elevator)		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 12		
# of Bedroom Units:	1-Bedroom: 6	2-Bedrooms: 6
Wheelchair Accessible Units: 0		
Unit features: Fridge & stove		
Parking: Assigned parking, free additional parking for second vehicle		
Building Features: Laundry facilities, VON services, meals on wheels		
Amenities: Churches, banks, post office, variety store, walking distance to nursing home, rest home, 2 minutes driving to hospital, grocery delivery from Glencoe, transit system from the hospital for a small fee for those who want to go shopping		
Transportation: Own transportation		

Warner Place Seniors' Residence
 430 William Street, London, ON
Drop in on site or call: 416-503-0533



Population Target: Seniors 60+		
Year of Existence: 1985		
Zone: Downtown North		
Property Management: S & T Housing Management Service		
Direction: Behind Bishop Cronyn Memorial church, between Queens Ave and William St.		
Building Type: 7-Storey apartment building		
Utilities Included: Yes		
Rent: Low end market rent with some rent supplement units		
Total Units: 61		
# Bedroom Units:	1-Bedroom: 42	2-Bedrooms: 19
Wheelchair Accessible Units: 3		
Unit features: Fridge & stove		
Parking: Assigned limited parking		
Building Features: Laundry facilities, lounge area, recreation room, security system, 24hrs on site superintendent		
Amenities: Walking distance to Dundas Street downtown London to all amenities		
Transportation: Access to city buses		

West Missouri Non-Profit Seniors Complex
 21823 Fairview Road, Thorndale, ON
 Phone: 519-452-3918



Population Target: Seniors 65+		
Year of Existence: 1986		
Zone: East of London		
Property Management: Self-Managed		
Direction: Approximately 7km east of London		
Building Type: Ground level apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 20		
# Bedroom Units:	1-Bedroom: 14	2-Bedrooms: 6
Wheelchair Accessible Units: 0		
Unit features: Fridge & stove		
Parking: One assigned parking per unit		
Building Features: Laundry facilities, common game area, hair dressing salon		
Amenities: Banks, Community Centre, hardware store, restaurants, stores		
Transportation: Own transportation		

William Mercer Wilson Non-Profit Centre (London) Inc.
 331 Commissioners Road West, London, ON
 Phone: 519-474-0567



Population Target: Seniors 60+		
Year of Existence: 1992		
Zone: Southwest		
Property Management: Self-Managed		
Direction: Commissioners Road just west of off Beechwood		
Building Type: 9-Storey apartment building		
Utilities Included: No		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 86		# Market Rent Units: 22
# Bedroom Units:	1-Bedroom: 60	2-Bedrooms: 26
Wheelchair Accessible Units: 9		
Unit features: Fridge & stove, grab bar support in washroom		
Parking: \$15.00 per month for assigned parking above ground		
Building Features: Laundry facilities on main floor, common room, activity room for recreation and exercising, lounge area, on-site seniors programs, guest suite, barrier-free access, extra lighting in corridors, hallway railings		
Amenities: Close to Westmount Mall, restaurants, banks, drug stores, churches, parks, medical/dental offices, businesses		
Transportation: Access to city buses		

WLK Seniors Assistance Association Inc-Thamesview Terrace

75 Albert Street, London, ON

Phone: 519-439-4871



Population Target: Seniors 65+				
Year of Existence: 1958				
Zone: Downtown North				
Property Management: R. J. Few & Associates Ltd.				
Direction: Southeast corner of Albert and Ridout Street				
Building Type: 7-Storey mid-rise apartment building				
Utilities Included: Yes				
Rent: Low end market rent (rent set at 95% of average market rent)				
Total Units: 49				
# Bedroom Units:	1-Bedroom: 29	2-Bedrooms: 19	3-Bedrooms: 1	Penthouse: 2
Wheelchair Accessible Units: 0				
Unit features: Fridge & stove, floors are wood parquet except the Penthouse				
Parking: 34 controlled access underground parking space and additional 34 parking space				
Building Features: Laundry facilities located on each floor, large spacious balconies				
Amenities: Three blocks from downtown shopping and restaurants				
Transportation: Access to city buses				

Wonderland Non-Profit Housing Corp-Kirby Manor
 199 Commissioners Road West, London, ON
 Phone: 519-455-6080



Population Target: Seniors 65+		
Year of Existence: 1989		
Zone: Southwest		
Property Management: M.F. Arnsby Property Management		
Direction: Commissioners Rd West of Wharncliffe at Viscount		
Building Type: 7-Storey apartment building		
Utilities Included: Yes		
Rent: is set at 30% of household's gross income from all sources		
Total Units: 60		# Market Rent Units: 12
# Bedroom Units:	1-Bedroom: 44	2-Bedrooms: 16
Wheelchair Accessible Units: 3		
Unit features: Fridge & stove		
Parking: One space per unit		
Building Features: Laundry facilities, common room		
Amenities: 1.8km southwest to Westmount Shopping Mall, close to churches, banks, parks, grocery stores, medical center, restaurants		
Transportation: Access to city buses		

Zerin Development Corporation-Zerin Place
 303 Commissioners Road West, London, ON
 Phone: 519-472-3862



Population Target: Seniors 65+		
Year of Existence: 1985		
Zone: Southwest		
Property Management: Self-Managed		
Direction: Corner of Andover and Commissioners Rd W., near to William Mercer Wilson Non-Profit		
Building Type: 4-Storey apartment building		
Utilities Included: Yes		
Rent: Low end market rent (rent set at 95% of average market rent)		
Total Units: 40		
# Bedroom Units:	1-Bedroom: 26	2-Bedrooms: 14
Wheelchair Accessible Units: 1		
Unit features: Fridge & stove		
Parking: One assigned space per unit		
Building Features: Laundry facilities on first floor, lounge area common room for social activities		
Amenities: 1.6km southwest to Westmount Shopping Mall, close to banks, grocery stores churches, parks, restaurants, gas stations, variety stores, restaurants		
Transportation: Access to city buses		

**30 Base Line Road, London, ON
Tel: 519-661-0861**



Population Target: Seniors 60+	
Year of Existence: 1968	
Zone: Southwest	
Management: London & Middlesex Housing Corporation (LMHC)	
Direction: West of Wharncliffe Road, north of Commissioners Road	
Building Type: 10-Storey wheelchair accessible apartment building with elevators	
Restrictions: Pet policy as per City by-law	
Utilities Included: Yes	
Rent: Do not offer low end market rent. All units are rent-geared-to-income housing and the rent is subsidized at 30% of household's gross income from all sources. To apply for subsidized units you must go through the Housing Access Centre.	
Total Units: 151	
# Bedroom Units:	1-Bedroom: 151
Unit Features: Fridge and stove	
Parking: 42 spaces	
Building Features: Laundry facilities, controlled entry, 24-hour security cameras, lounge	
Amenities: Shopping, banks, churches, schools, parks, restaurants	
Transportation: Access to City buses	

**1194 Commissioners Road West, London, ON
Tel: 519-661-0861**



Population Target: Seniors 60+	
Year of Existence: 1968	
Zone: Southwest	
Management: London & Middlesex Housing Corporation (LMHC)	
Direction: West of Byron Base Line Road, east of Boler Road	
Building Type: 7-Storey wheelchair accessible apartment building with elevators	
Restrictions: Pet policy as per City by-law	
Utilities Included: Yes	
Rent: Do not offer low end market rent. All units are rent-geared-to-income housing and the rent is subsidized at 30% of household's gross income from all sources. To apply for subsidized units you must go through the Housing Access Centre.	
Total Units: 126	
# Bedroom Units:	1-Bedroom: 126
Unit Features: Fridge and stove	
Parking: 32 parking space with some handicaps	
Building Features: laundry facilities, controlled entry, 24-hour security cameras, lounge	
Amenities: Shopping nearby, churches, drug store, banks, parks	
Transportation: Access to city buses	

632 Hale Street, London, ON
 Phone: 519-661-0861



Population Target: Seniors 60+
Year of Existence: 1968
Zone: East
Management: London & Middlesex Housing Corporation (LMHC)
Direction: South of Dundas Street, east of Highbury Avenue
Building Type: 8-storey wheelchair accessible apartment building with elevators
Restrictions: Pet policy as per City by-law
Utilities Included: Yes
Rent: Do not offer low end market rent. All units are rent-geared-to-income housing and the rent is subsidized at 30% of household's gross income from all sources. To apply for subsidized units you must go through the Housing Access Centre.
Total Units: 146
Bedroom Units: 1-Bedroom: 146
Unit Features: Fridge and stove
Parking: 37 spaces
Building Features: laundry facilities, controlled entry, 24-hour security cameras, lounge
Amenities: Shopping, churches, parks, banks, grocery store, drug store, restaurants
Transportation: Access to City buses

170 Kent Street, London, ON
Phone: 519-661-0861



Population Target: Seniors 60+	
Year of Existence: 1968	
Zone: North downtown	
Management: London & Middlesex Housing Corporation (LMHC)	
Direction: North of Dundas Street, west of Richmond	
Building Type: 12-Storey wheelchair accessible apartment building with elevators	
Restrictions: Pet policy as per City by-law	
Utilities Included: Yes	
Rent: Do not offer low end market rent. All units are rent-g geared-to-income housing and the rent is subsidized at 30% of household's gross income from all sources. To apply for subsidized units you must go through the Housing Access Centre.	
Total Units: 146	
# Bedroom Units:	1-Bedroom: 146
Unit Features: Fridge and stove	
Parking: 37 spaces	
Building Features: laundry facilities, controlled entry, 24-hour security cameras, lounge	
Amenities: Shopping, churches, parks, banks, grocery stores, drug stores, restaurants	
Transportation: Access to city buses	

**202 McNay Street, London, ON
Phone: 519-661-0861**



Population Target: Seniors 60+	
Year of Existence: 1968	
Zone: Northeast	
Management: London & Middlesex Housing Corporation (LMHC)	
Direction: North of Cheapside Street, west of Highbury Avenue	
Building Type: 11-Storey wheelchair accessible apartment building with elevators	
Restrictions: Pet policy as per City by-law	
Utilities Included: Yes	
Rent: Do not offer low end market rent. All units are rent-geared-to-income housing and the rent is subsidized at 30% of household's gross income from all sources. To apply for subsidized units you must go through the Housing Access Centre.	
Total Units: 252	
# Bedroom Units:	1-Bedroom: 252
Unit Features: Fridge and stove	
Parking: 90 spaces, 16 handicap	
Building Features: laundry facilities, controlled entry, 24-hour security cameras, lounge	
Amenities: Shopping, churches, parks, banks, variety stores, drug stores, parks, restaurants	
Transportation: Access to city buses	

85 Walnut Street, London, ON
Phone: 519-661-0861



Population Target: Seniors 60+	
Year of Existence: 1968	
Zone: West	
Management: London & Middlesex Housing Corporation (LMHC)	
Direction: South of Riverside Drive, west of Wharncliffe Road	
Building Type: 14-Storey wheelchair accessible apartment building with elevators	
Restrictions: Pet policy as per City by-law	
Utilities Included: Yes	
Rent: Do not offer low end market rent. All units are rent-geared-to-income housing and the rent is subsidized at 30% of household's gross income from all sources. To apply for subsidized units you must go through the Housing Access Centre.	
Total Units: 132	
# Bedroom Units:	1-Bedroom: 132
Unit Features: Fridge and stove	
Parking: 76 spaces, 7 handicap	
Building Features: laundry facilities, controlled entry, 24-hour security cameras, lounge	
Amenities: Shopping, churches, parks, banks, variety stores, drug stores, parks, restaurants	
Transportation: Access to city buses	

Centertown Apartments
 637 Dundas Street, London, ON
 Phone: 519-702-6605



Population Target: Seniors 60+		
Year of Existence: 2012		
Zone: East core London		
Management: Self-Managed.		
Direction: Just East of Adelaide and Dundas Street		
Building Type: 8-Storey masonry apartment building: 4-Storey fronting Dundas Street and the other 4-Storey fronting Marshall Street. Both buildings linked by a glazed corridor		
Utilities Included: Heat and water included in rent. Tenants pays for hydro		
Rent: Not rent-geared-to-income housing and the rent will not be subsidized. For rental inquiries and vacancies call directly to the phone number listed above		
Total Units: 72		
# Bedroom Units:	1-Bedroom: 64	2-Bedrooms: 8
Wheelchair Accessible Unit: 7		
Unit Features: Fridge, stove and air conditioner		
Parking: One level of underground parking for 30 cars. Parking fee is \$25.00 per month		
Building Features: Laundry facilities, balconies, ground floor includes 6 commercial units, a common room, bicycle storage, two landscape interior courtyards		
Amenities: Walking distance to a wider variety of shopping, restaurants, churches, shopping, hair stylist shops, variety stores and much more		
Transportation: Access to all city buses		

Glencoe Senior's Apartments-Phase I & II
 173 Main Street, Glencoe, ON
 Phone: 519-471-5741



Population Target: Seniors 60+	
Year of Existence: 2010	
Zone: Southwest Middlesex County	
Management: Self-Managed.	
Direction: Situated within the core of Glencoe on the north side of Main Street.	
Building Type: Two 1-Storey apartment building	
Utilities Included: Yes, except a surcharge may be applied to the rent for the months that tenants utilize air conditioners	
Rent: Not rent-geared-to-income housing and the rent will not be subsidized. For rental inquiries and vacancies call directly to the phone number listed above	
Total Units: 12, (Two buildings with 6 units each)	
# Bedroom Units:	1-Bedroom: 12
Wheelchair Accessible Unit: 12	
Unit Features: Fridge and stove	
Parking: Available	
Building Features: California shutters on all windows, designated wall opening for unit air conditioning, laundry facilities, common room with kitchenette	
Amenities: Two grocery stores, pharmacy and local health professionals.	
Transportation: Own transportation	

Komoka Seniors Apartments
 113 Hamilton Street, Komoka, ON
 Phone: 519-666-0105



Population Target: Seniors 60+		
Year of Existence: 2009		
Zone: Middlesex County		
Management: Self-Managed.		
Direction: A small town about 20 minutes west of London		
Building Type: Single level apartment building		
Utilities Included: Heat and water are included in the rent and hydro is at the tenants additional cost.		
Rent: Not rent-geared-to-income housing and the rent will not be subsidized. For rental inquiries and vacancies call directly to the phone number listed above		
Total Units: 20		
# Bedroom Units:	1-Bedroom: 10	2-Bedroom: 10
Wheelchair Accessible Unit: 20		
Unit Features: Fridge, stove and programmable thermostat		
Parking: Available, one per unit		
Building Features: A beautiful and peaceful landscaped setting, with on-site laundry facilities, and a common room with fireplace and kitchen available for tenant functions		
Amenities: Wellness Center, parks, downtown Food Town, Post Office area, at intersection there are banks, gas stations and variety stores, restaurants, and hair salon		
Transportation: Own transportation		

Residenza Italia
 1109 Hamilton Road, London, ON
 Phone: 519-455-6080



Population Target: Seniors 60+	
Year of Existence: 2011	
Zone: East London	
Management: M. F. Arnsby Property Management	
Direction: On Hamilton Road just west of Gore Road	
Building Type: 5-Storey apartment building	
Utilities Included: Gas heating is at the tenants additional cost	
Rent: Not rent-geared-to-income housing and the rent will not be subsidized. For rental inquiries and vacancies call directly to the phone number listed above	
Total Units: 52	
# Bedroom Units:	1-Bedroom: 52
Wheelchair Accessible Unit: 4	
Unit Features: Fridge and stove, programmable thermostat	
Parking: Large parking lot. No designated parking	
Building Features: On-site laundry facilities on 2 nd floor, some units have balcony, controlled entry, common room with kitchen available for tenant functions	
Amenities: Churches, banks, parks, variety stores, grocery stores, restaurants	
Transportation: Access to city buses	

Woodfield Apartments
 390 Princess Avenue, London, ON
 Phone: 226-927-2900



Population Target: Seniors 60+			
Year of Existence: 2010			
Zone: Downtown core			
Management: Self-Managed.			
Direction: Located between Waterloo and Colborne Street			
Building Type: 5-Storey apartment building			
Utilities Included: Yes			
Rent: Not rent-geared-to-income housing and the rent will not be subsidized. For rental inquiries and vacancies call directly to the phone number listed above			
Total Units: 52			
# Bedroom Units:	Bachelor: 10	1-Bedroom: 40	2-Bedrooms: 2
Wheelchair Accessible Unit: 4			
Unit Features: Fridge and stove, standing shower, new cupboards, counters			
Parking: Onsite parking. No designated parking			
Building Features: Heritage building with brand new elevator, interior floor structure, electrical and plumbing, on-site laundry facilities, controlled entry			
Amenities: Central downtown to churches, banks, parks, grocery stores, restaurants,			
Transportation: Private buses available for transportation to the grocery store (free of charge), access to city buses central downtown			

Aboriginal Housing

Aboriginal housing in the city of London is sponsored by At^lohsa Native Family Healing Services and the Native Four Feathers Housing Co-operative.

For vacancies and rental information please contact them directly at the phone number shown.

205 Commissioners Road West, London, ON

Phone: 519-667-3328

Target: Aboriginal seniors

37 Tecumseh Ave. West, London, ON

Four Feathers Housing Co-operative Inc.

Phone: 519-667-3328

Target: Aboriginal seniors

219 St. George Street, ON

Phone: 519-438-0068

Target: Aboriginal families, adults and seniors

Applying for Social Housing

To apply for rent-geared-to-income social housing, public, non-profit, co-operative housing as well as rent supplement programs in the City of London and County of Middlesex you can either go to our website to download and print the application package or call, email or drop by the Housing Access Centre for application forms.

Housing Access Centre (HAC)

Citi Plaza, 355 Wellington Street

Suite 248, 2nd Floor

London, ON N6A 3N7

Phone: 519-661-0861 Fax: 519-661-4466

Email: hac@london.ca

Website: www.london.ca/housing

Regular business hours:

Monday, Wednesday, Thursday and Friday: 8:30a.m. – 4:30p.m.

Tuesday: 8:30a.m. – 6:00p.m.

Housing Access Centre is responsible for:

- maintaining the coordinated access /centralized waiting list system;
- the subsidiary waiting lists that respect an applicant's housing preference by housing project;
- centralized source for information on social housing, options to applicants and agencies, including mandates, location, types of units and special needs housing;
- application intake and initial eligibility screening

Please Note: The Housing Access Centre does not offer housing to applicants, predict or guess when you will be housed. They do not provide emergency shelters or housing.

Qualifying for Social Housing

To qualify for social housing programs in the City of London and the County of Middlesex, applicants must be:

- 16 years of age or older and be able to live independently.
- Each member must be a Canadian Citizen, Landed Immigrant, or Refugee Claimant under the *Immigration and Refugee Protection Act (Canada)*.
- No member of household has a deportation order, departure or exclusion order under the *Immigration and Refugee Protection Act (Canada)*.
- No member of household owes arrears, for either rent or damage to any Ontario social housing units. If you owe any arrears (including money for damages) to a social housing provider and/or London & Middlesex Housing Corporation, you should arrange to repay it with that landlord. You must have a signed repayment agreement in place in order to be placed on the Waitlist. Remember that you will not be offered Rent-Geared-to-Income-Housing until the entire arrears amount is paid in full.
- No member of household have been convicted of an offence under Section 55 of the *Housing Services Act, 2011*, or a crime under the *Criminal Code (Canada)* within the last two years, in relation to the receipt of rent-geared-to-income assistance. Some exemptions may apply.
- No member of household owns residential property suitable for year-round occupancy must agree to sell it within six months of being housed. Extensions may apply.

Application Forms

Applicants must first fill out the two main application forms:

1. **Application for RGI Housing**
2. **Building Selection Form for RGI Housing**

Additional Application Forms

There are a number of additional application forms for applicants who are in urgent need of housing. These forms are for:

- Special Priority Status
- Urgent Status

To be considered for special priority or urgent status, applicants must fill out the appropriate application form(s) that best suit their needs and attach the forms to their main Application Forms 1 and 2.

Special Priority Status

This special priority status is reserved for applicants who have been abused by another individual residing in their household. The abuser could be a spouse, parent, child or other relative. If you want to request Special Priority, you must fill out the following forms:

- **Request for Special Priority**
- **Verification of Abuse for Special Priority.**

Urgent Status

This urgent status is for applicant(s) whose personal safety is significantly at risk and legal interventions have been exhausted. To apply for urgent status you must complete one of the following forms:

- **Request for Urgent Homeless Status,**
- **Request for Urgent Medical Status, or**
- **Request for Urgent Social Status**

Please Note:

- APPLICATIONS WILL NOT BE ACCEPTED BY FAX
- All documents can be photocopied for you at the Housing Access Centre.
- All Application Forms have information and instructions regarding the requirements to be eligible.
- The Additional forms can be obtained at the Housing Access Centre or on our website.

Documents Required

The following is a list of all the required documents that must be provided with your application for everyone listed on the application form. Some items may not apply to some individuals.

- Copies of Canadian birth certificates, Canadian passport, landed immigrant, permanent resident card or refugee claimant documents for ALL members of the household.
- Custody documentation or agreement (i.e. Court/lawyer/CAS, ex-partner, etc.).
- Copy of a repayment schedule for anyone in your household who owes money to an Ontario social housing.
- Copies of ALL household monthly income of you and all persons who will be living with you.
- Self-employed - please provide proof of income such as your latest income tax, investment Interest income, pay stubs, etc.
- Copies of owned assets of all household.
- If pregnant, provide proof of pregnancy i.e. doctors note or ultra sound picture.

- If you are claiming homelessness, abuse, a serious medical condition, a dangerous or life threatening situation, etc., proof is required from someone in a professional position (court/lawyer/doctor/police/worker).

Remember to bring all required documents. Applications submitted without the requested documents will not be processed. You will be advised in writing that your application is incomplete and you will NOT be placed on the waiting list, until all the required documents are received.

Submitting your Application

Once your application is completed with all required documents attached, you can deliver or mail to the Housing Access Centre, 355 Wellington Street, Suite 248, London, ON N6A 3N7.

Once your application package is received a staff member at the Housing Access Centre will review your application for completeness and eligibility. A letter will then be mailed to you informing you about your status. You will then be put on the waiting list. Incomplete applications and/or missing documents may be returned to you unprocessed and you will not be placed on the waiting list.

The Centralized Waiting List

The Housing Access Centre maintains a centralized waiting list for Social Housing rent-geared-to-income (RGI) housing. There are more than 1,600 households on the centralized waiting list.

As part of the application process:

- You are required to fill out a Building Selection Sheet to indicate which zone(s), building(s) you prefer to live in. This is included in the application package.
- The Housing Access Centre will then put you on the Centralized Waiting List, if eligible, so that the housing provider(s) you selected will find your name on their waitlist.
- Your application start date for rent-geared-to-income assistance on the centralized waiting list will be the day it was received by the Housing Access Centre.
- When you are considered for housing, the housing provider (landlord) will then be your contact and will call you to view a unit for the apartment/townhouse you have chosen.
- If the housing provider (landlord) is unable to contact you, they may remove you from their waitlist and the unit will be given to the next person.
- To ensure a housing provider is able to contact you when offering a unit, it is in your best interest and your responsibility to contact the Housing Access Centre to report any address, phone number and/or income change as well as changes to the number of people on your application.
- By NOT updating your application as changes happen, you take the risk of having your file cancelled. However, you will have one year to reactivate your application, after which time you will be required to reapply and your name will be placed at the bottom of the waiting list.
- You only have three (3) refusals to an offer of housing, after which, you will cease to be eligible for rent-geared-to-income assistance and your application will be removed from the waiting list.
- If your application is cancelled and you wish to re-apply you will be required to fill out another application and you will be given a new start date.
- The only way you will move up on the waitlist is when applicants ahead of you on the list are offered housing.
- You will be offered housing when you are #1 on the waitlist through the Housing Provider that you selected.
- The staff at the Housing Access Centre cannot predict or guess when you will be housed. It will depend on the status your file was given, the date you applied for housing, and your housing selections.
- Applicants with special priority status go to the top of the waiting list because of their need for affordable housing providing they meet the eligibility criteria for RGI assistance.

Rent Calculations

Generally, the rent is calculated at 30% of household's gross income from all sources such as employment, pensions, investment interest, etc. Adjustments are made for utilities that are included or excluded from the rent.

Household Income

The following **Household Income Limits** as per O. Reg. 370/11, Schedule 2, Section 2, is:

Area	Bachelor unit	1-bedroom unit	2-bedroom unit	3-bedroom unit	4-bedroom unit +
Municipality of Middlesex Centre, City of London, Municipality of Thames Centre	\$27,000	\$33,500	\$41,000	\$50,500	\$61,500
Rest of the service area	\$27,000	\$33,500	\$41,000	\$50,500	\$61,500

The following **High Needs Household Income Limits** as per O. Reg. 370/11, Schedule 1, S1, is:

Area	Bachelor unit	1-bedroom unit	2-bedroom unit	3-bedroom unit	4-bedroom unit +
Municipality of Middlesex Centre, City of London, Municipality of Thames Centre	\$16,500	\$20,400	\$24,600	\$30,300	\$36,900
Rest of the service area	\$16,500	\$20,400	\$24,600	\$30,300	\$36,900

Income cannot go above these figures. You may apply for a market rent unit by going directly to the housing provider.

Appeal Process

- 1) You, the applicant have the right to appeal any decision(s) made by the Housing Access Centre regarding your Application for Rent-Geared-to-Income Housing by filling out an Internal Review Application.
- 2) You, a social housing tenant/member have the right to appeal certain decision(s) if not agree with made by a housing provider by filling out an Internal Review Application.

To obtain the Social Housing INTERNAL REVIEW Information and Application Form, please call 519-661-0861, email hac@london.ca or drop by the Housing Access Centre or go on our website www.london.ca/housing and download and print the application.

Please Note:

- Internal Reviews are specific to social housing/rent-geared-to-income issues governed under the *Housing Services Act, 2011* and related local rules. It DOES NOT INCLUDE matters that fall under the *Residential Tenancies Act, 2006* or issues related to co-operative housing.

Housing Referral Services

The housing referral services listed below are services that may help individuals and families on limited incomes who live in London and Middlesex County. We invite you to visit the website of each referral services for more information or contact them by telephone.

Aboriginal Housing Services, Ontario (OAHS)

Tel. 519-786-3211

Toll Free: 1-800-492-1605

www.ontarioaboriginalhousing.ca

The aim of OAHS is to provide affordable and adequate housing services to urban and rural Aboriginal people in Ontario requiring assistance adequate to their needs at a cost within their means.

Addictions Supportive Housing (ASH)

Tel. 519-673-3242

www.adstv.on.ca

The program is designed to assist people in London and County of Middlesex who have trouble maintaining housing due to their substance use and are looking to make positive changes in their life. There are Intensive Addictions Case Managers who work with clients to develop an individualized approach to treatment.

Community Care Access Centre (CCAC)

356 Oxford Street West, London

Tel.: 519-473-2222

Toll Free: 1-800-811-5146

www.healthcareathome.ca/southwest/en

A legislated central service funded by the Ontario Ministry of Health to help seniors and others find the appropriate placements in long-term care facilities.

Habitat for Humanity London Inc.

Unit 1, 45 Pacific Court, London

Tel. 519-455-6623

www.habitat4home.ca/

This is a non-profit, non-governmental organization that builds new homes for low-income families.

“Help Yourself Through Hard Times”

Information London

Tel. 519-432-2211

www.info.london.on.ca/helping.asp

This is a directory that lists services that provide assistance in the form of basic material aid and emotional or social support to people on limited incomes during times of financial hardship.

Housing Stability Bank, The Salvation Army, Centre of Hope

Tel. 519-964-3663

www.housing@centreofhope.ca

Provide small grants and interest-free loans to assist Londoners with low income in obtaining and retaining their housing and to keep those at risk of homelessness housed.

London CAREs

(London Community Addiction Response Strategy)

Crisis Line: 519-661-2273

www.adstv.on.ca/our-programs/london-cares

Focus on improving the health and housing outcomes to homeless individuals who live with the effects of poverty, addiction and mental illness.

London Community Resource Centre

652 Elizabeth Street, London

Tel. 519-432-1801

www.lcrc.on.ca

A non-profit community resource centre provides support services to individuals, with a particular focus on employment, housing and referral services.

London Inter-Community Health Centre

659 Dundas Street East, London

Tel. 519-660-0874

www.lihc.on.ca

Provide services for people who are homeless. Services include health care, screenings, counselling, advocacy, outreach and crisis intervention, and help to apply for a birth certificate.

London Housing Registry (LHR)

Suite 203, 379 Dundas Street, London

Tel. 519-434-3344

www.londonhousingregistry.com

A non-profit housing service that assists families and individuals in a housing crisis find affordable housing in the private sector. They recruit landlords/local property management companies on an on-going basis in order to link appropriate clients to available apartments, rooming houses and sharing arrangement.

March of Dimes, Ontario

Home and Vehicle Modification Program (HVMP)

291 King Street, 3rd Floor, London

Tel: 519-642-3700

Toll-Free: 1-877-369-4867

www.marchofdimes.ca/en

It assists permanent Ontario residents of any age (children to adults/seniors) who have a physical disability to continue living in their homes for basic home and/or vehicle modifications. As there is limited funding, they encourage Applicants to first access any other sources available to the public or private funding before applying to this program.

Middlesex-London Health Unit

Tel: 519-663-5317 Ext. 2300

www.healthunit.com

A health inspector is available to assess squalid living conditions. If you have questions or concerns about a possible housing complaint which can directly impact your health and want to speak to a Public Health Inspector contact the health unit.

Property Standards, City of London

300 Dufferin Avenue, 7th Floor

Tel: 519-661-4660

www.london.ca

Addresses different scenarios, both in rental and owner occupied properties; investigates structural or unsafe conditions and landlord/tenant issues about property standards (e.g. heat, insects, and hazards).

Ontario Landlord and Tenant Board

150 Dufferin Avenue, Suite 400, London

Toll-Free: 1-888-332-3234

www.ltb.gov.on.ca/en/

Tenant and landlord rights information, dispute resolution rent increase regulation and access to the Residential Tenancies Act.

Emergency Accommodations

The emergency shelters listed below offer emergency short-term and long-term accommodations and 24hr help line for individuals or families who find it necessary to leave their normal living arrangements for short periods of time in times of stress, emergency or transition.

What is emergency shelter?

It is short term accommodation.

What is transitional housings?

It is a longer-term accommodation while residents obtain the supports they need to live independently.

Below is a list of emergency shelters offer to women from age 16+ with or without children (under 16) who are domestic violence victims or suspect in any way that their children and they may be the victims of an abusive relationship. If in crisis and need to speak to someone call the 24hr crisis line listed. All services are confidential. **If you require emergency assistance call 911.**

For a list of women's shelters across Canada go to the www.shelternet.ca.

For more emergency shelters for women please refer to: www.southwesthealthline.ca or call 211.

AT^LOHSA Native Family Healing Services

Tel: 519-438-0068

Crisis Line: 1-800-605-7477

www.atlohsa.com/contact_us.html

Offer emergency shelter for First Nation women and their children who are at high risk of further abuse in the family home. In crisis contact the 24hr crisis line.

London Abused Women's Centre

Tel: 519-432-2204

24hr Crisis Line: 519-642-3000

www.lawc.on.ca

Provide long term feminist counselling, advocacy and support to abused women.

Mission Services of London, Rotholme Women's & Family Shelter

42 Stanley Street, London

Tel: 519-673-4114

www.missionservices.ca

Offer shelter only to women from age 16 and their children (under 16) who are homeless and in need of temporary emergency accommodation.

Women's Community House

101 Wellington Road

Toll Free Line: 1-800-265-1576

24hr Crisis Line: 519-642-3003

www.shelterlondon.org

This is a high-security shelter for abused women and their children from London and surrounding areas as well as from across the country.

Women's Rural Resource Centre

145 Beech Street, Strathroy

Tel: 519-246-1526

Toll Free: 1-800-265-5390

www.wrrcsa.org

Provide education, prevention and support services for women and their families.

Below is a list of emergency shelters offer to men and women (from age 16+) and families who are homeless or at risk of homelessness and may have mental health issues.

Mission Services of London, Crash Beds Program

459 York Street

Tel: 519- 439-0239

www.missionservices.ca

Offer crash beds to men and women age 16+ with a serious mental illness who are homeless. Beds are available on a first come first serve basis from 9pm-7am daily.

Salvation Army, Centre of Hope

281 Wellington Street

Tel: 519-661-0343

www.salvationarmy.ca

Hostel units that provide shelter and transitional housing for homeless single men/women from age 16+.

Unity Project

717 Dundas Street

Tel: 519-433-8700

Shelter and transitional housing for single men and women and couples from age 18+.

Below is a list of emergency shelters offer to men from age 16+.

For more emergency shelters for men, please refer to: www.southwesthealthline.ca or call 211.

Mission Services of London, Men's Mission

459 York Street, London

Tel: 519- 672-8500

Offer shelter and transitional housing for homeless men age 16+.

Drop-In Centres

Drop-in centres are services to help people (male and female from age 17+ and families) who are homeless, at risk of homelessness and may have mental health and/or addiction issues, a place to go to have a hot home cooked lunch, feel safe, do laundry, take a shower, socialize, participate in programs, or simply find some quiet space. If in crisis and need to speak to someone call the 24hr crisis line listed or visit the website for more information.

AT^LOHSA Native Family Healing Services

Tel: 519-438-0068

Crisis Line: 1-800-605-7477

www.atlohsa.com/contact_us.html

Drop-in centre for members of the Aboriginal community.

Merrymount Children's Centre

1064 Colborne Street, London

Tel: 519-434-6848

www.merrymount.on.ca

Merrymount provides support and crisis care for children and families in times of transition. Programs include 24hr family support and crisis care from children (birth to 12 years of age); supervised access for families with histories of violence or safety concerns; support groups for children and parents; childcare for children with special needs.

My Sister's Place

534 Queens Avenue

Tel: 519-679-9570

Toll Free Line: 1-877-859-0352

Crisis Line: 519-433-2023

www.mysistersplacelondon.ca

Drop in centre for women only from age 16+ and their children (under 16).

Youth Action Centre

332 Richmond Street, London

Tel: 226-777-0116

www.you.on.ca

Drop in centre for youth 16 to 24 years of age and offers transitional and affordable rental housing units. For more help on youth's drop-in centres, emotional/social problems, and street outreach contact Youth Opportunities Unlimited for a listing.

Supportive Housing

The federal non-profit providers listed retained their current operating agreement under City of London, Housing Division administration. For information call directly to the telephone number listed.

St. Leonard's Society of London – 2 Locations

Male Offenders Transitional Residence

266 Egerton Street, London

108 King Edward Avenue, London

Tel: 519-850-3777

www.slcs.ca

Programs, services and support for male adult and youth (from age 18) in conflict with the law.

Mission Services of London, Quintin Warner House

Alcohol & Drug Rehabilitation

477 Queens Avenue, London

Tel: 519-434-8041

Recovery home with prevention services for men 18 to 60 years who have graduated from an addiction treatment program. Annexes at 440 and 479 Maitland Street for aftercare stays of up to one year.

Supportive Housing Rental Units

The following is a list of supportive housing rental units in the city of London funded under The Canada-Ontario Affordable Housing Program and some related to Social Housing. Some have restrictions to the type of social service agency you must be referred by to live in the rental units and some have affordable rent that is subsidized according to your income through the Housing Access Centre.

For vacancies and more information contact the appropriate service directly by telephone.

332 Richmond Street, London, ON

Tel: 519-434-6500 ext. 367

Social Service Agency: Youth Opportunities Unlimited (YOU)

Tenants are youth age 16-24 and must be referred by YOU.

1554 & 1555 Allen Place, London, ON

Tel: 519-495-1355 or 519-433-2801

Social Service Agency: Alice Saddy Association

Tenants are adults with development disabilities who may also have a physical disability or dual diagnosis and must be referred by Alice Saddy Association.

164 Albert Street, London, ON

Tel: 519-668-0023

Social Service Agency: Dale Brian Injury Services (DBIS)

Tenants are individuals with acquired brain injuries and must be referred by DBIS.

446 King Street, London, ON

Tel: 519-473-2427

Social Service Agency: Not required

Tenants are adults with special needs.

590 Grosvenor Avenue, London, ON

Tel: 519-495-1355 or 519-433-2801

Social Service Agency: Alice Saddy Association

Tenants are adults with development disabilities who may also have a physical disability or dual diagnosis and must be referred by Alice Saddy Association.

Cheshire Homes of London Inc.

559 Topping Lane, London, ON

Tel: 519-439-4246

Social Service Agency: Community Care Access Centre (CCAC)

A group home shared living for adults that are physically disabled and mentally alert.

Attended outreach services also available through person-centre care.

Cheshire Homes of London Inc.

98 Base Line Road West, London, ON

Tel: 519-439-4246

Social Service Agency: Community Care Access Centre (CCAC)

Tenants are physically disabled adults who are capable of independence and do not require hospital or nursing home care.

L.I.F.T. Non-Profit Housing Inc.

446 Queens Avenue, London, ON

Tel: 519-473-2427

Social Service Agency: Your Doctor and Social worker

Tenants are adults with a history of mental illness capable of independent living. Documentation from a doctor and social worker must be provided. For subsidized rent call 519-661-0861.

Frequently Asked Questions

If your question is not listed below or still have questions about applying for rent geared-to-income assistance (subsidized housing), contact the Housing Access Centre 519-661-0861. For more frequently asked questions visit our website at www.london.ca/housing

How do I apply for rent-geared-to-income housing?

To apply for RGI housing you need to submit an application package that consists of an application form and the building selection form. You can go to our website at www.london.ca/housing and download and print the application package or pick one up at the Housing Access Centre or call 519-661-0861 to have one mail out to you. All applications have instructions on how to complete, the documents required and where to send it.

NOTE: Incomplete application and without all required documents will NOT be accepted.

What documents required for RGI housing application?

The following required documents that must be provided with your application package for ALL members of the household are:

- Copies of Canadian birth certificates, valid Canadian passport, landed immigrant, permanent resident card or refugee claimant documents.
- Custody documentation or agreement (i.e. Court/lawyers/CAS, ex-partner, etc.).
- Copy of a repayment schedule for anyone in your household who owes money to an Ontario social housing. (you will not be offered RGI housing until the entire arrears amount is paid in full)
- Copies of all household gross monthly income (i.e. you and all persons living with you).
- Self-employment-please provide proof of income such as your latest income tax, investment interest income, pay stubs, etc.
- If pregnant, provide proof of pregnancy (i.e. doctor's note or ultra sound picture).

Who is eligible?

To be eligible for RGI housing applicants must be:

- 16 years of age or older and be able to live independently.
- Each member must be a Canadian Citizen, Landed Immigrant, or Refugee Claimant.
- No member of household has a deportation order, departure or exclusion order under immigration Act.
- No member of household owes arrears, for either rent or damage to any Ontario social housing units.

How long does it take to be housed?

It is very difficult to determine how long it will take to be housed. Therefore, the Housing Access Centre does not offer housing to applicants nor predict or guess when you will be housed. A Housing Provider must have a vacant unit in order for it to be filled from the waitlist. It is difficult to predict when a vacancy is going to occur however, the wait list has many households looking for housing. It is encouraged to choose as many building complex as you wish. The more you selected the more less of a wait time.

How long is housing waiting list?

There is really no answer to this question, since each housing provider has their own waitlist and there is a different waitlist for each building/townhouse and then a different waitlist according to bedroom size and special priority status of an application.

How much rent can I expect to pay?

RGI rent is based on 30% of your household gross monthly income. Additional charges may apply depending on the building (e.g. parking/utilities). If you are receiving assistance from Ontario Works or the Ontario Disability Support Program (ODSP), your rent is based on a pre-determined rent scale.

Who do I notify if I have changes to my housing application?

You MUST notify the Housing Access Centre (519-661-0861) of any changes such as your address, phone number, changes in selection of locations other than those you chose on your initial application, the number of people in your household increases or decreases and/or change of contact person, etc. This is in order to maintain your eligibility status.

Does the Housing Access Centre provide emergency housing?

No, the Housing Access Centre does not provide emergency housing. Emergency shelters provide emergency housing. For a list of emergency housing call 519-661-0861 to have one mail out to you.

How will I be contacted for an offer?

The housing providers/Landlord will contact you directly by telephone when you reach the top of the waiting list for one of the buildings you selected. Since RGI units are rented promptly, we require daytime telephone numbers. If you cannot be reached during the day, please give a telephone number of a contact person who can be reached during the day so they can pass a message on to you.

What happens if I cannot be reached?

You will have 48 hours to respond, if not then the housing provider will move on to the next person on the waiting list. This however, will be considered a refusal of offer.

How many refusal of offer do I get?

You get a maximum of three (3) 'refusals of offer' for housing. If you exhaust all 3 refusals by refusing a unit when offered; cannot be reached; no return phone calls for the offered unit, your application will be canceled at the time of the third refusal and you will be removed from the waitlist. If you want to reapply you would have to fill out another application package and will receive a new start date.

I do not have an income, am I eligible for RGI housing?

No. Individuals 18 years or older applying for RGI housing must be in receipt of income to qualify for RGI housing from one or more of the following sources such as: Ontario Works, Support payments, Employment Insurance, other government assistance, any pension or support payments required under a sponsorship agreement. Failure to have an income would make the application invalid.

Can I apply for RGI housing if I'm a homeowner or own a property?

Yes, you may be eligible for RGI housing provided that you sell your home or property within six (6) months of accepting an offer to move to a RGI housing unit. Therefore a Divestment Form must be completed. This is to agree to sell your property/home after you have been housed for 180 days.

If I am housed somewhere that is not my first choice, will I still be on the waiting list?

No. Once you are housed, you are taken off ALL building waiting lists.

What bedroom size would I be eligible for?

The size of a unit you are eligible for is based on the number of members in your household:

- No more than 2 persons are assigned to a bedroom;
- Separate bedrooms are assigned to children of the opposite sex;
- Two children may share a bedroom;
- Other factors to be considered include medical conditions, the size of the bedroom, ages of the children and pregnancy. Full time caregiver.

Can a housing provider declined me the offer for an RGI unit?

Yes. Many housing providers have requirements regarding good credit and landlord reports before offering a unit to you. However, this will not be counted as a refusal.

If I owe arrears to a previous social housing provider, will I still be qualified for RGI?

If you owe any arrears (including money for damages) to a RGI unit, you should arrange to repay it with that landlord either by having a signed repayment agreement in place or pay off in full in order to be placed on the Waitlist. If you default on your payments, your name will be removed from the waitlist and you would lose

your application date. It is important to remember that you will not be offered Rent-Geared-to-Income-Housing until the entire arrears amount is paid in full.

What would enable me to obtain housing sooner?

There are four categories on our waiting list:

1. Special Priority - this status on the waiting list is reserved for individuals who are victims of domestic abuse by another individual or whose personal safety is significantly at risk
2. Urgent - this status on the waitlist is reserved for individuals who are homeless or in the risk of homelessness, serious medical, health, and/or social needs which would result in severe hardship or personal risk, individuals who use the emergency shelter system, families separated due to lack of affordable housing. However, the income must be in the high need category
3. High Need - this status on the waitlist is reserved for individuals whose annual income is less than or equal to the amount set in Legislation for the size of unit the household occupies
4. Chronological - this status on the waitlist is reserved for individuals who qualify for RGI housing. Income exceeds the maximum high need income, but is still within the Household Income Limits established for the City of London and Middlesex County.

Why Special Priority ranked top of the waitlist?

The Province has set regulations for this special priority status to have victims of abuse to go to the top of the waitlist because it's easier for them to enter subsidized housing quickly right after leaving the abusive relationship; to prevent them from having to return to the abusive household; due to the fact that affordable housing cannot be found quickly. This does not apply to applicant who simply want to separate from someone because the relationship is not working.

Do you have to be living in the City of London to apply for housing?

No, you can apply for housing in the City of London and live outside the area. NOTE: If you would like to apply for RGI housing outside of London, contact the local social housing agency in the city/town of choice for more information.

Can I appeal any decision made by the Housing Access Centre regarding my application?

Yes, you have the right to appeal any decision made by the Housing Access Centre by simply filling out the "Request for Internal Review" form and submit to the Housing Access Centre including a copy of the written Notice of Decision letter that you received. A letter responding to your appeal will be sent to you once a decision has been made.

Where can I call for landlords and tenants issues?

You can call the Landlord and Tenant Board, a Provincial agency. The Board has a team of Mediators, who work with landlords and tenants to resolve certain types of disputes through mutual agreement. Call the Board's toll free telephone information service at **1-888-332-3234**.

Housing Services

The City of London, Housing Services are responsible for funding and administering the private non-profit housing program (both Federal and Provincial providers), the co-operative housing and public housing programs; establishing and maintaining the coordinated access/centralized waiting list system managed by the Housing Access Centre (HAC).

Who we serve:

- low to moderate income households;
- senior citizens;
- households with dependents (families);
- households without dependents (single persons and childless couples);
- Sub-groups that include persons with disabilities, victims of domestic violence, immigrants and homeless.

Some of the related housing services are:

- Housing Access Centre (HAC) www.london.ca/housing
- London & Middlesex Housing Corporation (LMHC) www.london-housing.ca
- Investment in Affordable Housing Program (IAH) www.london.ca/housing
- London Housing Registry (LHR) www.londonhousingregistry.com
- London Homeless Coalition (LHC) www.londonhomeless.ca
- Canada Mortgage Housing Corporation (CMHC) www.cmhc-schl.gc.ca
- Co-operative Housing Federation (CHF) www.chfc.ca
- Ontario Non-Profit Housing Assoc. (ONPHA) www.onpha.on.ca
- The Landlord and Tenant Board www.ltb.gov.on.ca

Additional copies of this Seniors Guide may be obtained from the Housing Access Centre and our website.

The Corporation of the City of London
Housing, Social Services & Dearness Home
Citi Plaza
355 Wellington Street
Suite 248, 2nd Floor
London, ON N6A 3N7

Tel: 519-661-0861
Email: housing@london.ca
Website: www.london.ca/housing





Housing Division

Homeless Coalition Monthly Update

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PURPOSE OF PRESENTATION

Update

- Housing Access Centre Definitions of Priority Status
- Housing Access Centre Statistical Update
- Housing Division Updates (if available)

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HOUSING ACCESS CENTRE

The Housing Access Centre maintains the waitlist for Rent Geared to Income (RGI) housing by assigning one of the following four statuses to each eligible application (listed in order of priority ranking):

Legislative

1. Special Priority Population (SPP) – Legislatively required to be housed first (Survivors of Domestic Violence & Human Trafficking)

Local Priority (Council Approved)

1. Urgent (Homeless, Social, Medical) – Housed after all SPP's have been housed (based on application date – every 9 in 10 housed).
2. High Need
3. Chronological (based on application date – every 1 in 10 housed)

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PRIORITY STATUS – SPECIAL POPULATION

To Qualify for Special Priority Population (SPP) Status an applicant must submit the following information:

- Complete a SPP Application (this is in addition to the standard RGI application): usually completed with the assistance from an 3rd Party Professional agency supporting the client through the abusive situation.
- Must provide proof of co-habitation showing the applicant lived with the abuser within the last 6 months.
- Must provide a letter of support from the 3rd Party Professional as above supporting the SPP status.

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PRIORITY STATUS – URGENT HOMELESS

To Qualify for Urgent Homeless Priority Status:

- The applicant must complete an Urgent Homeless application (this is in addition to the standard RGI application).
- A person whose building has been condemned.
- The building has been destroyed.
- A person who is in hospital and cannot return to their former residence.
- A person living in shelter.
- A person without a permanent residence (e.g. Couch surfing).
- Letter of support from a 3rd Party Professional (unless they are residing in shelter).

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PRIORITY STATUS – URGENT SOCIAL

To Qualify for Urgent Social Priority Status:

- The applicant must complete an Urgent Social application (this is in addition to the standard RGI application)
- A persons personal safety is significantly at risk and legal interventions have been exhausted.
- Someone who has been abused but they never lived with the abuser or its been more than 6 months since they lived together.
- A letter of support is provided.

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To Qualify for Urgent Medical Priority Status:

- Person who is terminally ill.
- A person who is physically disabled to the point that they cannot live in their current accommodation.
- A person who must relocate to London for medical treatment due to serious physical problems.
- A separate urgent medical form must be completed by the applicant's doctor. Special needs and accommodation information is submitted on the required form.

Note: there is no urgent status for mental health or landlord/tenant issues

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Current Waitlist Statistics

Description	April	May	Difference	% Difference
Waitlist	3,837	4,040	+ 203	+ 5%
SPP	74	89	+ 15	+ 20%
Urgent Homeless	630	669	+ 39	+ 6%
Urgent Medical	165	166	+ 1	+ 1%
Urgent Social	157	157	+ 0	+ 0%

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Current Waitlist Unit Size Statistics

Description	April	May	Difference	% Difference
1 Bedroom	2,035	2,368	+ 333	+ 16%
2 Bedrooms	633	753	+ 120	+ 19%
3 Bedrooms	527	732	+ 205	+ 39%
4+ Bedrooms	555	566	+ 11	+ 2%

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Current Application Statistics

Description	April	May	Difference	% Difference
SPP	112	133	+ 26	+ 19%
Urgent Homeless	212	269	+ 58	+ 27%
Urgent Medical	51	61	+ 10	+ 20%
Urgent Social	21	28	+ 6	+ 33%
Applications	826	1,012	+ 186	+ 22%
Housed	38	25	- 13	

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Updates

Housing Division is scheduled to present the following reports to Community and Protective Services Committee (June 18, 2018)

- GreenON Social Housing Program
- Social Housing Building Condition Assessment
- Portable Housing Benefit – Survivors of Domestic Violence
- Ontario Renovates

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